

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 6**

**MURRAY AMERICAN ENERGY, INC. AND THE  
MONONGALIA COUNTY COAL COMPANY, A  
SINGLE EMPLOYER**

**and**

**Case 06-CA-215195**

**UNITED MINE WORKERS OF AMERICA,  
DISTRICT 31, LOCAL 1702 AFL-CIO, CLC**

**MURRAY AMERICAN ENERGY, INC. AND THE  
HARRISON COUNTY COAL COMPANY, A  
SINGLE EMPLOYER**

**and**

**Case 06-CA-218979**

**UNITED MINE WORKERS OF AMERICA,  
DISTRICT 31, AFL-CIO, CLC**

**JOINT MOTION AND STIPULATION OF FACTS**

Counsel for the General Counsel for the National Labor Relations Board (General Counsel); Charging Parties United Mine Workers of America, District 31, Local 1702, AFL-CIO, CLC (Local 1702) and United Mine Workers of America, District 31, AFL-CIO, CLC (District 31) (collectively “Charging Parties” or “the Union”); Respondents Murray American Energy, Inc. (Respondent Murray) and the Monongalia County Coal Company (Respondent Monongalia), a Single Employer (Respondent Single Employer Monongalia), and Murray American Energy, Inc. and The Harrison County Coal Company (Respondent Harrison), a Single Employer (Respondent Single Employer Harrison), collectively referred to as “Respondents”; all collectively referred to as “the Parties”; jointly move to transfer the above-captioned cases to the

National Labor Relations Board (“Board”), pursuant to Section 102.35(a)(9) of the Rules and Regulations of the Board, for a decision based on the record of this case as defined herein.

Transfer of the above-captioned cases will effectuate the purposes and the policies of the Act and avoid unnecessary costs and delay inasmuch as the relevant facts in these cases are contained in the stipulated facts and documents attached to this Joint Motion and there is, therefore, no need for live testimony.

Pursuant to Section 102.35(a)(9) of the Board’s Rules and Regulations, the parties hereby agree to: 1) waive a hearing, findings of fact, conclusions of law and order by an Administrative Law Judge; and 2) submit this case directly to the Board for issuance of findings of fact, conclusions of law and an Order.

**STIPULATION OF FACTS**

If this Motion is granted, the Parties agree to the following:

**I. PRELIMINARY MATTERS**

A. The record in this case consists of the Charges; the Order Consolidating Cases, Consolidated Complaint and Notice of Hearing (Complaint); Respondents’ Answer to Consolidated Complaint (Answer); Order Postponing Hearing; Order Rescheduling Hearing; Order Changing Location of Hearing; Second Order Rescheduling Hearing; Amendment to Consolidated Complaint; Respondents’ Answer to Amendment to Consolidated Complaint; the Joint Motion and Stipulation of Facts, the Statement of Issues Presented, and the Parties’ respective Statements of Position.

B. This case is submitted directly to the Board for issuance of a decision, findings of fact, conclusions of law, and an order.

C. The Parties wish to file briefs and request that the Board set a time for the filing of briefs.

D. This Stipulation of Facts is made without prejudice to any objection any party may have as to the relevancy or materiality of any facts stated herein.

The following facts are undisputed:

## **II. PROCEDURAL HISTORY**

A. The charge in Case 06-CA-215195 was filed by Local 1702 on February 20, 2018, and a copy was served on Respondent Single Employer Monongalia by U.S. mail on February 21, 2018.

B. The first amended charge in Case 06-CA-215195 was filed by Local 1702 on July 20, 2018, and a copy was served on Respondent Single Employer Monongalia by U.S. mail on July 20, 2018.

C. The charge in Case 06-CA-218979 was filed by District 31 on April 23, 2018, and a copy was served on Respondent Murray by U. S. mail on April 25, 2018.

D. The first amended charge in Case 06-CA-218979 was filed by District 31 on August 24, 2018, and a copy was served on Respondent Single Employer Harrison by U.S. mail on August 31, 2018.

E. 1. Copies of the charges, amended charges and the affidavits of service of the charges and amended charges are attached hereto as Joint Exhibits 1(a)-(f).

2. The Order Postponing Hearing, Order Rescheduling Hearing, Order Changing Location of Hearing, Second Order Rescheduling Hearing, and affidavits of service of each are attached hereto as Joint Exhibits 1(g)-(n).

F. On August 31, 2018, the General Counsel, by the Regional Director for Region 6 (Regional Director), acting pursuant to the authority granted in Section 10(b) of the Act and Section 102.15 of the Board's Rules and Regulations, issued the Complaint against Respondents. Copies of the Complaint were duly served upon Respondents and the Union on about that same date. Copies of the Complaint and affidavit of service of the Complaint are attached hereto as Joint Exhibits 2(a) and (b), respectively.

G. On September 14, 2018, Respondents timely filed their Answer with the Regional Director. A copy of the Answer was duly served upon the Union on about the same date. A copy of the Answer is attached hereto as Joint Exhibit 3.

H. On July 23, 2019, the General Counsel, by the Regional Director, acting pursuant to the authority granted in Section 10(b) of the Act and Section 102.15 of the Board's Rules and Regulations, issued an Amendment to Consolidated Complaint against Respondents. Copies of the Amendment to Consolidated Complaint were duly served upon Respondents and the Union on about that same date. Copies of the Amendment to Consolidated Complaint and affidavit of service of the Amendment to Consolidated Complaint are attached hereto as Joint Exhibits 4(a) and (b), respectively.

I. On August 1, 2019, Respondents timely filed their Answer to the Amendment to Consolidated Complaint with the Regional Director. A copy of the Answer to the Amendment to Consolidated Complaint was duly served upon the Union on about the same date. A copy of the Answer to the Amendment to Consolidated Complaint is attached hereto as Joint Exhibit 5.

J. The Regional Director hereby withdraws the allegations found at paragraphs 22 and 24 of the Complaint, as well as any subsequent references to those paragraphs. Respondents and the Union do not object to the withdrawal of these Complaint allegations.

### **III. COMMERCE**

A. At all material times, Respondent Murray has been a corporation with an office and place of business in St. Clairsville, Ohio, and has been engaged in the mining and non-retail sale of coal through its wholly-owned subsidiaries, Respondent Monongalia and Respondent Harrison.

B. At all material times, Respondent Monongalia has been a corporation with its headquarters in St. Clairsville, Ohio, and a facility in Kuhntown, Pennsylvania, and has been engaged in the mining and non-retail sale of coal, with annual gross revenues in excess of \$100 million.

C. At all material times, Respondent Murray and Respondent Monongalia have been affiliated business enterprises with common officers, ownership, directors, management and supervision; have formulated and administered a common labor policy; have shared common premises and facilities; and have held themselves out to the public as a single-integrated business enterprise. In addition, Respondent Murray has provided services to Respondent Monongalia.

D. Based on the operations described above in paragraphs III.B. and III.C., Respondent Murray and Respondent Monongalia constitute a single-integrated enterprise and a single employer within the meaning of the Act.

E. At all material times, Respondent Harrison has been a corporation with its headquarters in St. Clairsville, Ohio, and a facility in Mannington, West Virginia, and has been engaged in the mining and non-retail sale of coal, with annual gross revenues in excess of \$100 million.

F. At all material times, Respondent Murray and Respondent Harrison have been affiliated business enterprises with common officers, ownership, directors, management and

supervision; have formulated and administered a common labor policy; have shared common premises and facilities; and have held themselves out to the public as a single-integrated business enterprise. In addition, Respondent Murray has provided services to Respondent Harrison.

G. Based on the operations described above in paragraphs III.E. and III.F., Respondent Murray and Respondent Harrison constitute a single-integrated enterprise and a single employer within the meaning of the Act.

H. In conducting its business operations during the 12-month period ending January 31, 2018, Respondent Murray and Respondent Monongalia collectively sold and shipped from its Kuhntown, Pennsylvania, facility goods valued in excess of \$50,000 directly to points outside the Commonwealth of Pennsylvania.

I. At all material times, Respondent Single Employer Monongalia has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

J. In conducting its business operations during the 12-month period ending March 31, 2018, Respondent Murray and Respondent Harrison collectively sold and shipped from its Mannington, West Virginia, facility goods valued in excess of \$50,000 directly to points outside the state of West Virginia.

K. At all material times, Respondent Single Employer Harrison has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

#### **IV. LABOR ORGANIZATIONS**

A. At all material times, Local 1702 has been a labor organization within the meaning of Section 2(5) of the Act.

B. At all material times, United Mine Workers of America, AFL-CIO, CLC (“UMWA”) has been a labor organization within the meaning of Section 2(5) of the Act.

C. At all material times, District 31 has been a part of the UMWA, and is sometimes referred to as “United Mine Workers of America, District 31, AFL-CIO, CLC”.

D. At all material times, the UMWA and Respondents have been parties to a collective bargaining agreement known as the National Bituminous Coal Wage Agreement of 2016, which is effective by its terms from August 15, 2016 to December 31, 2021 (“NBCWA”). Relevant portions of the NBCWA is attached hereto as Joint Exhibit 6.

E. At all material times, District 31 has administered the NBCWA on behalf of the UMWA.

## **V. SUPERVISORS AND AGENTS**

A. At all material times, James Travelstead has held the position of Human Resources Manager and has been an agent of Respondents within the meaning of Section 2(13) of the Act.

B. References herein to “Respondent’s Attorney” refer solely to Cory R. Barack, Attorney, an agent of Respondent Murray within the meaning of Section 2(13) of the Act.

C. At all material times, Jeff Reel has been Vice President of Local 1702.

D. At all material times, Michael Phillippi has been a District Representative for the UMWA.

E. At all material times, Kevin Fagan has been the Associate General Counsel of the UMWA.

F. At all material times, Laura Karr has been a Staff Attorney for the UMWA.

## **VI. BARGAINING UNITS AND BARGAINING RELATIONSHIPS**

A. The following employees of Respondent Monongalia (the Monongalia County Coal Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All employees employed by Respondent Monongalia County Coal at its facility located in Kuhntown, Pennsylvania who are engaged in the production of coal, including removal of overburden and coal waste, preparation, processing and cleaning of coal and transportation of coal (except by waterway and rail not owned by Respondent Monongalia County Coal), repair and maintenance work normally performed at the mine site or the central shop of the employer and the maintenance of gob piles and mine roads, and work of the type customarily related to all of the above.

B. The following employees of Respondent Harrison (the Harrison County Coal Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All employees employed by Respondent Harrison County Coal at its facility located in Mannington, West Virginia who are engaged in the production of coal, including removal of overburden and coal waste, preparation, processing and cleaning of coal and transportation of coal (except by waterway and rail not owned by Respondent Harrison County Coal), repair and maintenance work normally performed at the mine site or the central shop of the employer and the maintenance of gob piles and mine roads, and work of the type customarily related to all of the above.

C. 1. Since about December 5, 2013, Respondent Single Employer Monongalia and Respondent Single Employer Harrison have recognized the Union as the exclusive collective-bargaining representative of the Monongalia County Coal Unit and Harrison County Coal Unit, respectively.

2. Since about August 15, 2016, Respondent Single Employer Monongalia and Respondent Single Employer Harrison adopted the NBCWA covering the Monongalia County Coal Unit and the Harrison County Coal Unit.

3. Respondents' recognition of the Union has been embodied in successive collective-bargaining agreements, the most recent of which is effective from August 15, 2016 to December 31, 2021.

4. At all times since December 5, 2013, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Monongalia County Coal Unit and the Harrison County Coal Unit.

## **VII. ALLEGED UNFAIR LABOR PRACTICES**

A. About January 23, 2018, by electronic mail, the Union submitted to Respondent Single Employer Monongalia a request for information, which is attached hereto as Joint Exhibit 7. Respondent's Attorney responded to this request by letter dated January 29, 2018, a copy of which is attached hereto as Joint Exhibit 8.

B. About January 29, 2018, by electronic mail, the Union submitted to Respondent Single Employer Monongalia a request for information, which is attached hereto as Joint Exhibit 9.

C. About January 31, 2018, by electronic mail, the Union submitted to Respondent Single Employer Monongalia a request for information, which is attached hereto as Joint Exhibit 10. Respondent's Attorney responded to this request and the request at Joint Exhibit 9 by letter dated January 31, 2018, a copy of which is attached hereto as Joint Exhibit 11. About February 2, 2018, by electronic mail, the Union communicated further with Respondents regarding its request for information; such response is attached hereto as Joint Exhibit 12.

D. About February 6, 2018, by electronic mail, the Union submitted to Respondent Single Employer Monongalia a request for information, which is attached hereto as Joint Exhibit 13.

E. About February 9, 2018, Respondents communicated with the Union in writing regarding its January 29, 2018, January 31, 2018, and February 6, 2019 requests for information, referenced above in paragraphs VII.B., VII.C., and VII.D. Such communication is attached hereto as Joint Exhibit 14.

F. About February 12, 2018, by electronic mail, the Union submitted to Respondent Single Employer Monongalia a request for information, which is attached hereto as Joint Exhibit 15(b).

G. About February 12, 2018, by electronic mail, the Union submitted to Respondent Single Employer Monongalia a request for information, which is attached hereto as Joint Exhibit 16.

H. About February 14, 2018, Respondents communicated with the Union in writing regarding its requests for information referenced above in paragraphs VII.A., VII.B., VII.C, VII.D., VII.F and VII.G. Such communication is attached hereto as Joint Exhibit 17.

I. About February 15, 2018, by electronic mail, the Union submitted to Respondent Single Employer Monongalia a request for information as referenced in paragraph 19 of the Complaint, which is attached hereto as Joint Exhibit 15(a).

J. About February 15, 2018, by electronic mail, the Union submitted to Respondent Single Employer Monongalia a request for information as referenced in paragraph 20 of the Complaint, which is attached hereto as Joint Exhibit 15(a).

K. About February 19, 2018, by electronic mail, the Union submitted to Respondent Single Employer Monongalia a request for information, which is attached hereto as Joint Exhibit 18.

L. About February 20, 2018, Respondents communicated with the Union in writing regarding its requests for information referenced above in paragraphs VII.A., VII.B., VII.C, VII.D., VII.F, VII.G, VII.I, VII.J and VII.K. Such communication is attached hereto as Joint Exhibit 19.

M. About February 21, 2018, the Union communicated with Respondents in writing regarding the Union's requests for information referenced above in paragraphs VII.A., VII.B., VII.C, VII.D., VII.F, VII.G, VII.I, VII.J and VII.K. Such communication is attached hereto as Joint Exhibit 20.

N. About March 12, 2018, Respondents communicated with the Union in writing regarding its requests for information referenced above in paragraphs VII.A., VII.B., VII.C, VII.D., VII.F, VII.G, VII.I, VII.J and VII.K. Such communication is attached hereto as Joint Exhibit 21.

O. About March 16, 2018, the Union communicated with Respondents in writing regarding the Union's requests for information referenced above in paragraphs VII.A., VII.B., VII.C, VII.D., VII.F, VII.G, VII.I, VII.J and VII.K. Such communication is attached hereto as Joint Exhibit 22.

P. About April 18, 2018, the Union communicated with Respondents in writing regarding the Union's requests for information referenced above in paragraphs VII.A., VII.B., VII.C, VII.D., VII.F, VII.G, VII.I, VII.J and VII.K. Such communication is attached hereto as Joint Exhibit 23.

Q. About April 4, 2018, by electronic mail, the Union submitted to Respondent Murray a request for information in connection with Grievance #1702-31-18, which is attached hereto as Joint Exhibit 24. Grievance #1702-31-18, referenced in this request, is attached hereto

as Joint Exhibit 25. The Union and Respondents agreed that Grievance #1702-31-18 was a related grievance to previously filed Grievance #1702-14-18. Grievance #1702-31-18 was subsequently settled in a fashion similar to Grievance #1702-14-18 on September 11, 2018.

R. About April 4, 2018, by electronic mail, the Union submitted to Respondent Murray a request for information in connection with Grievances #PP-4-18 and #PP-5-18, which is attached hereto as Joint Exhibit 24. Grievances #PP-4-18 and #PP-5-18, referenced in this request, are attached hereto as Joint Exhibits 26 and 27, respectively. Respondents provided a response to the information request for Grievance # PP-4-18 on May 31, 2018 and the matter proceeded to arbitration on June 4, 2018. A no merit decision was issued by the arbitrator on November 20, 2018. Following that decision, Grievance # PP-5-18, which had been held in abeyance by the parties pending the outcome of Grievance # PP-4-18, was withdrawn by the Union on November 28, 2018.

S. By letter dated April 6, 2018, Respondent's Attorney communicated with the Union in writing regarding the requests for information submitted on April 4, 2018, described above in paragraphs VII.Q. and VII.R. The letter is attached hereto as Joint Exhibit 28.

T. About August 2, 2018, the Union, by electronic mail, proposed to Respondents that a form, titled "Contractor Notification Form to Local Union", be used to provide information to the Union regarding subcontracting. The electronic mail message, to which the form is attached, is attached hereto as Joint Exhibit 29. The "recent meeting" referenced in Joint Exhibit 29 was held on July 30, 2018, and was attended by representatives of both the Union and Respondents.

U. On January 28, 2019 and March 5, 2019, Barack sent letters to the UMWA regarding information requests sent to Respondent Harrison. The letters are attached hereto as

Joint Exhibits 30(a) and (b). The requests for information referenced in these letters are not an issue in the instant matter. At the time these letters were written, Matthew Miller was the Chair of the Mine Committee for UMWA Local 1501.

V. Karr responded to Barack's letters by letter dated March 7, 2019. The letter is attached hereto as Joint Exhibit 31. The second full paragraph of page 2 of this letter references a meeting occurring in March 2018; this date is incorrect. The referenced meeting occurred on July 30, 2018.

W. Barack responded to Karr's letter by letter dated March 11, 2019. The letter is attached hereto as Joint Exhibit 32.

X. Subcontracting has been the subject of an ongoing dispute between the parties, resulting in more than fifteen arbitration hearings during the term of the current NBCWA. In some instances, the underlying grievances were sustained; in others, the underlying grievances were denied.

Y. 1. To date, Respondents have not provided to the Union the information it requested as referenced above in paragraphs VII.A., VII.B., VII.C, VII.D., VII.F, VII.G, VII.I, VII.J and VII.K., and reflected in Joint Exhibits 7, 9, 10, 13, 15(a), 15(b), 16 and 18.

2. To date, Respondents have not provided to the Union the information it requested as referenced above in paragraph VII.Q., and reflected in Joint Exhibit 24.

Z. About May 31, 2018, Respondents provided to the Union the information referenced above in paragraph VII.R., and reflected in Joint Exhibit 24.

## **VIII. STATEMENT OF ISSUES PRESENTED**

Based upon the foregoing factual stipulations, the parties agree that the issues to be resolved in this matter are whether Respondents failed and refused to furnish the Union with the information requested by it as set forth above in paragraphs VII.A., VII.B., VII.C, VII.D., VII.F, VII.G, VII.I, VII.J, VII.K and VII.Q; and whether Respondents unreasonably delayed in furnishing the Union with the information requested by it as set forth above in paragraph VII.R., thereby failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

## **IX. STATEMENTS OF POSITION**

A. The General Counsel's and the Union's position, as will be expanded upon by brief, is that Respondents failed and refused to furnish the Union with the information requested by it, and Respondents unreasonably delayed in furnishing the Union with the information requested by it, thereby failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

B. Respondents' position, as will be expanded upon by brief, is that the Union failed and refused to narrow the scope of its information requests and refused to bargain with Respondents regarding cost sharing for the production of responses to the information requests.

WHEREFORE, the parties respectfully request that the Board grant the instant Joint Motion and adjudicate the case based upon the above stipulated facts.

Respectfully submitted,

Signed:

Dated:

/s/Julie R. Stern  
Julie R. Stern, Counsel for the General Counsel  
National Labor Relations Board, Region 6  
1000 Liberty Avenue, Room 904  
Pittsburgh, PA 15222-4111  
Phone: 412-690-7121  
Fax: 412-395-5986  
Email: julie.stern@nlrb.gov

8/15/19  
Date

/s/Philip K. Kontul  
Michael D. Glass, Counsel for Respondents  
Philip K. Kontul, Counsel for Respondents  
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.  
1 PPG Place, Suite 1900  
Pittsburgh, PA 15222  
Phone: (412) 394-3340  
Fax: (412) 232-1799  
Email: michael.glass@ogletree.com  
philip.kontul@ogletree.com

8/15/19  
Date

/s/Laura P. Karr  
Laura Karr, Staff Attorney  
Counsel for the Charging Parties  
United Mine Workers of America  
18354 Quantico Gateway Drive, Suite 200  
Triangle, VA 22172  
Phone: (703) 291-2431  
Fax: (703) 291-2448  
lkarr@umwa.org

8/15/19  
Date

**JOINT EXHIBIT 1(a)-(f)**

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
CHARGE AGAINST EMPLOYER

<b>DO NOT WRITE IN THIS SPACE</b>	
Case <b>06-CA-215195</b>	Date Filed <b>2-20-18</b>

**INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

**1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT**

a. Name of Employer Murray American Energy, Monongalia County Coal Company, Monongalia County Mine		b. Tel. No. (724) 451-3316
		c. Cell No. (304) 709-2349
		f. Fax No.
d. Address (Street, city, state, and ZIP code) PO Box 132 WV Blacksville 26521-0132	e. Employer Representative Jim Travelstead Human Resources Supervisor	g. e-Mail jimtravelstead@coalsource.com
		h. Number of workers employed 285
i. Type of Establishment (factory, mine, wholesaler, etc.) Coal	j. Identify principal product or service Coal	

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) 5 of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

--See additional page--

3. Full name of party filing charge (if labor organization, give full name, including local name and number)  
Jeff Allen Reel Title:

4a. Address (Street and number, city, state, and ZIP code) 720 Glade Fork Rd WV Mannington 26582-6320	4b. Tel. No. (304) 795-4352
	4c. Cell No.
	4d. Fax No.
	4e. e-Mail jreelumwa@gmail.com

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

<b>6. DECLARATION</b>		Tel. No. (304) 795-4352
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		Office, if any, Cell No.
By Jeff Allen Reel (signature of representative or person making charge)	Jeff Allen Reel Title: (Print/type name and title or office, if any)	Fax No.
720 Glade Fork Rd Address Mannington WV 26582-6320	02/20/2018 08:50:48 (date)	e-Mail jreelumwa@gmail.com

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)**

**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Information provided to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

**EXHIBIT**

JX- 1 (x)

## Basis of the Charge

### 8(a)(5)

Within the previous six months, the Employer failed and refused to bargain in good faith with the union as the collective bargaining representative of its employees by failing to furnish information requested by the union.

Date of request	Employer representative	List items requested	Date refused
1-23-18	Jim Travelstead	Contractor information	1-29-18
1-31-18	Jim Travelstead	Contractor information	2-9-18
2-6-18	Jim Travelstead	Contractor information	2-14-18

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD

MURRAY AMERICAN ENERGY,  
MONONGALIA COUNTY COAL COMPANY,  
MONONGALIA COUNTY MINE

Charged Party

and

JEFF ALLEN REEL, AN INDIVIDUAL

Charging Party

Case 06-CA-215195

**AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER**

I, the undersigned employee of the National Labor Relations Board, state under oath that on February 21, 2018, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Murray American Energy, Monongalia  
County Coal Company, Monongalia County  
Mine  
Jim Travelstead, Human Resources  
Supervisor  
PO Box 132  
Blacksville, WV 26521-0132

February 21, 2018

Date

Beverly Berger  
Designated Agent of NLRB

Name

/ s/ Beverly Berger

Signature

JX- EXHIBIT  
1 (b)

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD

**FIRST AMENDED CHARGE AGAINST EMPLOYER**

**INSTRUCTIONS:**

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
06-CA-215195	7-20-18

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

**1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT**

a. Name of Employer Murray American Energy, Inc. and the Monongalia County Coal Company, a single employer		b. Tel. No. (724)451-3316
		c. Cell No. (304)709-2349
d. Address (street, city, state ZIP code) PO Box 132, Blacksville, WV 26521-0132	e. Employer Representative Jim Travelstead Human Resources Supervisor	f. Fax No.
		g. e-Mail jimtravelstead@coalsource.com
		h. Dispute Location (City and State) Brave, PA
i. Type of Establishment (factory, nursing home, hotel) Coal	j. Principal Product or Service Coal	k. Number of workers at dispute location 285

1. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

**2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)**

Since about January 29, 2018, the Employer has failed and refused to bargain in good faith with United Mine Workers of America, District 31, Local 1702, AFL-CIO, CLC, as the collective bargaining representative of its employees by failing and refusing to furnish information requested by the Union on January 23, January 31 and February 6, 2018.

**3. Full name of party filing charge (if labor organization, give full name, including local name and number)**

United Mine Workers of America, District 31, Local 1702, AFL-CIO, CLC

**4a. Address (street and number, city, state, and ZIP code)**

720 Glade Fork Rd.  
Mannington, WV 26582-6320

**4b. Tel. No.**

(304)795-4352

**4c. Cell No.**

**4d. Fax No.**

**4e. e-Mail**

jreelumwa@gmail.com

**5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)**

United Mine Workers of America, AFL-CIO, CLC

**6. DECLARATION**

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

**Tel. No.**

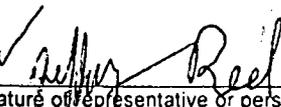
(304)795-4352

**Office, if any, Cell No.**

**Fax No.**

**e-Mail**

jreelumwa@gmail.com

By:   
(signature of representative or person making charge)

Jeff Allen Reel  
Vice President  
Print Name and Title

Address: 720 Glade Fork Rd.  
Mannington, WV 26582-6320

Date: 7-17-18

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001) PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

EXHIBIT

JX- (1c)

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD

**MURRAY AMERICAN ENERGY, INC. AND  
THE MONONGALIA COUNTY COAL  
COMPANY, A SINGLE EMPLOYER**

Charged Party

and

**UNITED MINE WORKERS OF AMERICA,  
DISTRICT 31, LOCAL 1702, AFL-CIO, CLC**

Charging Party

Case 06-CA-215195

**AFFIDAVIT OF SERVICE OF FIRST AMENDED CHARGE AGAINST EMPLOYER**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on July 20, 2018, I served the above-entitled document(s) by regular mail upon the following persons, addressed to them at the following addresses:

Murray American Energy, Inc. and the  
Monongalia County Coal Company, a single  
employer  
Jim Travelstead, Human Resources  
Supervisor  
P O Box 132  
Blacksville, WV 26521-0132

Michael D. Glass, Esquire  
Ogletree, Deakins, Nash, Smoak and Stewart,  
P. C.  
One PPG Place, Suite 1900  
Pittsburgh, PA 15222

Thomas A. Smock, Esquire  
Ogletree, Deakins, Nash, Smoak and Stewart,  
P. C.  
One PPG Place, Suite 1900  
Pittsburgh, PA 15222

July 20, 2018  
\_\_\_\_\_  
Date

Beverly Berger  
Designated Agent of NLRB  
\_\_\_\_\_  
Name

/s/ Beverly Berger  
\_\_\_\_\_  
Signature

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
CHARGE AGAINST EMPLOYER

<b>DO NOT WRITE IN THIS SPACE</b>	
Case 06-CA-218979	Date Filed 4-23-18

**INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

<b>1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT</b>	
a. Name of Employer Murray American Energy	
b. Tel. No. (740) 338-3192	
c. Cell No. (412) 657-3666	
f. Fax No. (740) 695-7261	
g. e-Mail timbaum@coalsource.com	
h. Number of workers employed 288	
d. Address (Street, city, state, and ZIP code) 46226 National Rd OH Saint Clairsville 43950-8742	e. Employer Representative Tim Baum Assistant Director to the Manager of Human Resources
i. Type of Establishment (factory, mine, wholesaler, etc.) Coal	j. Identify principal product or service
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) 5 of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.	
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)	
--See additional page--	
3. Full name of party filing charge (if labor organization, give full name, including local name and number) United Mine Workers of America, District 31, AFL-CIO	
4a. Address (Street and number, city, state, and ZIP code) 310 Gaston Avenue WV Fairmont 26554-_____	
4b. Tel. No. (304) 692-5953	
4c. Cell No.	
4d. Fax No.	
4e. e-Mail phillippi76@gmail.com	
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)	
<b>6. DECLARATION</b>	
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.	
By Michael S Phillippi (signature of representative or person making charge)	
Michael Phillippi Title: (Print/type name and title or office, if any)	
310 Gaston Avenue Address Fairmont WV 26554-_____	
04/23/2018 16:26:59 (date)	
Tel. No. (304) 692-5953	
Office, if any, Cell No.	
Fax No.	
e-Mail phillippi76@gmail.com	

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)**

**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The rule is published in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. The information is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

**EXHIBIT**

JX- 1 (e)

et forth in  
NLRB is

## Basis of the Charge

### 8(a)(5)

Within the previous six months, the Employer failed and refused to bargain in good faith with the union as the collective bargaining representative of its employees by failing to furnish information requested by the union.

Date of request	Employer representative	List items requested	Date refused
4-4-18	Cory Barack	Information on contractors performing work	4-6-18 and ongoing

**UNITED STATES OF AMERICA**  
**BEFORE THE NATIONAL LABOR RELATIONS BOARD**

**MURRAY AMERICAN ENERGY**  
  
Charged Party  
  
and  
  
**UNITED MINE WORKERS OF AMERICA**  
**DISTRICT 31, AFL-CIO**  
  
Charging Party

**Case 06-CA-218979**

**AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER**

I, the undersigned employee of the National Labor Relations Board, state under oath that on April 25, 2018, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Murray American Energy  
Tim Baum, Assistant Director to the Manager  
of Human Relations  
46226 National Rd  
Saint Clairsville, OH 43950-8742

Michael D. Glass, Esq.  
Thomas A. Smock, Esq.  
Ogletree, Deakins, Nash, Smoak and Stewart,  
P. C.  
One PPG Place, Suite 1900  
Pittsburgh, PA 15222

April 25, 2018

\_\_\_\_\_  
Date

Charlene M. Prosser, Designated Agent of  
NLRB

\_\_\_\_\_  
Name

/s/ Charlene M. Prosser

\_\_\_\_\_  
Signature

**EXHIBIT**

**JX- 1 (f)**

**JOINT EXHIBIT 1(g)-(n)**

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 6

MURRAY AMERICAN ENERGY, INC. AND THE  
MONONGALIA COUNTY COAL COMPANY, A  
SINGLE EMPLOYER

and

Case 06-CA-215195

UNITED MINE WORKERS OF AMERICA,  
DISTRICT 31, LOCAL 1702, AFL-CIO, CLC

MURRAY AMERICAN ENERGY, INC. AND THE  
HARRISON COUNTY COAL COMPANY, A  
SINGLE EMPLOYER

and

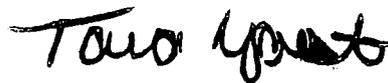
Case 06-CA-218979

UNITED MINE WORKERS OF AMERICA,  
DISTRICT 31, AFL-CIO, CLC

ORDER POSTPONING HEARING INDEFINITELY

**IT IS ORDERED** that the hearing in the above matter set for  
Wednesday, December 12, 2018 at 10:00 AM at the Monongalia County Courthouse, 243 High  
Street, Morgantown, WV is hereby postponed indefinitely due to the pendency of related charges  
for investigation.

Dated: November 20, 2018



---

TARA YOEST  
ACTING REGIONAL DIRECTOR  
NATIONAL LABOR RELATIONS BOARD  
REGION 06  
1000 Liberty Ave Rm 904  
Pittsburgh, PA 15222-4111

EXHIBIT  
JX- 1(g)

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 6**

**MURRAY AMERICAN ENERGY, INC. AND THE  
MONONGALIA COUNTY COAL COMPANY, A  
SINGLE EMPLOYER**

**and**

**Case 06-CA-215195**

**UNITED MINE WORKERS OF AMERICA,  
DISTRICT 31, LOCAL 1702, AFL-CIO, CLC**

**MURRAY AMERICAN ENERGY, INC. AND THE  
HARRISON COUNTY COAL COMPANY, A  
SINGLE EMPLOYER**

**and**

**Case 06-CA-218979**

**UNITED MINE WORKERS OF AMERICA,  
DISTRICT 31, AFL-CIO, CLC**

**AFFIDAVIT OF SERVICE OF: Order Postponing Hearing Indefinitely, dated November 20, 2018.**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on November 20, 2018, I served the above-entitled document(s) by **regular mail** upon the following persons, addressed to them at the following addresses:

Murray American Energy, Inc. and the  
Monongalia County Coal Company, a single  
Employer  
Jim Travelstead, Human Resources  
Supervisor  
P O Box 132  
Blacksville, WV 26521-0132

Thomas A. Smock, Esquire  
Ogletree, Deakins, Nash, Smoak  
and Stewart, P. C.  
One PPG Place, Suite 1900  
Pittsburgh, PA 15222

Michael D. Glass, Esquire  
Ogletree, Deakins, Nash, Smoak  
and Stewart, P. C.  
One PPG Place, Suite 1900  
Pittsburgh, PA 15222

Laura Karr, Esquire  
United Mine Workers of America, AFL-CIO  
18354 Quantico Gateway Drive, Suite 200  
Triangle, VA 22172-1779

**EXHIBIT**

**JX-**

**1(h)**

United Mine Workers of America, District 31  
Local 1702, AFL-CIO, CLC  
Jeff Allen Reel, Vice President  
720 Glade Fork Rd  
Mannington, WV 26582-6320

Murray American Energy, Inc.  
Mt. Tim Baum  
46226 National Rd  
Saint Clairsville, OH 43950-8742

United Mine Workers of America, AFL-CIO  
Mr. Michael S. Phillippi  
310 Gaston Ave  
Fairmont, WV 26554-2798

November 20, 2018

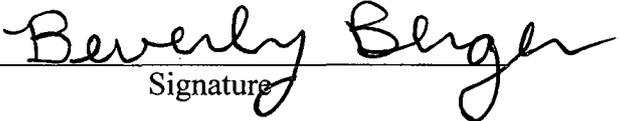
---

Date

Beverly Berger  
Designated Agent of NLRB

---

Name



---

Signature

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 6

MURRAY AMERICAN ENERGY, INC. AND THE  
MONONGALIA COUNTY COAL COMPANY, A  
SINGLE EMPLOYER

and

Case 06-CA-215195

UNITED MINE WORKERS OF AMERICA,  
DISTRICT 31, LOCAL 1702, AFL-CIO, CLC

MURRAY AMERICAN ENERGY, INC. AND THE  
HARRISON COUNTY COAL COMPANY, A  
SINGLE EMPLOYER

and

Case 06-CA-218979

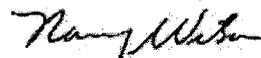
UNITED MINE WORKERS OF AMERICA,  
DISTRICT 31, AFL-CIO, CLC

ORDER RESCHEDULING HEARING

**IT IS HEREBY ORDERED** that the hearing in the above-entitled matter is rescheduled from Wednesday, December 12, 2018 at 10:00 AM to **10:00 AM on Monday, August 12, 2019** at the Monongalia County Courthouse, 243 High Street, Morgantown, WV.

The hearing will continue consecutive days until concluded.

Dated: May 2, 2019



---

NANCY WILSON  
REGIONAL DIRECTOR  
NATIONAL LABOR RELATIONS BOARD  
REGION 06  
1000 Liberty Ave Rm 904  
Pittsburgh, PA 15222-4111

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 6**

**MURRAY AMERICAN ENERGY, INC. AND THE  
MONONGALIA COUNTY COAL COMPANY, A  
SINGLE EMPLOYER**

**and**

**Case 06-CA-215195**

**UNITED MINE WORKERS OF AMERICA,  
DISTRICT 31, LOCAL 1702, AFL-CIO, CLC**

**MURRAY AMERICAN ENERGY, INC. AND THE  
HARRISON COUNTY COAL COMPANY, A  
SINGLE EMPLOYER**

**and**

**Case 06-CA-218979**

**UNITE MINE WORKERS OF AMERICA  
DISTRICT 31, AFL-CIO, CLC**

**AFFIDAVIT OF SERVICE OF ORDER RESCHEDULING HEARING dated May 2, 2019.**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on May 2, 2019, I served the above-entitled document(s) by **regular mail** upon the following persons, addressed to them at the following addresses:

Murray American Energy, Inc. and the  
Monongalia County Coal Company,  
a single Employer  
Jim Travelstead, Human Resources  
Supervisor  
P O Box 132  
Blacksville, WV 26521-0132

Thomas A. Smock, Esquire  
Ogletree, Deakins, Nash, Smoak  
and Stewart, P. C.  
One PPG Place, Suite 1900  
Pittsburgh, PA 15222

Michael D. Glass, Esquire  
Ogletree, Deakins, Nash, Smoak  
and Stewart, P. C.  
One PPG Place, Suite 1900  
Pittsburgh, PA 15222

Laura Karr, Esquire  
United Mine Workers of America, AFL-CIO  
18354 Quantico Gateway Drive  
Suite 200  
Triangle, VA 22172-1779

**EXHIBIT**

**JX-**

**1(4)**

United Mine Workers of America,  
District 31, Local 1702, AFL-CIO, CLC  
Jeff Allen Reel, Vice President  
720 Glade Fork Road  
Mannington, WV 26582-6320

Murray American Energy, Inc.  
Mr. Tim Baum  
46226 National Road  
Saint Clairsville, OH 43950-8742

United Mine Workers of America, AFL-CIO  
Mr. Michael S. Phillippi  
310 Gaston Avenue  
Fairmont, WV 26554-2798

May 2, 2019

---

Date

Beverly Berger  
Designated Agent of NLRB

---

Name

/s/ Beverly Berger

---

Signature

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 6

MURRAY AMERICAN ENERGY, INC. AND THE  
MONONGALIA COUNTY COAL COMPANY, A  
SINGLE EMPLOYER

and

Case 06-CA-215195

UNITED MINE WORKERS OF AMERICA,  
LOCAL 781, DISTRICT 17, AFL-CIO, CLC

MURRAY AMERICAN ENERGY, INC. AND THE  
HARRISON COUNTY COAL COMPANY, A  
SINGLE EMPLOYER

and

Case 06-CA-218979

UNITED MINE WORKERS OF AMERICA,  
DISTRICT 31, AFL-CIO, CLC

ORDER CHANGING LOCATION OF HEARING

**IT IS HEREBY ORDERED** that the location of the hearing in the above-entitled matter, which is scheduled to commence on August 12, 2019 at 10:00 a.m., is changed from Monongalia City Courthouse, 243 High Street, Room 202, Morgantown, West Virginia, to the National Labor Relations Board, Region Six Office, William S. Moorhead Federal Building, 1000 Liberty Avenue, Room 904, Pittsburgh, Pennsylvania. The date and the time of the scheduled hearing will remain unchanged and the hearing will continue on consecutive days, if necessary,

Dated: July 25, 2019



---

NANCY WILSON  
REGIONAL DIRECTOR  
NATIONAL LABOR RELATIONS BOARD  
REGION 06  
1000 Liberty Ave Rm 904  
Pittsburgh, PA 15222-4111

EXHIBIT  
JX- 1(K)

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 6

MURRAY AMERICAN ENERGY, INC. AND THE  
MONONGALIA COUNTY COAL COMPANY, A  
SINGLE EMPLOYER

and

Case 06-CA-215195

UNITED MINE WORKERS OF AMERICA,  
DISTRICT 31, LOCAL 1702, AFL-CIO

MURRAY AMERICAN ENERGY, INC. AND THE  
HARRISON COUNTY COAL COMPANY, A  
SINGLE EMPLOYER

and

Case 06-CA-218979

UNITED MINE WORKERS OF AMERICA,  
DISTRICT 31, AFL-CIO, CLC

**AFFIDAVIT OF SERVICE OF ORDER CHANGING LOCATION OF HEARING dated July 25, 2019.**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on July 25, 2019, I served the above-entitled document(s) by **regular mail** upon the following persons, addressed to them at the following addresses:

Murray American Energy, Inc. and the  
Monongalia County Coal Company, a single  
Employer  
Jim Travelstead, Human Resources  
Supervisor  
P O Box 132  
Blacksville, WV 26521-0132

Thomas A. Smock, Esquire  
Ogletree, Deakins, Nash, Smoak  
and Stewart, P. C.  
One PPG Place, Suite 1900  
Pittsburgh, PA 15222

Michael D. Glass, Esquire  
Ogletree, Deakins, Nash, Smoak  
and Stewart, P. C.  
One PPG Place, Suite 1900  
Pittsburgh, PA 15222

Laura Karr, Esquire  
United Mine Workers of America, AFL-CIO  
18354 Quantico Gateway Drive  
Suite 200  
Triangle, VA 22172-1779

EXHIBIT

JX- 1 (2)

United Mine Workers of America,  
District 31, Local 1702, AFL-CIO, CLC  
Jeff Allen Reel, Vice President  
720 Glade Fork Rd  
Mannington, WV 26582-6320

United Mine Workers of America, AFL-CIO  
Mr. Michael S. Phillippi  
310 Gaston Ave  
Fairmont, WV 26554-2798

Murray American Energy, Inc. and the  
Harrison County Coal Company, a  
single employer  
Mr. Tim Baum  
46226 National Road  
Saint Clairsville, OH 43950

Philip K. Kontul, Esquire  
Ogletree, Deakins, Nash, Smoak  
and Stewart, P.C.  
One PPG Place, Suite 1900  
Pittsburgh, PA 15222

July 25, 2019

Date

Beverly Berger  
Designated Agent of NLRB

Name

/s/ Beverly Berger

Signature

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 6**

**MURRAY AMERICAN ENERGY, INC. AND THE  
MONONGALIA COUNTY COAL COMPANY, A  
SINGLE EMPLOYER**

**and**

**Case 06-CA-215195**

**UNITED MINE WORKERS OF AMERICA,  
LOCAL 1781, DISTRICT 17, AFL-CIO, CLC**

**MURRAY AMERICAN ENERGY, INC. AND THE  
HARRISON COUNTY COAL COMPANY, A  
SINGLE EMPLOYER**

**and**

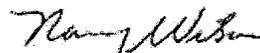
**Case 06-CA-218979**

**UNITED MINE WORKERS OF AMERICA,  
DISTRICT 31, AFL-CIO, CLC**

**SECOND ORDER RESCHEDULING HEARING**

**IT IS HEREBY ORDERED** that the hearing in the above-entitled matter, which is scheduled to commence on August 12, 2019 at 10:00 a.m., at the National Labor Relations Board, Region Six Office, William S. Moorhead Federal Building, 1000 Liberty Avenue, Room 904, Pittsburgh, Pennsylvania will be rescheduled to September 4, 2019 at 10:00 a.m. The hearing will continue consecutive days until concluded.

Dated: August 9, 2019



---

NANCY WILSON  
REGIONAL DIRECTOR  
NATIONAL LABOR RELATIONS BOARD  
REGION 06  
1000 Liberty Ave Rm 904  
Pittsburgh, PA 15222-4111

**EXHIBIT**  
JX- 1 (m)

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 6**

**MURRAY AMERICAN ENERGY, INC. AND THE  
MONONGALIA COUNTY COAL COMPANY, A  
SINGLE EMPLOYER**

**and**

**Case 06-CA-215195**

**UNITED MINE WORKERS OF AMERICA,  
LOCAL 781, DISTRICT 17, AFL-CIO, CLC**

**MURRAY AMERICAN ENERGY, INC. AND THE  
HARRISON COUNTY COAL COMPANY, A  
SINGLE EMPLOYER**

**and**

**Case 06-CA-218979**

**UNITE MINE WORKERS OF AMERICA  
DISTRICT 31, AFL-CIO, CLC**

**AFFIDAVIT OF SERVICE OF SECOND ORDER RESCHEDULING HEARING dated  
August 9, 2019.**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on August 9, 2019, I served the above-entitled document(s) by **regular mail and electronic mail** upon the following persons, addressed to them at the following addresses:

Murray American Energy, Inc. and the  
Monongalia County Coal Company,  
a single Employer  
Jim Travelstead, Human Resources  
Supervisor  
P O Box 132  
Blacksville, WV 26521-0132  
E-mail: jimtravelstead@coalsource.com

Thomas A. Smock, Esquire  
Ogletree, Deakins, Nash, Smoak  
and Stewart, P. C.  
One PPG Place, Suite 1900  
Pittsburgh, PA 15222  
E-mail: thomas.smock@ogletreedeakins.com

Michael D. Glass, Esquire  
Ogletree, Deakins, Nash, Smoak  
and Stewart, P. C.  
One PPG Place, Suite 1900  
Pittsburgh, PA 15222  
E-mail: michael.glass@ogletreedeakins.com

Laura Karr, Esquire  
United Mine Workers of America, AFL-CIO  
18354 Quantico Gateway Drive  
Suite 200  
Triangle, VA 22172-1779  
E-mail: lkarr@umwa.org

**EXHIBIT**

**JX- 1(n)**

United Mine Workers of America,  
District 31, Local 1702, AFL-CIO, CLC  
Jeff Allen Reel, Vice President  
720 Glade Fork Road  
Mannington, WV 26582-6320  
E-mail: jreelumwa@gmail.com

Murray American Energy, Inc. and the  
Harrison County Coal Company, a  
Single employer  
Mr. Tim Baum  
46226 National Road  
Saint Clairsville, OH 43950-8742  
E-mail: timbaum@coalsource.com

United Mine Workers of America, District  
31, Local 1702, AFL-CIO, CLC  
Mr. Michael S. Phillippi  
1414 Country Club Road  
Fairmont, WV 26554-2798  
E-mail: mphilippi@umwa.org

Philip K. Kontul, Esquire  
Ogletree, Deakins, Nash, Smoak and  
Stewart, P.C.  
One PPG Place, Suite 1900  
Pittsburgh, PA 15222  
E-mail: philip.kontul@ogletreedeakins.com

August 9, 2019

---

Date

Beverly Berger  
Designated Agent of NLRB

---

Name

/s/ Beverly Berger

---

Signature

**JOINT EXHIBIT 2(a)-(b)**

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 6**

**MURRAY AMERICAN ENERGY, INC. AND THE  
MONONGALIA COUNTY COAL COMPANY, A  
SINGLE EMPLOYER**

**and**

**Case 06-CA-215195**

**UNITED MINE WORKERS OF AMERICA,  
DISTRICT 31, LOCAL 1702 AFL-CIO, CLC**

**MURRAY AMERICAN ENERGY, INC. AND THE  
HARRISON COUNTY COAL COMPANY, A  
SINGLE EMPLOYER**

**and**

**Case 06-CA-218979**

**UNITED MINE WORKERS OF AMERICA,  
DISTRICT 31, AFL-CIO, CLC**

**ORDER CONSOLIDATING CASES, CONSOLIDATED  
COMPLAINT AND NOTICE OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, **IT IS ORDERED THAT** Case 06-CA-215195, which is based on a charge filed by United Mine Workers of America, District 31, Local 1702, AFL-CIO, CLC (Local 1702), against Murray American Energy, Inc. (Respondent Murray American) and the Monongalia County Coal Company (Respondent Monongalia County Coal), a Single Employer (Respondent Single Employer Monongalia County Coal); and Case 06-CA-218979, which is based on a charge filed by United Mine Workers of America, District 31, AFL-CIO, CLC (District 31), against Murray American Energy, Inc. and The Harrison County

**EXHIBIT**  
**JX- 2(a)**

---

Coal Company (Respondent Harrison County Coal), a Single Employer (Respondent Single Employer Harrison County Coal) are consolidated. Collectively, Respondent Murray American, Respondent Monongalia County Coal, Respondent Harrison County Coal and the Single Employer Respondents are herein referred to as “Respondent.” Collectively, Local 1702 and District 31 are herein referred to as “the Union.”

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Board’s Rules and Regulations, and alleges that Respondent has violated the Act as described below.

1. (a) The charge in Case 06-CA-215195 was filed by Local 1702 on February 20, 2018, and a copy was served on Respondent Single Employer Monongalia County Coal by U.S. mail on February 21, 2018.

(b) The first amended charge in Case 06-CA-215195 was filed by Local 1702 on July 20, 2018, and a copy was served on Respondent Single Employer Monongalia County Coal by U.S. mail on July 20, 2018.

(c) The charge in Case 06-CA-218979 was filed by District 31 on April 23, 2018, and a copy was served on Respondent Murray American by U. S. mail on April 25, 2018.

(d) The first amended charge in Case 06-CA-218979 was filed by District 31 on August 24, 2018, and a copy is hereby served by U.S. mail on Respondent Single Employer Harrison County Coal concurrently with this Order Consolidating Cases, Consolidated Complaint and Notice of Hearing.

2. At all material times, Respondent Murray American has been a corporation with an office and place of business in St. Clairsville, Ohio and has been engaged in the mining and

non-retail sale of coal through its wholly-owned subsidiaries, Respondent Monongalia County Coal and Respondent Harrison County Coal.

3. (a) At all material times, Respondent Monongalia County Coal has been a corporation with its headquarters in St. Clairsville, Ohio and a facility in Kuhntown, Pennsylvania, and has been engaged in the mining and non-retail sale of coal.

(b) At all material times, Respondent Murray American and Respondent Monongalia County Coal have been affiliated business enterprises with common officers, ownership, directors, management and supervision; have formulated and administered a common labor policy; have shared common premises and facilities; have provided services for each other; and have held themselves out to the public as a single-integrated business enterprise.

(c) Based on the operations described above in subparagraphs 3 (a) and (b), Respondent Murray American and Respondent Monongalia County Coal constitute a single-integrated enterprise and a single employer within the meaning of the Act.

4. (a) At all material times, Respondent Harrison County Coal has been a corporation with its headquarters in St. Clairsville, Ohio and a facility in Mannington, West Virginia, and has been engaged in the mining and non-retail sale of coal.

(b) At all material times, Respondent Murray American and Respondent Harrison County Coal have been affiliated business enterprises with common officers, ownership, directors, management and supervision; have formulated and administered a common labor policy; have shared common premises and facilities; have provided services for each other; and have held themselves out to the public as a single-integrated business enterprise.

(c) Based on the operations described above in subparagraphs 4 (a) and (b), Respondent Murray American and Respondent Harrison County Coal constitute a single-integrated enterprise and a single employer within the meaning of the Act.

5. (a) In conducting its business operations during the 12-month period ending January 31, 2018, Respondent Murray American and Respondent Monongalia County Coal collectively sold and shipped from its Kuhntown, Pennsylvania facility goods valued in excess of \$50,000 directly to points outside the Commonwealth of Pennsylvania.

(b) At all material times, Respondent Single Employer Monongalia County Coal has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

6. (a) In conducting its business operations during the 12-month period ending March 31, 2018, Respondent Murray American and Respondent Harrison County Coal collectively sold and shipped from its Mannington, West Virginia facility goods valued in excess of \$50,000 directly to points outside the state of West Virginia.

(b) At all material times, Respondent Single Employer Harrison County Coal has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

7. (a) At all material times, Local 1702 has been a labor organization within the meaning of Section 2(5) of the Act.

(b) At all material times District 31 has been a labor organization within the meaning of Section 2(5) of the Act.

8. At all material times, James Travelstead has held the position of Human Resources Manager and has been an agent of Respondent within the meaning of Section 2(13) of the Act.

9. The following employees of Respondent Monongalia County Coal (the Monongalia County Coal Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All employees employed by Respondent Monongalia County Coal at its facility located in Kuhltown, Pennsylvania who are engaged in the production of coal, including removal of overburden and coal waste, preparation, processing and cleaning of coal and transportation of coal (except by waterway and rail not owned by Respondent Monongalia County Coal), repair and maintenance work normally performed at the maintenance of gob piles and mine roads, and work of the type customarily related to all of the above.

10. The following employees of Respondent Harrison County Coal (the Harrison County Coal Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All employees employed by Respondent Harrison County Coal at its facility located in Mannington, West Virginia who are engaged in the production of coal, including removal of overburden and coal waste, preparation, processing and cleaning of coal and transportation of coal (except by waterway and rail not owned by Respondent Harrison County Coal), repair and maintenance work normally performed at the maintenance of gob piles and mine roads, and work of the type customarily related to all of the above.

11. (a) Since about December 5, 2013, Respondent Single Employer Monongalia County Coal and Respondent Single Employer Harrison County Coal have recognized the Union as the exclusive collective-bargaining representative of the Monongalia County Coal Unit and Harrison County Coal Unit, respectively.

(b) Since about August 15, 2016, Respondent Single Employer Monongalia County Coal and Respondent Single Employer Harrison County Coal adopted the National Bituminous Coal Wage Agreement covering the Monongalia County Coal Unit and the Harrison County Coal Unit.

(c) Respondent's recognition of the Union has been embodied in successive collective-bargaining agreements, the most recent of which is effective from August 15, 2016 to December 31, 2021.

12. At all times since December 5, 2013, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Monongalia County Coal Unit and the Harrison County Coal Unit.

13. About January 23, 2018, by electronic mail, the Union requested that Respondent Single Employer Monongalia County Coal furnish the Union with the following information: all invoices for contractors, the number of contractors, and all work performed by contractors from January 1, 2018 to January 23, 2018.

14. About January 29, 2018, by electronic mail, the Union requested that Respondent Single Employer Monongalia County Coal furnish the Union with the following information: all invoices for contractors, the number of contractors, and all work performed by contractors from January 22, 2018 to January 29, 2018.

15. About January 31, 2018, by electronic mail, the Union requested that Respondent Single Employer Monongalia County Coal furnish the Union with the following information: all invoices for contractors, the number of contractors, and all work performed by contractors from January 1, 2018 to January 31, 2018.

16. About February 6, 2018, by electronic mail, the Union requested that Respondent Single Employer Monongalia County Coal furnish the Union with the following information: all invoices for contractors, the number of contractors and all work performed by contractors from January 1, 2018 to February 6, 2018.

17. About February 12, 2018, by electronic mail, the Union requested that Respondent Single Employer Monongalia County Coal furnish the Union with the following information: all invoices for contractors, the number of contractors and all work performed by contractors from January 1, 2018 to February 4, 2018.

18. About February 12, 2018, by electronic mail, the Union requested that Respondent Single Employer Monongalia County Coal furnish the Union with the following information: all invoices for contractors, the number of contractors and all work performed by contractors from February 5, 2018 to February 12, 2018.

19. About February 15, 2018, by electronic mail, the Union requested that Respondent Single Employer Monongalia County Coal furnish the Union with the following information: all invoices for contractors, the number of contractors and all work performed by contractors from January 1, 2018 to February 15, 2018.

20. About February 15, 2018, by electronic mail, the Union requested that Respondent Single Employer Monongalia County Coal furnish the Union with the following information: all invoices for contractors, the number of contractors and all work performed by contractors on a weekly basis from February 15, 2018, going forward.

21. About February 19, 2018, by electronic mail, the Union requested that Respondent Single Employer Monongalia County Coal furnish the Union with the following

information: all invoices for contractors, the number of contractors and all work performed by contractors from February 12, 2018 to February 19, 2018.

22. About April 4, 2018, by electronic mail, the Union requested that Respondent Murray American furnish the Union with the following information: all invoices for contractors, the number of contractors and all work performed by contractors relevant to grievance #1702-25-18, which had been filed by the Union with respect to the Monongalia County Coal Unit.

23. About April 4, 2018, by electronic mail, the Union requested that Respondent Murray American furnish the Union with the following information: all invoices for contractors, the number of contractors, and all work performed by contractors relevant to grievance #1702-31-18, which had been filed by the Union with respect to the Monongalia County Coal Unit.

24. About April 4, 2018, by electronic mail, the Union requested that Respondent Murray American furnish the Union with the following information: all invoices for contractors, the number of contractors, and all work performed by contractors relevant to grievance #PP-23-18, which had been filed by the Union with respect to the Harrison County Coal Unit.

25. About April 4, 2018, by electronic mail, the Union requested that Respondent Murray American furnish the Union with the following information: all invoices for contractors, the number of contractors and all work performed by contractors relevant to grievances #PP-4-18 and #PP-5-18, which had been filed by the Union with respect to the Harrison County Coal Unit.

26. (a) The information requested by the Union, as described above in paragraphs 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23 is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Monongalia County Coal Unit.

(b) The information requested by the Union, as described above in paragraph 24 and 25 is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Harrison County Coal Unit.

27. (a) Since about February 14, 2018, Respondent, by its attorney, by electronic mail, has failed and refused to furnish the Union with the information requested by it as described above in paragraphs 13, 14, 15, 16, 17, and 18.

(b) Since about February 20, 2018, Respondent, by its attorney, by electronic mail, has failed and refused to furnish the Union with the information requested by it as described above in paragraphs 19, 20 and 21.

(c) Since about April 4, 2018, Respondent has failed and refused to furnish the Union with the information requested by it as described above in paragraphs 22, 23 and 24.

28. From about April 4, 2018 to about May 31, 2018, Respondent unreasonably delayed in furnishing the Union with the information requested by it as described above in paragraph 25.

29. By the conduct described above in paragraphs 27 and 28, Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

30. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

#### **ANSWER REQUIREMENT**

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be **received by this office on or before September 14, 2018, or postmarked on or before September 13, 2018.**

Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to [www.nlr.gov](http://www.nlr.gov), click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

**NOTICE OF HEARING**

PLEASE TAKE NOTICE THAT on December 12, 2018, at 10:00 a.m., at the Monongalia County Courthouse, 243 High Street, Morgantown, WV, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: August 31, 2018



---

NANCY WILSON  
REGIONAL DIRECTOR  
NATIONAL LABOR RELATIONS BOARD  
REGION 06  
1000 Liberty Ave Rm 904  
Pittsburgh, PA 15222-4111

Attachments

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD

**FIRST AMENDED CHARGE AGAINST EMPLOYER**

**INSTRUCTIONS:**

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
06-CA-218979	8-24-18

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

**1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT**

a. Name of Employer Murray American Energy, Inc. and The Harrison County Coal Company, a Single Employer		b. Tel. No. (740)338-3192
		c. Cell No. (412)657-3666
d. Address (street, city, state ZIP code) 46226 National Rd, Saint Clairsville, OH 43950-8742	e. Employer Representative Tim Baum Assistant Director to the Manager of Human Relations	f. Fax No. (740)695-7261
		g. e-Mail timbaum@coalsource.com
		h. Dispute Location (City and State) Brave, PA
i. Type of Establishment (factory, nursing home, hotel) Mine	j. Principal Product or Service Coal	k. Number of workers at dispute location 288

1. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

Since April 4, 2018, the Employer has failed and refused to bargain in good faith with United Mine Workers of America, District 31, AFL-CIO, CLC, as the exclusive collective bargaining representative of its employees by failing and refusing to furnish certain information requested by the Union on April 4, 2018, relating to grievances the Union had filed.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

United Mine Workers of America, District 31, AFL-CIO, CLC

4a. Address (street and number, city, state, and ZIP code)

310 Gaston Ave, Fairmont,  
WV 26554-2798

4b. Tel. No.

4c. Cell No.  
(304)692-5953

4d. Fax No.

4e. e-Mail  
mphillippi@umwa.org

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

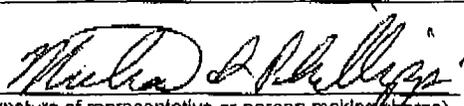
United Mine Workers of America, AFL-CIO, CLC

**6. DECLARATION**

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

Tel. No.

By:



Michael S. Phillippi  
District Representative

Office, if any, Cell No.  
(304)692-5953

(signature of representative or person making charge)

Print Name and Title

Fax No.

Address: 310 Gaston Ave,  
Fairmont, WV 26554-2798

Date: 8-24-18

e-Mail  
mphillippi@umwa.org

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)**

**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the

NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
NOTICE

Cases 06-CA-215195 and  
06-CA-218979

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements *will not be granted* unless good and sufficient grounds are shown *and* the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in *detail*;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

Murray American Energy, Inc. and the  
Monongalia County Coal  
Company, a single Employer  
Jim Travelstead, Human Resources  
Supervisor  
P O Box 132  
Blacksville, WV 26521-0132

Thomas A. Smock, Esquire  
Ogletree, Deakins, Nash, Smoak  
and Stewart, P. C.  
One PPG Place, Suite 1900  
Pittsburgh, PA 15222

Michael D. Glass, Esquire  
Ogletree, Deakins, Nash, Smoak  
and Stewart, P. C.  
One PPG Place, Suite 1900  
Pittsburgh, PA 15222

United Mine Workers of America, District 31,  
Local 1702, AFL-CIO, CLC  
Jeff Allen Reel, Vice President  
720 Glade Fork Road  
Mannington, WV 26582-6320

Murray American Energy, Inc. and  
The Harrison County Coal Company,  
a Single Employer  
Tim Baum, Assistant Director to  
the Manager of Human Relations  
46226 National Rd  
Saint Clairsville, OH 43950-8742

United Mine Workers of America  
District 31, AFL-CIO  
Mr. Michael S. Phillippi  
310 Gaston Avenue  
Fairmont, WV 26554-2798

## Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: [www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules\\_and\\_regs\\_part\\_102.pdf](http://www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf).

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at [www.nlr.gov](http://www.nlr.gov), click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

**Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement.** The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

### I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

### II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.

- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.
- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

### III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 6**

**MURRAY AMERICAN ENERGY, INC. AND THE  
MONONGALIA COUNTY COAL COMPANY, A  
SINGLE EMPLOYER**

**and**

**Case 06-CA-215195**

**UNITED MINE WORKERS OF AMERICA,  
DISTRICT 31, LOCAL 1702, AFL-CIO, CLC**

**MURRAY AMERICAN ENERGY, INC. AND THE  
HARRISON COUNTY COAL COMPANY, A  
SINGLE EMPLOYER**

**and**

**Case 06-CA-218979**

**UNITED MINE WORKERS OF AMERICA,  
DISTRICT 31, AFL-CIO, CLC**

**AFFIDAVIT OF SERVICE OF: Order Consolidating Cases, Consolidated Complaint  
and Notice of Hearing with forms NLRB-4338 and NLRB-4668 attached dated August  
31, 2018.**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on August 31, 2018, I served the above-entitled document(s) by **certified or regular mail**, as noted below, upon the following persons, addressed to them at the following addresses:

Murray American Energy, Inc. and the  
Monongalia County Coal Company, a single  
Employer  
Jim Travelstead, Human Resources  
Supervisor  
P O Box 132  
Blacksville, WV 26521-0132

**CERTIFIED MAIL, RETURN RECEIPT  
REQUESTED**

Thomas A. Smock, Esquire  
Ogletree, Deakins, Nash, Smoak  
and Stewart, P. C.  
One PPG Place, Suite 1900  
Pittsburgh, PA 15222

**FIRST CLASS MAIL**

**EXHIBIT**

**JX- 2 (b)**

Michael D. Glass, Esquire  
Ogletree, Deakins, Nash, Smoak and  
Stewart, P. C.  
One PPG Place, Suite 1900  
Pittsburgh, PA 15222

**FIRST CLASS MAIL**

Murray American Energy, Inc. and The  
Harrison County Coal Company,  
a Single Employer  
Tim Baum , Assistant Director to the  
Manager of Human Relations  
46226 National Road  
Saint Clairsville, OH 43950-8742

**CERTIFIED MAIL, RETURN RECEIPT  
REQUESTED**

United Mine Workers of America, District 31,  
Local 1702, AFL-CIO, CLC  
Jeff Allen Reel, Vice President  
720 Glade Fork Rd  
Mannington, WV 26582-6320

**CERTIFIED MAIL**

7017 3040 0000 5475 6166

United Mine Workers of America  
District 31, AFL-CIO  
Mr. Michael S. Phillippi  
310 Gaston Avenue  
Fairmont, WV 26554-2798

**CERTIFIED MAIL**

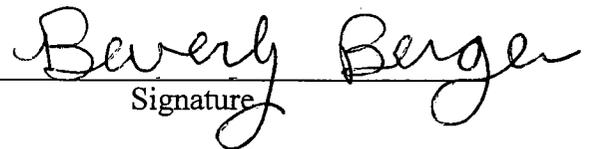
7017 3040 0000 5475 6159

August 31, 2018

Date

Beverly Berger  
Designated Agent of NLRB

Name

  
Signature

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
NOTICE

Cases 06-CA-215195 and  
06-CA-218979

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements *will not be granted* unless good and sufficient grounds are shown *and* the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in *detail*;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

Murray American Energy, Inc. and the  
Monongalia County Coal  
Company, a single Employer  
Jim Travelstead, Human Resources  
Supervisor  
P O Box 132  
Blacksville, WV 26521-0132

Thomas A. Smock, Esquire  
Ogletree, Deakins, Nash, Smoak  
and Stewart, P. C.  
One PPG Place, Suite 1900  
Pittsburgh, PA 15222

Michael D. Glass, Esquire  
Ogletree, Deakins, Nash, Smoak  
and Stewart, P. C.  
One PPG Place, Suite 1900  
Pittsburgh, PA 15222

United Mine Workers of America, District 31,  
Local 1702, AFL-CIO, CLC  
Jeff Allen Reel, Vice President  
720 Glade Fork Road  
Mannington, WV 26582-6320

Murray American Energy, Inc. and  
The Harrison County Coal Company,  
a Single Employer  
Tim Baum, Assistant Director to  
the Manager of Human Relations  
46226 National Rd  
Saint Clairsville, OH 43950-8742

United Mine Workers of America  
District 31, AFL-CIO  
Mr. Michael S. Phillippi  
310 Gaston Avenue  
Fairmont, WV 26554-2798

## Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: [www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules\\_and\\_regs\\_part\\_102.pdf](http://www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf).

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at [www.nlr.gov](http://www.nlr.gov), click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

**Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement.** The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

### I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

### II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered

**in evidence.** If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

### III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

7017 3040 0000 5475 6166

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

**OFFICIAL USE**

Certified Mail Fee  
\$

Extra Services & Fees (check box, add fee as appropriate)  
 Return Receipt (hardcopy) \$  
 Return Receipt (electronic) \$

United Mine Workers of America, District 31,  
Local 1702, AFL-CIO, CLC  
Jeff Allen Reed, Vice President  
720 Glade Fork Rd  
Mannington, WV 26582-6320

\* 215195  
\* 218979  
CORNOK

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7017 3040 0000 5475 6176

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

**OFFICIAL USE**

Certified Mail Fee  
\$

Extra Services & Fees (check box, add fee as appropriate)  
 Return Receipt (hardcopy) \$  
 Return Receipt (electronic) \$

Murray American Energy, Inc. and The  
Harrison County Coal Company,  
a Single Employer  
Tim Baum, Assistant Director to the  
Manager of Human Relations  
46226 National Road  
Saint Clairsville, OH 43950-8742

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7017 3040 0000 5475 6180

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

**OFFICIAL USE**

Certified Mail Fee  
\$

Extra Services & Fees (check box, add fee as appropriate)  
 Return Receipt (hardcopy) \$  
 Return Receipt (electronic) \$

Murray American Energy, Inc. and the  
Monongalia County Coal Company, a single  
Employer  
Pc Jim Travelstead, Human Resources  
Supervisor  
To P O Box 132  
Blacksville, WV 26521-0132

Street and Apt. No., or P.O. Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7017 3040 0000 5475 6159

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

**OFFICIAL USE**

Certified Mail Fee  
\$

United Mine Workers of America  
District 31, AFL-CIO  
Mr. Michael S. Phillippi  
310 Gaston Avenue  
Fairmont, WV 26554-2798

\* 215195  
\* 218979  
order  
concept

Street and Apt. No., or P.O. Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Murray American Energy, Inc. and The  
Harrison County Coal Company,  
a Single Employer  
Tim Baum, Assistant Director to the  
Manager of Human Relations  
46226 National Road  
Saint Clairsville, OH 43950-8742

*order cons ept*

7017 3040 0000 5475 6173

PS Form 3811, February 2004

Domestic Return Receipt

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type

- Certified Mail
- Registered
- Insured Mail
- Express Mail
- Return Receipt for Merchandise
- C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

*X 215195*  
*X 218979*

102595-02-M-1540

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Murray American Energy, Inc. and The  
Harrison County Coal Company,  
a Single Employer  
Tim Baum, Assistant Director to the  
Manager of Human Relations  
46226 National Road  
Saint Clairsville, OH 43950-8742

*order cons ept*

7017 3040 0000 5475 6173

PS Form 3811, February 2004

Domestic Return Receipt

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *Red Hess*

Agent

Addressee

B. Received by (Printed Name)

*Red Hess*

C. Date of Delivery

*9-4-98*

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type

- Certified Mail
- Registered
- Insured Mail
- Express Mail
- Return Receipt for Merchandise
- C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

*X 215195*  
*X 218979*

102595-02-M-1540

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Murray American Energy, Inc. and the  
 Monongalia County Coal Company, a single  
 Employer  
 Jim Travelstead, Human Resources  
 Supervisor  
 P O Box 132  
 Blacksville, WV 26521-0132

Article Number (Transfer from service label) *and cons cases* **NOH**  
 7017 3040 0000 5475 6180

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  Addressee  
 X

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

- Service Type  Priority Mail Express®  
 Registered Mail™  
 Registered Mail Restricted Delivery  
 Return Receipt for Merchandise  
 Signature Confirmation™  
 Signature Confirmation Restricted Delivery
- Adult Signature  Registered Mail™  
 Adult Signature Restricted Delivery  Registered Mail Restricted Delivery  
 Certified Mail®  Return Receipt for Merchandise  
 Certified Mail Restricted Delivery  Signature Confirmation™  
 Collect on Delivery  Signature Confirmation Restricted Delivery  
 Collect on Delivery Restricted Delivery  Signature Confirmation Restricted Delivery  
 Insured Mail  Signature Confirmation Restricted Delivery  
 Insured Mail Restricted Delivery (over \$500)  Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9058 *018479 X 215195* Domestic Return Receipt

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Murray American Energy, Inc. and the  
 Monongalia County Coal Company, a single  
 Employer  
 Jim Travelstead, Human Resources  
 Supervisor  
 P O Box 132  
 Blacksville, WV 26521-0132

Article Number (Transfer from service label) *and cons cases* **NOH**  
 7017 3040 0000 5475 6180

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  Addressee  
 X *Sarah Parrish*

B. Received by (Printed Name) C. Date of Delivery  
*Sarah Parrish* | *10-08-18*

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

- Service Type  Priority Mail Express®  
 Registered Mail™  
 Registered Mail Restricted Delivery  
 Return Receipt for Merchandise  
 Signature Confirmation™  
 Signature Confirmation Restricted Delivery
- Adult Signature  Registered Mail™  
 Adult Signature Restricted Delivery  Registered Mail Restricted Delivery  
 Certified Mail®  Return Receipt for Merchandise  
 Certified Mail Restricted Delivery  Signature Confirmation™  
 Collect on Delivery  Signature Confirmation Restricted Delivery  
 Collect on Delivery Restricted Delivery  Signature Confirmation Restricted Delivery  
 Insured Mail  Signature Confirmation Restricted Delivery  
 Insured Mail Restricted Delivery (over \$500)  Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9058 *018479 X 215195* Domestic Return Receipt

**JOINT EXHIBIT 3**

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 6

MURRAY AMERICAN ENERGY, INC., AND THE  
MONONGALIA COUNTY COAL COMPANY, A  
SINGLE EMPLOYER,

and

Case 06-CA-215195

UNITED MINE WORKERS OF AMERICA,  
DISTRICT 31, LOCAL 1702 AFL-CIO, CLC

MURRAY AMERICAN ENERGY, INC., AND THE  
HARRISON COUNTY COAL COMPANY, A  
SINGLE EMPLOYER,

and

Case 06-CA-218979

UNITED MINE WORKERS OF AMERICA,  
DISTRICT 31, AFL-CIO, CLC

**ANSWER TO CONSOLIDATED COMPLAINT**

Murray American Energy, Inc. (“Respondent MAEI”), The Monongalia County Coal Company (“Respondent Monongalia”), and The Harrison County Coal Company (“Respondent Harrison”)(Respondent MAEI, Respondent Monongalia, and Respondent Harrison referred to collectively as the “Respondents”), pursuant to Sections 102.20 and 102.21 of the Rules and Regulations of the National Labor Relations Board, deny that they violated the National Labor Relations Act and answer the Order Consolidating Cases, Consolidated Complaint and Notice of Hearing dated August 31, 2018 (“Consolidated Complaint”) as follows:

**FIRST DEFENSE**

1. (a) The allegations contained in Paragraph 1(a) of the Consolidated Complaint are admitted.

(b) The allegations contained in Paragraph 1(b) of the Consolidated Complaint are admitted.

(c) The allegations contained in Paragraph 1(c) of the Consolidated Complaint are admitted.

(d) The allegations contained in Paragraph 1(d) of the Consolidated Complaint are admitted.

2. The allegations contained in Paragraph 2 of the Consolidated Complaint are admitted in part and denied in part. By way of further response, the Respondents are without knowledge or information sufficient to determine the meaning attached to the phrase “at all material times” and, therefore, deny all allegations related to that term. By way of further response, the Respondents admit only that Respondent MAEI is a corporation, it maintains its headquarters in St. Clairsville, Ohio, and is engaged in the mining of and non-retail sale of coal through its wholly-owned subsidiaries, Respondent Monongalia and Respondent Harrison. The remaining allegations contained in Paragraph 2 of the Consolidated Complaint are denied.

3. (a) The allegations contained in Paragraph 3(a) of the Consolidated Complaint are admitted in part and denied in part. By way of further response, the Respondents are without knowledge or information sufficient to determine the meaning attached to the phrase “at all material times” and, therefore, deny all allegations related to that term. By way of further response, the Respondents admit only that Respondent Monongalia is a corporation, maintains its headquarters in St. Clairsville, Ohio, maintains a place of business in Kuhntown, Pennsylvania, and is engaged in the mining and non-retail sale of coal. The remaining allegations contained in Paragraph 3(a) of the Consolidated Complaint are denied.

(b) The allegations contained in Paragraph 3(b) of the Consolidated Complaint are admitted in part and denied in part. By way of further response, the Respondents are without knowledge or information sufficient to determine the meaning attached to the phrase “at all material times” and, therefore, deny all allegations related to that term. By way of further response, the Respondents admit, since December 6, 2013, the allegations in Paragraph 3(b) of the Consolidated Complaint, except Respondent Monongalia denies that it has provided services for Respondent MAEI. The remaining allegations contained in Paragraph 3(b) of the Consolidated Complaint are denied.

(c) The allegations contained in Paragraph 3(c) of the Consolidated Complaint are conclusions of law to which no response is required; to the extent a response is deemed necessary, they are admitted by the Respondents.

4. (a) The allegations contained in Paragraph 4(a) of the Consolidated Complaint are admitted in part and denied in part. By way of further response, the Respondents are without knowledge or information sufficient to determine the meaning attached to the phrase “at all material times” and, therefore, deny all allegations related to that term. By way of further response, the Respondents admit only that Respondent Harrison is a corporation, maintains its headquarters in St. Clairsville, Ohio, maintains a place of business in Mannington, West Virginia, and is engaged in the mining and non-retail sale of coal. The remaining allegations contained in Paragraph 4(a) of the Consolidated Complaint are denied.

(b) The allegations contained in Paragraph 4(b) of the Consolidated Complaint are admitted in part and denied in part. By way of further response, the Respondents are without knowledge or information sufficient to determine the meaning attached to the phrase “at all material times” and, therefore, deny all allegations related to that term. By way of further

response, the Respondents admit, since December 6, 2013, the allegations in Paragraph 4(b) of the Consolidated Complaint, except Respondent Harrison denies that it has provided services for Respondent MAEI. The remaining allegations contained in Paragraph 4(b) of the Consolidated Complaint are denied.

(c) The allegations contained in Paragraph 4(c) of the Consolidated Complaint are conclusions of law to which no response is required; to the extent a response is deemed necessary, they are admitted by the Respondents

5. (a) The allegations contained in Paragraph 5(a) of the Consolidated Complaint are admitted.

(b) The allegations contained in Paragraph 5(b) of the Consolidated Complaint are admitted in part and denied in part. By way of further response, the Respondents are without knowledge or information sufficient to determine the meaning attached to the phrase “at all material times” and, therefore, deny all allegations related to that term. The remaining allegations contained in Paragraph 5(b) of the Consolidated Complaint are conclusions of law to which no response is required; to the extent a response is deemed necessary, they are admitted.

6. (a) The allegations contained in Paragraph 6(a) of the Consolidated Complaint are admitted.

(b) The allegations contained in Paragraph 6(b) of the Consolidated Complaint are admitted in part and denied in part. By way of further response, the Respondents are without knowledge or information sufficient to determine the meaning attached to the phrase “at all material times” and, therefore, deny all allegations related to that term. The remaining allegations contained in Paragraph 6(b) of the Consolidated Complaint are conclusions of law to which no response is required; to the extent a response is deemed necessary, they are admitted.

7. (a) The allegations contained in Paragraph 7(a) of the Consolidated Complaint are admitted in part and denied in part. By way of further response, the Respondents are without knowledge or information sufficient to determine the meaning attached to the phrase “at all material times” and, therefore, deny all allegations related to that term. The remaining allegations contained in Paragraph 7(a) of the Consolidated Complaint are conclusions of law to which no response is required; to the extent a response is deemed necessary, they are admitted.

(b) The allegations contained in Paragraph 7(b) of the Consolidated Complaint that “District 31” is a labor organization are denied. By way of further answer, District 31 is an administrative division of the International Union, United Mine Workers of America, and lacks the legal capacity to sue or be sued. By way of further response, the Respondents are without knowledge or information sufficient to determine the meaning attached to the phrase “at all material times” and, therefore, deny all allegations related to that term. The remaining allegations contained in Paragraph 7(b) of the Consolidated Complaint are conclusions of law to which no response is required; to the extent a response is deemed necessary, they are admitted.

8. The allegations contained in Paragraph 8 of the Consolidated Complaint are admitted in part and denied in part. By way of further response, the Respondents are without knowledge or information sufficient to determine the meaning attached to the phrase “at all material times” and, therefore, deny all allegations related to that term. The Respondents admit only that James Travelstead is the Human Resources Manager at Respondent Monongalia’s Monongalia County Mine. The remaining allegations contained in Paragraph 8 of the

Consolidated Complaint are conclusions of law to which no response is required; to the extent a response is deemed necessary, they are admitted.

9. The allegations contained in Paragraph 9 of the Consolidated Complaint are conclusions of law to which no response is required; to the extent a response is deemed necessary, they are admitted.

10. The allegations contained in Paragraph 10 of the Consolidated Complaint are conclusions of law to which no response is required; to the extent a response is deemed necessary, they are admitted.

11. (a) The allegations contained in Paragraph 11(a) of the Consolidated Complaint are admitted in part and denied in part. By way of further response, the Respondents are without knowledge or information sufficient to determine the meaning attached to the phrase “since about December 5, 2013” and, therefore, deny all allegations related to that term. The Respondents admit only that since December 5, 2013, Respondent Monongalia and Respondent Harrison have recognized the International Union, United Mine Workers of America as the exclusive collective bargaining representative of the hourly production and maintenance workers at Respondent Monongalia’s Monongalia County Mine and Respondent Harrison’s Harrison County Mine, respectively. The remaining allegations contained in Paragraph 11(a) of the Consolidated Complaint are denied.

(b) The allegations contained in Paragraph 11(b) of the Consolidated Complaint are admitted in part and denied in part. By way of further response, the Respondents are without knowledge or information sufficient to determine the meaning attached to the phrase “since about August 15, 2016” and, therefore, deny all allegations related to that term. The Respondents admit only that since August 15, 2016, Respondent Monongalia and Respondent

Harrison adopted the National Bituminous Coal Wage Agreement of 2016 (the “2016 NBCWA”) as the collective bargaining agreement applicable to the hourly production and maintenance workers at Respondent Monongalia’s Monongalia County Mine and Respondent Harrison’s Harrison County Mine, respectively. The remaining allegations contained in Paragraph 11(b) of the Consolidated Complaint are denied.

(c) The allegations contained in Paragraph 11(c) of the Consolidated Complaint are admitted in part and denied in part. By way of further response, the Respondents are without knowledge or information sufficient to determine the meaning attached to the phrase “successive collective bargaining agreements” and, therefore, deny all allegations related to that term. The Respondents admit only that Respondent Monongalia and Respondent Harrison adopted the 2016 NBCWA as the collective bargaining agreement applicable to the hourly production and maintenance workers at Respondent Monongalia’s Monongalia County Mine and Respondent Harrison’s Harrison County Mine, respectively, and that the terms of the 2016 NBCWA are effective from August 15, 2016 to December 31, 2021. The remaining allegations contained in Paragraph 11(c) of the Consolidated Complaint are denied.

12. The allegations contained in Paragraph 12 of the Consolidated Complaint are conclusions of law to which no response is required; to the extent a response is deemed necessary, they are admitted.

13. The allegations contained in Paragraph 13 of the Consolidated Complaint are admitted in part and denied in part. By way of further response, the Respondents are without knowledge or information sufficient to determine the meaning attached to the phrase “about January 23, 2018” and, therefore, deny all allegations related to that term. The Respondents admit only that Local 1702 of the United Mine Workers of America (“Local 1702”) sent an

electronic mail message to Respondent Monongalia dated January 23, 2018. That electronic mail message is in writing, speaks for itself, and is the best evidence of its contents; therefore, all allegations or characterizations of fact concerning the January 23, 2018 electronic mail message are denied. The remaining allegations contained in Paragraph 13 of the Consolidated Complaint are denied.

14. The allegations contained in Paragraph 14 of the Consolidated Complaint are admitted in part and denied in part. By way of further response, the Respondents are without knowledge or information sufficient to determine the meaning attached to the phrase “about January 29, 2018” and, therefore, deny all allegations related to that term. The Respondents admit only that Local 1702 sent an electronic mail message to Respondent Monongalia dated January 29, 2018. That electronic mail message is in writing, speaks for itself, and is the best evidence of its contents; therefore, all allegations or characterizations of fact concerning the January 29, 2018 electronic mail message are denied. The remaining allegations contained in Paragraph 14 of the Consolidated Complaint are denied.

15. The allegations contained in Paragraph 15 of the Consolidated Complaint are admitted in part and denied in part. By way of further response, the Respondents are without knowledge or information sufficient to determine the meaning attached to the phrase “about January 31, 2018” and, therefore, deny all allegations related to that term. The Respondents admit only that Local 1702 sent an electronic mail message to Respondent Monongalia dated January 31, 2018. That electronic mail message is in writing, speaks for itself, and is the best evidence of its contents; therefore, all allegations or characterizations of fact concerning the January 31, 2018 electronic mail message are denied. The remaining allegations contained in Paragraph 15 of the Consolidated Complaint are denied.

16. The allegations contained in Paragraph 16 of the Consolidated Complaint are admitted in part and denied in part. By way of further response, the Respondents are without knowledge or information sufficient to determine the meaning attached to the phrase “about February 6, 2018” and, therefore, deny all allegations related to that term. The Respondents admit only that Local 1702 sent an electronic mail message to Respondent Monongalia dated February 6, 2018. That electronic mail message is in writing, speaks for itself, and is the best evidence of its contents; therefore, all allegations or characterizations of fact concerning the February 6, 2018 electronic mail message are denied. The remaining allegations contained in Paragraph 16 of the Consolidated Complaint are denied.

17. The allegations contained in Paragraph 17 of the Consolidated Complaint are admitted in part and denied in part. By way of further response, the Respondents are without knowledge or information sufficient to determine the meaning attached to the phrase “about February 12, 2018” and, therefore, deny all allegations related to that term. The Respondents admit only that Local 1702 sent an electronic mail message to Respondent Monongalia dated February 12, 2018. That electronic mail message is in writing, speaks for itself, and is the best evidence of its contents; therefore, all allegations or characterizations of fact concerning the February 12, 2018 electronic mail message are denied. The remaining allegations contained in Paragraph 17 of the Consolidated Complaint are denied.

18. The allegations contained in Paragraph 18 of the Consolidated Complaint are admitted in part and denied in part. By way of further response, the Respondents are without knowledge or information sufficient to determine the meaning attached to the phrase “about February 12, 2018” and, therefore, deny all allegations related to that term. The Respondents admit only that Local 1702 sent an electronic mail message to Respondent Monongalia dated

February 12, 2018. That electronic mail message is in writing, speaks for itself, and is the best evidence of its contents; therefore, all allegations or characterizations of fact concerning the February 12, 2018 electronic mail message are denied. The remaining allegations contained in Paragraph 18 of the Consolidated Complaint are denied.

19. The allegations contained in Paragraph 19 of the Consolidated Complaint are admitted in part and denied in part. By way of further response, the Respondents are without knowledge or information sufficient to determine the meaning attached to the phrase “about February 15, 2018” and, therefore, deny all allegations related to that term. The Respondents admit only that Local 1702 sent an electronic mail message to Respondent MAEI dated February 15, 2018. That electronic mail message is in writing, speaks for itself, and is the best evidence of its contents; therefore, all allegations or characterizations of fact concerning the February 15, 2018 electronic mail message are denied. The remaining allegations contained in Paragraph 19 of the Consolidated Complaint are denied.

20. The allegations contained in Paragraph 20 of the Consolidated Complaint are admitted in part and denied in part. By way of further response, the Respondents are without knowledge or information sufficient to determine the meaning attached to the phrase “about February 15, 2018” and, therefore, deny all allegations related to that term. The Respondents admit only that Local 1702 sent an electronic mail message to Respondent MAEI dated February 15, 2018. That electronic mail message is in writing, speaks for itself, and is the best evidence of its contents; therefore, all allegations or characterizations of fact concerning the February 15, 2018 electronic mail message are denied. The remaining allegations contained in Paragraph 20 of the Consolidated Complaint are denied.

21. The allegations contained in Paragraph 21 of the Consolidated Complaint are admitted in part and denied in part. By way of further response, the Respondents are without knowledge or information sufficient to determine the meaning attached to the phrase “about February 19, 2018” and, therefore, deny all allegations related to that term. The Respondents admit only that Local 1702 sent an electronic mail message to Respondent Monongalia dated February 19, 2018. That electronic mail message is in writing, speaks for itself, and is the best evidence of its contents; therefore, all allegations or characterizations of fact concerning the February 19, 2018 electronic mail message are denied. The remaining allegations contained in Paragraph 21 of the Consolidated Complaint are denied.

22. The allegations contained in Paragraph 22 of the Consolidated Complaint are admitted in part and denied in part. By way of further response, the Respondents are without knowledge or information sufficient to determine the meaning attached to the phrase “about April 4, 2018” and, therefore, deny all allegations related to that term. The Respondents admit only that the International Union, United Mine Workers of America through its District 31 office, sent an electronic mail message to Respondent MAEI dated April 4, 2018. That electronic mail message is in writing, speaks for itself, and is the best evidence of its contents; therefore, all allegations or characterizations of fact concerning the April 4, 2018 electronic mail message are denied. The remaining allegations contained in Paragraph 22 of the Consolidated Complaint are denied.

23. The allegations contained in Paragraph 23 of the Consolidated Complaint are admitted in part and denied in part. By way of further response, the Respondents are without knowledge or information sufficient to determine the meaning attached to the phrase “about April 4, 2018” and, therefore, deny all allegations related to that term. The Respondents admit

only that the International Union, United Mine Workers of America through its District 31 office, sent an electronic mail message to Respondent MAEI dated April 4, 2018. That electronic mail message is in writing, speaks for itself, and is the best evidence of its contents; therefore, all allegations or characterizations of fact concerning the April 4, 2018 electronic mail message are denied. The remaining allegations contained in Paragraph 23 of the Consolidated Complaint are denied.

24. The allegations contained in Paragraph 24 of the Consolidated Complaint are admitted in part and denied in part. By way of further response, the Respondents are without knowledge or information sufficient to determine the meaning attached to the phrase “about April 4, 2018” and, therefore, deny all allegations related to that term. The Respondents admit only that the International Union, United Mine Workers of America through its District 31 office, sent an electronic mail message to Respondent MAEI dated April 4, 2018. That electronic mail message is in writing, speaks for itself, and is the best evidence of its contents; therefore, all allegations or characterizations of fact concerning the April 4, 2018 electronic mail message are denied. The remaining allegations contained in Paragraph 24 of the Consolidated Complaint are denied.

25. The allegations contained in Paragraph 25 of the Consolidated Complaint are admitted in part and denied in part. By way of further response, the Respondents are without knowledge or information sufficient to determine the meaning attached to the phrase “about April 4, 2018” and, therefore, deny all allegations related to that term. The Respondents admit only that the International Union, United Mine Workers of America through its District 31 office, sent an electronic mail message to Respondent MAEI dated April 4, 2018. That electronic mail message is in writing, speaks for itself, and is the best evidence of its contents;

therefore, all allegations or characterizations of fact concerning the April 4, 2018 electronic mail message are denied. The remaining allegations contained in Paragraph 25 of the Consolidated Complaint are denied.

26. (a) The allegations contained in Paragraph 26(a) of the Consolidated Complaint are denied.

(b) The allegations contained in Paragraph 26(b) of the Consolidated Complaint are denied.

27. (a) The allegations contained in Paragraph 27(a) of the Consolidated Complaint are denied.

(b) The allegations contained in Paragraph 27(b) of the Consolidated Complaint are denied.

(c) The allegations contained in Paragraph 27(c) of the Consolidated Complaint are denied.

28. The allegations contained in Paragraph 28 of the Consolidated Complaint are denied.

29. The allegations contained in Paragraph 29 of the Consolidated Complaint are denied.

30. The allegations contained in Paragraph 30 of the Consolidated Complaint are conclusions of law to which no response is necessary; to the extent a response is deemed necessary, they are denied.

## **SECOND DEFENSE**

The Respondents have not engaged in nor are they engaging in any unfair labor practices, both generally and as specifically alleged in the Consolidated Complaint.

### **THIRD DEFENSE**

All actions in which the Respondents have engaged, either independently and/or jointly, constitute legally permissible activity within the meaning of the relevant sections of the National Labor Relations Act.

### **FOURTH DEFENSE**

District 31 is an administrative division of the International Union, United Mine Workers of America, and not as described in the Consolidated Complaint, a labor organization. As such, District 31 lacks the legal capacity to sue or be sued.

### **FIFTH DEFENSE**

The acts alleged in the Consolidated Complaint were taken without regard to, without the purpose of discouraging, and with no effect of restraining, coercing or interfering with any union or other protected concerted activity of any of the Respondents' employees, and therefore do not support a finding of any violation of Sections 8(a)(1) of the Act.

### **SIXTH DEFENSE**

The Respondents did not refuse to bargain in good faith with the Union. To the contrary, the Union refused to bargain in good faith with the Respondents.

### **SEVENTH DEFENSE**

The Respondents allege and assert those affirmative defenses provided by law as may be determined applicable to factual specifics of this litigation and pleads the same as affirmative defenses to the Consolidated Complaint.

### **EIGHTH DEFENSE**

Any and all claims in the Consolidated Complaint that are based on alleged acts which were not made the subject of an unfair labor practice charge filed with the National Labor

Relations Board within six months of the acts' alleged occurrence are barred by the statute of limitations set forth in Section 10(b) of the National Labor Relations Act, 29 U.S.C. § 160(b), as amended.

#### **NINTH DEFENSE**

The Respondents will rely upon all proper defenses, affirmative or otherwise, lawfully available that may be disclosed by evidence and reserve their rights to amend this Answer to state such other affirmative and additional defenses and/or otherwise supplement this Answer upon discovery of facts or evidence rendering such action appropriate.

#### **TENTH DEFENSE**

All allegations of the Consolidated Complaint not heretofore admitted, explained, or denied are denied generally, put in issue, and strict proof required.

Respectfully submitted,

**OGLETREE, DEAKINS, NASH,  
SMOAK & STEWART, P.C.**

**/s/ Philip K. Kontul**

Philip K. Kontul  
Thomas A. Smock  
Michael D. Glass

One PPG Place, Suite 1900  
Pittsburgh, PA 15222  
(412) 394-3333

Counsel for the Respondents

Dated: September 14, 2018

✓

**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing has been electronically filed with Nancy Wilson, Regional Director, National Labor Relations Board, Region 6, William S. Moorhead Federal Building, 1000 Liberty Avenue, Room 904, Pittsburgh, PA 15222, this 14<sup>th</sup> day of September, 2018. A true and correct copy of the foregoing has also been sent via Certified Mail, Return Receipt Requested, upon the following:

United Mine Workers of America, District 31,  
Local 1702, AFL-CIO, CLC  
Jeff Allen Reel, Vice President  
720 Glade Fork Road  
Mannington, WV 26582-6320

United Mine Workers of America  
District 31, AFL-CIO  
Mr. Michael S. Phillippi  
310 Gaston Avenue  
Fairmont, WV 26554-2798

**/s/ Philip K. Kontul**  
Philip K. Kontul

**JOINT EXHIBIT 4(a)-(b)**

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 6**

**MURRAY AMERICAN ENERGY, INC. AND THE  
MONONGALIA COUNTY COAL COMPANY, A  
SINGLE EMPLOYER**

**and**

**Case 06-CA-215195**

**UNITED MINE WORKERS OF AMERICA,  
DISTRICT 31, LOCAL 1702 AFL-CIO, CLC**

**MURRAY AMERICAN ENERGY, INC. AND THE  
HARRISON COUNTY COAL COMPANY, A  
SINGLE EMPLOYER**

**and**

**Case 06-CA-218979**

**UNITED MINE WORKERS OF AMERICA,  
DISTRICT 31, AFL-CIO, CLC**

**AMENDMENT TO CONSOLIDATED COMPLAINT**

Pursuant to Section 102.17 of the Rules and Regulations of the National Labor Relations Board (the Board), the Consolidated Complaint and Notice of Hearing issued on August 31, 2018, is amended as follows:

1. Replace existing paragraph 7(b) with the following:

At all material times United Mine Workers of America, AFL-CIO, CLC ("UMWA") has been a labor organization within the meaning of Section 2(5) of the Act.

2. Add paragraph 7(c) as follows:

At all material times District 31, an affiliate organization of the UMWA, has been engaged in the administration of the collective bargaining agreement between UMWA and Respondent, known as the National Bituminous Coal Wage Agreement, the effective dates of which are August 4, 2016 to December 31, 2021.

3. Add paragraph 7(d) as follows:

At all material times District 31 has served as an agent of UMWA for the purposes of collective bargaining and for administering the National Bituminous Coal Wage Agreement.

RESPONDENT IS FURTHER NOTIFIED that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, Respondent must file an answer to the above amendment to consolidated complaint. The answer must be **received by this office on or before August 6, 2019 or postmarked on or before August 5, 2019.** Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to [www.nlr.gov](http://www.nlr.gov), click on **File Case Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's

website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the amendment to consolidated complaint are true.

Dated: July 23, 2019



---

NANCY WILSON  
Regional Director  
National Labor Relations Board  
Region 06  
1000 Liberty Ave Rm 904  
Pittsburgh, PA 15222-4111

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
NOTICE

Cases 06-CA-215195 and 06-CA-  
218979

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements *will not be granted* unless good and sufficient grounds are shown *and* the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in *detail*;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

Murray American Energy, Inc. and the  
Monongalia County Coal Company, a single  
Employer  
Jim Travelstead, Human Resources  
Supervisor  
P O Box 132  
Blacksville, WV 26521-0132

United Mine Workers of America, AFL-CIO  
Mr. Michael S. Phillippi  
310 Gaston Avenue  
Fairmont, WV 26554

Thomas A. Smock, Esquire  
Ogletree, Deakins, Nash, Smoak and  
Stewart, P. C.  
One PPG Place, Suite 1900  
Pittsburgh, PA 15222

Murray American Energy, Inc. and the  
Harrison County Coal Company, a  
single employer  
Mr. Tim Baum  
46226 National Road  
Saint Clairsville, OH 43950

Michael D. Glass, Esquire  
Ogletree, Deakins, Nash, Smoak and  
Stewart, P. C.  
One PPG Place, Suite 1900  
Pittsburgh, PA 15222

Laura Karr, Esquire  
United Mine Workers of America, AFL-CIO  
18354 Quantico Gateway Drive  
Suite 200  
Triangle, VA 22172-1779

United Mine Workers of America, District 31,  
Local 1702, AFL-CIO, CLC  
Jeff Allen Reel, Vice President  
720 Glade Fork Rd  
Mannington, WV 26582-6320

Philip K. Kontul, Esquire  
Ogletree, Deakins, Nash, Smoak  
and Stewart, P. C.  
One PPG Place, Suite 1900  
Pittsburgh, PA 5222

## Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: [www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules\\_and\\_regs\\_part\\_102.pdf](http://www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf).

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at [www.nlr.gov](http://www.nlr.gov), click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

**Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement.** The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

### I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

### II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility

of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

### III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 6

MURRAY AMERICAN ENERGY, INC. AND THE  
MONONGALIA COUNTY COAL COMPANY, A  
SINGLE EMPLOYER

and

Case 06-CA-215195

UNITED MINE WORKERS OF AMERICA,  
DISTRICT 31, LOCAL 1702 AFL-CIO, CLC

MURRAY AMERICAN ENERGY, INC. AND THE  
HARRISON COUNTY COAL COMPANY, A  
SINGLE EMPLOYER

and

Case 06-CA-218979

UNITED MINE WORKERS OF AMERICA,  
DISTRICT 31, AFL-CIO, CLC

**AFFIDAVIT OF SERVICE OF: Amendment to Consolidated Complaint and Notice of  
Hearing with forms NLRB-4338 and NLRB-4668 attached dated July 23, 2019.**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on July 23, 2019, I served the above-entitled document(s) by **certified or regular mail**, as noted below, upon the following persons, addressed to them at the following addresses:

Murray American Energy, Inc. and the  
Monongalia County Coal Company,  
a single Employer  
Jim Travelstead, Human Resources  
Supervisor  
P O Box 132  
Blacksville, WV 26521-0132

**CERTIFIED MAIL, RETURN RECEIPT  
REQUESTED**

Murray American Energy, Inc. and the  
Harrison County Coal Company, a  
single employer  
Mr. Tim Baum  
46226 National Road  
Saint Clairsville, OH 43950

**CERTIFIED MAIL, RETURN RECEIPT  
REQUESTED**

Thomas A. Smock, Esquire  
Ogletree, Deakins, Nash, Smoak  
and Stewart, P. C.  
One PPG Place, Suite 1900  
Pittsburgh, PA 15222

**FIRST CLASS MAIL**

Michael D. Glass, Esquire  
Ogletree, Deakins, Nash, Smoak  
and Stewart, P. C.  
One PPG Place, Suite 1900  
Pittsburgh, PA 15222

**FIRST CLASS MAIL**

Philip K. Kontul, Esquire  
Ogletree, Deakins, Nash, Smoak  
and Stewart, P. C.  
One PPG Place, Suite 1900  
Pittsburgh, PA 5222

**FIRST CLASS MAIL**

Laura Karr, Esquire  
United Mine Workers of America, AFL-CIO  
18354 Quantico Gateway Drive  
Suite 200  
Triangle, VA 22172-1779

**FIRST CLASS MAIL**

United Mine Workers of America, District 31,  
Local 1702, AFL-CIO, CLC  
Jeff Allen Reel, Vice President  
720 Glade Fork Rd  
Mannington, WV 26582-6320

**CERTIFIED MAIL**

7018 0680 0002 1307 0485

United Mine Workers of America, AFL-CIO  
Mr. Michael S. Phillippi  
310 Gaston Avenue  
Fairmont, WV 26554

**CERTIFIED MAIL**

7018 0680 0002 1307 0492

July 23, 2019

Date

Beverly Berger  
Designated Agent of NLRB

Name

  
Signature

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
NOTICE

Cases 06-CA-215195 and 06-CA-  
218979

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements *will not be granted* unless good and sufficient grounds are shown *and* the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in *detail*;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

Murray American Energy, Inc. and the  
Monongalia County Coal Company, a single  
Employer  
Jim Travelstead, Human Resources  
Supervisor  
P O Box 132  
Blacksville, WV 26521-0132

United Mine Workers of America, AFL-CIO  
Mr. Michael S. Phillippi  
310 Gaston Avenue  
Fairmont, WV 26554

Thomas A. Smock, Esquire  
Ogletree, Deakins, Nash, Smoak and  
Stewart, P. C.  
One PPG Place, Suite 1900  
Pittsburgh, PA 15222

Murray American Energy, Inc. and the  
Harrison County Coal Company, a  
single employer  
Mr. Tim Baum  
46226 National Road  
Saint Clairsville, OH 43950

Michael D. Glass, Esquire  
Ogletree, Deakins, Nash, Smoak and  
Stewart, P. C.  
One PPG Place, Suite 1900  
Pittsburgh, PA 15222

Laura Karr, Esquire  
United Mine Workers of America, AFL-CIO  
18354 Quantico Gateway Drive  
Suite 200  
Triangle, VA 22172-1779

United Mine Workers of America, District 31,  
Local 1702, AFL-CIO, CLC  
Jeff Allen Reel, Vice President  
720 Glade Fork Rd  
Mannington, WV 26582-6320

Philip K. Kontul, Esquire  
Ogletree, Deakins, Nash, Smoak  
and Stewart, P. C.  
One PPG Place, Suite 1900  
Pittsburgh, PA 5222

## Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: [www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules\\_and\\_regs\\_part\\_102.pdf](http://www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf).

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at [www.nlr.gov](http://www.nlr.gov), click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

**Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement.** The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

### I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

### II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulation§. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility

(OVER)

of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

### III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

**FR: COMPLETE THIS SECTION**

Complete items 1, 2, and 3.  
Your name and address on the reverse  
can return the card to you.  
This card to the back of the mailpiece,  
on the front if space permits.  
Addressed to:

Murray American Energy, Inc. and the  
Harrison County Coal Company, a  
single employer  
Mr. Tim Baum  
46226 National Road  
Saint Clairsville, OH 43950

*And cons cpt*

2. Article Number (Transfer from service label)

7017 3040 0000 5475 5954

Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
*[Signature]*  Addressee  
B. Received by (Printed Name) C. Date of Delivery  
*Challen Stewart 7-25-15*  
D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

Priority Mail Express  
Registered Mail™  
Registered Mail Restricted Delivery  
Mail®  
Return Receipt for Merchandise  
Signature Confirmation™  
Signature Confirmation Restricted Delivery  
Collect on Delivery Restricted Delivery  
Restricted Delivery

**SECTION ON DELIVERY**

Agent  
 Addressee  
Name) C. Date of Delivery  
Different from item 1?  Yes  
Address below:  No

Priority Mail Express®  
Registered Mail™  
Registered Mail Restricted Delivery  
Return Receipt for Merchandise  
Signature Confirmation™  
Signature Confirmation Restricted Delivery

**U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

**OFFICIAL USE**

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

Murray American Energy, Inc. and the  
Harrison County Coal Company, a  
single employer  
Mr. Tim Baum  
46226 National Road  
Saint Clairsville, OH 43950

*And cons cpt*

City, State, ZIP+4®

*X 215195*

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7017 3040 0000 5475 5954

**SENDER: COMPLETE THIS SECTION**

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Murray American Energy, Inc. and the  
 Monongalia County Coal Company,  
 a single Employer  
 Jim Travelstead, Human Resources  
 Supervisor  
 P O Box 132  
 Blacksville, WV 26521-0132

*Amd cons cpt*

2. Article Number (Transfer from...)  
 7017 3040 0000 5475 5947

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  Addressee

*[Signature]*

B. Received by (Printed Name) C. Date of Delivery

*SMITH PARISH 07-25-19*

D. Is delivery address different from item 1?  Yes  No  
 If YES, enter delivery address below:

- Signature Restricted Delivery
- Registered Mail<sup>®</sup>
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation<sup>™</sup>
- Signature Confirmation Restricted Delivery

**DELIVERY**

Agent  Addressee

C. Date of Delivery

*[Date]*

Item 1?  Yes  No

- Priority Mail Express<sup>®</sup>
- Registered Mail<sup>™</sup>
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation<sup>™</sup>
- Signature Confirmation Restricted Delivery

*X 215195*

Domestic Return Receipt

Return Receipt

**U.S. Postal Service<sup>™</sup>**  
**CERTIFIED MAIL<sup>®</sup> RECEIPT**  
 Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$

Murray American Energy, Inc. and the  
 Monongalia County Coal Company,  
 a single Employer  
 Jim Travelstead, Human Resources  
 Supervisor  
 P O Box 132  
 Blacksville, WV 26521-0132

*Amd cons cpt*

*X 215195*

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

**JOINT EXHIBIT 5**

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 6

MURRAY AMERICAN ENERGY, INC., AND THE  
MONONGALIA COUNTY COAL COMPANY, A  
SINGLE EMPLOYER,

and

Case 06-CA-215195

UNITED MINE WORKERS OF AMERICA,  
DISTRICT 31, LOCAL 1702 AFL-CIO, CLC

MURRAY AMERICAN ENERGY, INC., AND THE  
HARRISON COUNTY COAL COMPANY, A  
SINGLE EMPLOYER,

and

Case 06-CA-218979

UNITED MINE WORKERS OF AMERICA,  
DISTRICT 31, AFL-CIO, CLC

**ANSWER TO AMENDMENT TO CONSOLIDATED COMPLAINT**

Murray American Energy, Inc. ("Respondent MAEI"), The Monongalia County Coal Company ("Respondent Monongalia"), and The Harrison County Coal Company ("Respondent Harrison")(Respondent MAEI, Respondent Monongalia, and Respondent Harrison referred to collectively as the "Respondents"), pursuant to Sections 102.20 and 102.21 of the Rules and Regulations of the National Labor Relations Board, deny that they violated the National Labor Relations Act, incorporate their Answer and Defenses to the Consolidated Complaint filed on , and answer the Amendment to Consolidated Complaint as follows:

1. The allegations contained in Paragraph 7(b) of the Amendment to Consolidated Complaint are admitted in part and denied in part. By way of further response, the Respondents are without knowledge or information sufficient to determine the meaning attached to the phrase

“at all material times” and, therefore, deny all allegations related to that term. By way of further response, the remaining allegations contained in Paragraph 7(b) of the Amendment to Consolidated Complaint are conclusions of law to which no response is required; to the extent a response is deemed necessary, they are admitted by the Respondents.

2. The allegations contained in Paragraph 7(c) of the Amendment to Consolidated Complaint are admitted in part and denied in part. By way of further response, the Respondents are without knowledge or information sufficient to determine the meaning attached to the phrase “at all material times” and, therefore, deny all allegations related to that term. The Respondents admit only that the effective dates of the National Bituminous Coal Wage Agreement of 2016 are August 15, 2016 through December 31, 2021. The remaining allegations contained in Paragraph 7(c) of the Amendment to Consolidated Complaint are denied.

3. The allegations contained in Paragraph 7(d) of the Amendment to Consolidated Complaint are denied. By way of further response, the Respondents are without knowledge or information sufficient to determine the meaning attached to the phrase “at all material times” and, therefore, deny all allegations related to that term. The remaining allegations contained in Paragraph 7(d) of the Amendment to Consolidated Complaint are denied.

Respectfully submitted,

**OGLETREE, DEAKINS, NASH,  
SMOAK & STEWART, P.C.**

**/s/ Philip K. Kontul**

Philip K. Kontul

Thomas A. Smock

Michael D. Glass

One PPG Place, Suite 1900

Pittsburgh, PA 15222

(412) 394-3333

Counsel for the Respondents

Dated: August 1, 2019

**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing has been electronically filed with Nancy Wilson, Regional Director, National Labor Relations Board, Region 6, William S. Moorhead Federal Building, 1000 Liberty Avenue, Room 904, Pittsburgh, PA 15222, this 1st day of August, 2019. A true and correct copy of the foregoing has also been sent via Certified Mail, Return Receipt Requested, upon the following:

United Mine Workers of America, District 31,  
Local 1702, AFL-CIO, CLC  
Jeff Allen Reel, Vice President  
720 Glade Fork Road  
Mannington, WV 26582-6320

United Mine Workers of America, AFL-CIO  
Mr. Michael S. Phillippi  
310 Gaston Avenue  
Fairmont, WV 26554-2798

Laura Karr, Esq.  
United Mine Workers of America, AFL-CIO  
18354 Quantico Gateway Drive  
Suite 200  
Triangle, VA 22172-1779

**/s/ Philip K. Kontul**  
Philip K. Kontul

# **JOINT EXHIBIT 6**

**National Bituminous Coal  
Wage Agreement of 2016**



## TABLE OF CONTENTS

	Page
<b>Article I - ENABLING CLAUSE</b> .....	1
<b>Article IA - SCOPE AND COVERAGE</b> .....	3
Section (a) Work Jurisdiction .....	3
Section (b) Exemptions Clause .....	4
Section (c) Supervisors Shall Not Perform Classified Work .....	5
Section (d) Management of the Mines .....	5
Section (e) Union's Rights .....	5
Section (f) Application of This Contract to the Employer's Coal Lands .....	6
Section (g) Contracting and Subcontracting ..	6
Section (h) Leasing, Subleasing and Licensing Out of Coal Lands ...	7
Section (i) Construction Work .....	8
 <b>Article II - JOB OPPORTUNITY AND BENEFIT SECURITY (JOBS)</b> .....	 9
A Non-Signatory Operations Of The Signatory Employer .....	9
B Lessee-Licensee .....	13
C Coordination of Employment Obligations Under the JOBS Program .....	17
D-1 Employer-Wide Panel Rights To Signatory Operations .....	17
D-2 Exhaustion of Employer Panel .....	17
D-3 Monitoring of Job Selections .....	18
E UMWA-BCOA Training and Education Fund ..	20
F Skills Training .....	22
G UMWA-BCOA Resolution of Dispute Trust ..	24
 <b>Article III - HEALTH AND SAFETY</b> .....	 27
Section (a) Right to a Safe Working Place ...	27
Section (b) Federal Mine Safety and Health	

## Contents

	Page
Act of 1977, As Amended . . . . .	27
Section (c) Joint Industry Health and Safety Committee . . . . .	28
Section (d) Mine Health and Safety Committee .	29
Section (e) Access to the Mine . . . . .	31
Section (f) Reports . . . . .	33
Section (g) Safety Rules and Regulations . . . . .	33
Section (h) Cooperation in Development of Mining Plans . . . . .	34
Section (i) Preservation of Individual Safety Rights . . . . .	35
Section (j) Physical Examination . . . . .	38
Section (k) Minimum Age . . . . .	39
Section (l) Workers' Compensation and Occupational Disease . . . . .	39
Section (m) Safety Equipment and Protective Clothing Allowance . . . . .	40
Section (n) Maintenance . . . . .	41
Section (o) Special Safety Problem Areas . . . . .	41
Section (p) Settlement of Health or Safety Disputes . . . . .	43
 <b>Article IV - WAGES AND HOURS</b>	
<b>Traditional Schedules . . . . .</b>	<b>45</b>
Section (a) Basic Work Week . . . . .	45
Section (b) Basic Work Day . . . . .	45
Section (c) Alternate Work Schedules . . . . .	46
Section (d) Lampman . . . . .	47
Section (e) Saturday, Sunday and Premium Work . . . . .	47
Section (f) Standard Daily Wage Rate . . . . .	50
 <b>Article V - HELPERS ON FACE EQUIPMENT IN UNDERGROUND MINES . . . . .</b>	
Section (a) Assignment of Helpers . . . . .	52
Section (b) Duties and Responsibilities of Helpers	52

Section (c) Exemption ..... 53

**Article VI - SHIFTS** ..... 54

Section (a) Multiple Shifts ..... 54

Section (b) Hoisting of Coal ..... 54

Section (c) Working into the Next Shift ..... 54

Section (d) Call-back ..... 54

Section (e) Shift Rotation ..... 55

**Article VII - MINE COMMUNICATION  
COMMITTEES** ..... 55

**Article VIII - STARTING TIME** ..... 56

Section (a) Shift Starting Time ..... 56

Section (b) Lowering Employees ..... 56

Section (c) Safety and Maintenance ..... 57

Section (d) Surface Facilities ..... 57

Section (e) Changing Crews at the Face ..... 57

**Article IX - ALLOWANCES** ..... 57

Section (a) Bereavement Pay ..... 57

Section (b) Jury Duty ..... 58

Section (c) Reporting Pay ..... 58

Section (d) Military Duty ..... 59

Section (e) Personal or Sick Leave ..... 59

Section (f) Family and Medical Leave ..... 62

**Article X - WAGE REOPENER** ..... 67

**Article XI - SICKNESS AND ACCIDENT  
BENEFITS** ..... 68

Section (a) General Purpose ..... 68

Section (b) Eligibility ..... 68

*Contents*

	Page
Section (c) Commencement and Duration of Benefits . . . . .	70
Section (d) Amount and Payment of Benefits . . . . .	71
Section (e) Filing of Claims for Benefits . . . . .	72
Section (f) Structure and Administration . . . . .	73
<b>Article XII - HOLIDAYS . . . . .</b>	<b>76</b>
Section (a) Holidays Observed . . . . .	76
Section (b) Sunday Holidays . . . . .	78
Section (c) Monday Holidays . . . . .	78
Section (d) Pay for Holidays Worked . . . . .	78
Section (e) Pay for Holidays Not Worked . . . . .	78
Section (f) Holidays During Vacation Period . . . . .	79
Section (g) Holidays for Sick and Injured . . . . .	79
Section (h) Time of Payment . . . . .	79
<b>Article XIII - REGULAR VACATION . . . . .</b>	<b>79</b>
Section (a) Annual Vacation . . . . .	79
Section (b) Dates of Regular Vacation Period . . . . .	79
Section (c) Staggered Regular Vacation . . . . .	81
Section (d) Qualifying Period and Amount of Payment . . . . .	82
Section (e) Time of Payment . . . . .	83
Section (f) Obligation for Payment . . . . .	84
Section (g) Work During Shutdown . . . . .	84
<b>Article XIV - GRADUATED VACATION . . . . .</b>	<b>85</b>
Section (a) General . . . . .	85
Section (b) Definition of Additional Days . . . . .	86
Section (c) Definition of Continuous Employment . . . . .	87
Section (d) Amount of Continuous Employment . . . . .	87
Section (e) Time of Payment . . . . .	88
Section (f) Rate of Payment . . . . .	88
Section (g) Scheduling and Pay in Lieu . . . . .	88

		<i>Contents</i>
		Page
Section (h)	Sick and Injured Employees .....	89
Section (i)	Conversion of Graduated Vacation Day .....	89
<b>Article XV - CHECKOFF .....</b>		<b>89</b>
<b>Article XVI - TRAINING .....</b>		<b>90</b>
Section (a)	Priority .....	90
Section (b)	Orientation for New Employees ..	91
Section (c)	General Retraining Programs ....	95
Section (d)	Safety Training for Specific Job ..	98
Section (e)	Maintenance Training and Rate of Pay .....	98
Section (f)	New Inexperienced Employees at Underground Mines .....	100
Section (g)	General Training Provisions .....	101
Section (h)	Skills Enhancement Program .....	102
<b>Article XVII - SENIORITY .....</b>		<b>102</b>
Section (a)	Definition of Seniority .....	102
Section (b)	Reduction; Realignment .....	103
Section (c)	Layoff Procedure .....	106
Section (d)	Panels .....	107
Section (e)	Panel Custodians .....	107
Section (f)	Panel Members Accrue Seniority ..	109
Section (g)	Right to be Recalled .....	109
Section (h)	Recall of Persons on Layoff Status	109
Section (i)	Job Bidding .....	111
Section (j)	Training for Vacancy Not Filled by Bidding .....	116
Section (k)	Transfer to Other Mines of Employer .....	116
Section (l)	Leave of Absence .....	118
Section (m)	Permanent and Temporary Supervisors .....	119
Section (n)	Shift Preference .....	119

*Contents*

	Page
<b>Article XVIII - TONNAGE RATES AND HAND LOADING</b> .....	119
Section (a) Tonnage Rates .....	119
Section (b) Checkweighman .....	120
Section (c) Preparation and Cleaning of Coal .	121
Section (d) Delivery of Cars .....	122
Section (e) Explosives .....	122
Section (f) Bottom Coal .....	123
Section (g) Cutting Coal .....	123
Section (h) Blacksmithing .....	123
Section (i) Rockdusting .....	123
Section (j) Day Men Transferred .....	123
<b>Article XIX - CLASSIFICATION</b> .....	123
Section (a) Working in Classification .....	123
Section (b) Classification Requirement .....	124
Section (c) Temporary Assignments .....	124
Section (d) Protection Against Discrimination	124
Section (e) Compensation for Temporary Assignments .....	125
<b>Article XX - HEALTH, RETIREMENT AND OTHER BENEFITS</b> .....	125
Section (a) General Purpose .....	125
Section (b) The Former 1950 Pension Plan and Trust .....	128
Section (c) 1974 Pension Plan and Trust, 1993 Benefit Plan and Trust, Employer Benefit Plans, and the 2012 Retiree Bonus Account Plan .	129
Section (d) Contributions by Employers .....	139
Section (e) Responsibilities and Duties of Trustees .....	145

		Page
Section (f)	Audits, Reports and Notices . . . . .	147
Section (g)	Administration of Trusts . . . . .	149
Section (h)	Guarantee of Health Benefits . . . . .	151

**GENERAL DESCRIPTION OF THE HEALTH AND RETIREMENT BENEFITS . . . . . 151**

(1)	Pensions for Miners Retired Under the 1950 Pension Plan . . . . .	154
(1A)	Former 1950 Widows' Pension . . . . .	155
(2)	Pensions for Miners Who Retired Under the 1974 Pension Plan Prior to the Effective Date . . . . .	156
(3)	Pensions for Miners Who Retire On Or After the Effective Date . . . . .	157
(3A)	New Inexperienced Miners Hired After January 1, 2012 . . . . .	159
(4)	Signatory Service . . . . .	160
(5)	Pensions for Disabled Miners . . . . .	162
(6)	Pensions for Surviving Spouses . . . . .	163
(6A)	Pre-retirement Survivor's Pension . . . . .	165
(7)	Deferred Vested or Special Pensions . . . . .	166
(7A)	Retiree Bonuses . . . . .	171
(8)	Life and Accidental Death and Dismemberment Benefits . . . . .	172
(9)	Pensioner's Death Benefits . . . . .	173
(10)	Health Care . . . . .	177
(11)	Vision Care . . . . .	194
(12)	Health Care Cost Containment . . . . .	194
(13)	National Health Care . . . . .	196

**Article XXA - DENTAL PLAN . . . . . 196**

Section I	Definitions . . . . .	198
Section II	Eligibility . . . . .	198
Section III	Benefits . . . . .	200
Section IV	Termination of Coverage . . . . .	215

*Contents*

	Page	
Section V      Schedule of Benefits .....	216	
 <b>Article XXB - UMWA CASH DEFERRED SAVINGS</b>		
<b>PLAN OF 1988</b> .....	237	
Section (a)    General Purpose .....	237	
Section (b)    Trust .....	237	
Section (c)    Plan .....	237	
Section (d)    Funding .....	238	
Section (e)    Administration .....	241	
Section (f)    Investments .....	244	
Section (g)    Plan and Trust Provisions .....	245	
 <b>Article XXI - SURFACE MINES</b> .....		245
Section (a)    Parking Areas .....	245	
Section (b)    Manning of Surface Mining Equipment .....	246	
Section (c)    Eating Place .....	248	
Section (d)    Cabs .....	249	
Section (e)    Special Health and Safety Problems in Surface Mines .....	249	
Section (f)    Toilets .....	251	
Section (g)    Swing Shift .....	251	
Section (h)    Leasing of Employees' Vehicles ..	251	
Section (i)    Production and Processing of Coal at Surface Mines .....	252	
 <b>Article XXII - MISCELLANEOUS</b> .....		252
Section (a)    Bathhouse .....	252	
Section (b)    Access Roads .....	253	
Section (c)    Parking Facilities .....	253	
Section (d)    Bulletin Boards .....	254	
Section (e)    Coke and Cleaning Plants .....	254	
Section (f)    Compulsory Retirement .....	254	
Section (g)    House Coal .....	254	
Section (h)    House Rent .....	254	

*Contents*

Page

Section (i)	Attendance Control .....	255
Section (j)	Memorial Periods .....	259
Section (k)	Closing Following Fatal Accident	259
Section (l)	New Machinery .....	259
Section (m)	Pay Day .....	260
Section (n)	Lunches .....	261
Section (o)	Portals .....	261
Section (p)	Tools .....	261
Section (q)	Tramming .....	261
Section (r)	Local Union Meeting Place .....	262
Section (s)	Bonus Plans .....	262

**Article XXIII - SETTLEMENT OF DISPUTES .. 264**

Section (a)	Mine Committee .....	264
Section (b)	District Arbitrators .....	265
Section (c)	Grievance Procedure .....	267
Section (d)	Ten Day Limitation .....	270
Section (e)	Earnest Effort to Resolve Disputes	270
Section (f)	Employee's Right to Presence of Member of Mine Committee ...	271
Section (g)	Right of Grievant to be Present ...	271
Section (h)	Finality of Decision or Settlement	271
Section (i)	Exclusion of Legal Counsel .....	272
Section (j)	Waiver of Time Limits .....	272
Section (k)	Prior Agreement .....	272

**Article XXIV - DISCHARGE PROCEDURE .....** 273

Section (a)	Just Cause Required .....	273
Section (b)	Procedure .....	273
Section (c)	Suspension .....	273
Section (d)	Immediate Arbitration .....	274
Section (e)	Regular Arbitration .....	274
Section (f)	Compensation for Lost Earnings .	275

**Article XXV - DISCRIMINATION PROHIBITED .** 275

*Contents*

	Page
<b>Article XXVI - DISTRICT AGREEMENTS</b> .....	275
Section (a)    New Districts .....	275
Section (b)    Prior Practice and Custom .....	276
Section (c)    Protective Wage Clause .....	276
Section (d)    Approval of District Agreements .	277
<b>Article XXVII - MAINTAIN INTEGRITY OF CONTRACT AND RESORT TO COURTS</b> ...	277
<b>Article XXVIII - SEVERABILITY CLAUSE</b> .....	278
Section (a)    General Rule .....	278
Section (b)    Exception .....	278
<b>Article XXIX - RATIFICATION AND TERMINATION OF THIS AGREEMENT</b> .....	278
<b>Letter Regarding Subcontracting</b> .....	281
<b>Letter Regarding Mediation</b> .....	282
<b>Letter Regarding Special Permanent Layoff Pension</b> .....	283
<b>Bituminous Coal Operators' Association, Inc. Companies for Which BCOA was Authorized to Represent for the Negotiation of this Agreement</b> .....	285
<b>Pension Tables</b> .....	286
<b>Appendix A - Part I</b>	
Wage Rates Underground at Deep Mines .....	290
<b>Appendix A - Part II</b>	
Wage Rates at Strip and Auger Mines .....	292

**Appendix A - Part III**  
Wage Rates at Preparation Plants and Other Surface  
Facilities for Deep or Surface Mines . . . . . 294

**Appendix B - Part I**  
Job Classifications Underground at Deep Mines . . . 296

**Appendix B - Part II**  
Job Classifications at Strip and Auger Mines . . . . . 303

**Appendix B - Part III**  
Job Classifications at Preparation Plants and Other  
Surface Facilities for Deep or Surface Mines . . . . . 308

**Appendix C**  
Alternative Schedules . . . . . 316

**Appendix D**  
2007 New Inexperienced Miners' Optional Work  
Schedule . . . . . 333

**Index** . . . . . 337

# **NATIONAL BITUMINOUS COAL WAGE AGREEMENT OF 2016**

## **Article I—ENABLING CLAUSE**

THIS AGREEMENT made this 15th day of August, 2016, 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 described in Article IA, Section (f), 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

## Art. I

this Agreement. Immediately upon the conclusion of such sale, conveyance, assignment or transfer of its operations, the Employer shall notify the Union of the transaction. Such notification shall be by certified mail to the Secretary-Treasurer of the International Union and shall be accompanied by documentation that the successor obligation has been satisfied. 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 at operations covered by this Agreement 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 at operations covered by this Agreement shall be, or become, members of the United Mine Workers of America, to the extent and in the manner permitted by law, except in those exempted classifications of employment as hereinafter provided in this Agreement. This provision does not change the rules or practices of the industry pertaining to management. The Mine Workers intend no intrusion upon the rights of management as heretofore

practiced and understood. It is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economic relationships in the bituminous coal industry and to set forth herein the basic agreements covering rates of pay, hours of work and conditions of employment to be observed between the parties, and shall cover the employment of persons employed in the bituminous coal mines covered by this Agreement. Management will not abridge the rights of the Employees as set forth in this Agreement.

## **Article IA—SCOPE AND COVERAGE**

### ***Section (a)* Work Jurisdiction**

The production of coal, including removal of overburden and coal waste, preparation, processing and cleaning of coal and transportation of coal (except by waterway or rail not owned by Employer), repair and maintenance work normally performed at the mine site or at a central shop of the Employer and maintenance of gob piles and mine roads, and work of the type 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.

Art. IA

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 the mines and who perform no production work.

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

The Employers shall not use this provision to exempt from the provisions of this Agreement as supervi-

sors, 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 opportu-

## Art. IA

nity 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. This section will immediately apply to any new operations upon the Union's recognition, certification, or otherwise properly obtaining bargaining rights. Notwithstanding the foregoing, the terms of this Agreement shall be applied without evidence of Union representation of the Employees involved to any relocation of an operation already covered by the terms of this Agreement.

### *Section (g)*    **Contracting and Subcontracting**

(1) Transportation of Coal—The transportation of coal as defined in paragraph (a) may be contracted out under the Agreement only where contracting out such work is

consistent with the prior practice and custom of the Employer at the mine; provided that such work shall not be contracted out at any time when any Employees at the mine who customarily perform such work are laid off.

(2) **Repair and Maintenance Work**—Repair and maintenance work of the type 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, in which case, upon written request on a job-by-job basis, the Employer will provide to the Chairman of the Mine Committee a copy of the applicable warranty or, if such copy is not reasonably available, written evidence from a manufacturer or a supplier that the work is being performed pursuant to warranty; or (b) where the Employer does not have available equipment or regular Employees (including laid-off Employees at the mine or central shop) with necessary skills available to perform the work at the mine or central shop.

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

(4) Where contracting out is permitted under this section, prior custom and practice shall not be construed to limit in any way the Employer's choice of contractors.

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

(1) The Employers agree that they will not lease, sublease or license out any coal lands, coal producing

Art. IA

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 licensing out does not cause or result in the layoff of Employees of the Employer.

(2)-(7) These sections have been incorporated into the JOBS Program, Article II, Section (B).

*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 customarily performed by classified Employees of the Employer normally performing construction work in or about the mine in accordance with prior practice and custom, shall not be contracted out at any time unless all such Employees with necessary skills to perform the work are working no less than 5 days per week, or its equivalent for Employees working on alternative schedules.

Provided further that where contracting out of such construction work customarily performed by classified Employees at the mine is permitted under this Agreement, such contracting shall be in accordance with prior practice and custom. Where contracting out is permitted under this section, prior practice and custom shall not be construed to limit the Employer's choice of contractors.

## Art. XXIII

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

## **Article XXIII—SETTLEMENT OF DISPUTES**

### *Section (a)* **Mine Committee**

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

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

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

*Section (b)*    **District Arbitrators**

(1) The President of the UMWA International Union and the President of the BCOA shall jointly establish a panel of impartial arbitrators for each UMWA district. These panels may be changed, augmented or supplemented by mutual consent of the appointing parties. A district arbitrator selected to serve on a panel shall serve for a term of 18 months unless removed by the mutual consent

## Art. XXIII

of the appointing parties. At the expiration of each such term, the appointing parties shall jointly establish a new panel of impartial arbitrators for each UMWA district.

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

If an Employer and the UMWA district so select an arbitrator or panel of arbitrators, they then may elect to (1) abide by the procedural requirements provided for in paragraph (c)(4) of this Article or (2) mutually agree upon all procedural requirements required for the handling of disputes at step 4 of the grievance procedure, provided such step continues to provide for final and binding arbitration of the dispute. Where an Employer and the UMWA district elect to handle disputes at step 4 by means of a transcript at the step 3 meeting, then a

## Art. XXIII

transcript shall be made at the step 3 meeting despite any provision in this Agreement to the contrary. Said agreement shall be set forth in writing and shall not be changed for the duration of this Agreement. Further, if the Employer and the UMWA district mutually agree on procedural requirements different from those set forth in paragraph (c) (4) of this Article, such agreement must be finalized within ninety days following the Effective Date of this Agreement. If no separate agreement is reached on procedural requirements, then the procedure set forth in paragraph (c) (4) of this Article shall remain in effect.

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

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

### *Section (c)* **Grievance Procedure**

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

Disputes arising under this Agreement shall be resolved as follows:

## Art. XXIII

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

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

(3) Within seven working days of the time the grievance is referred to them, the district representative and the representative of the Employer shall meet and review the facts and pertinent contract provisions in an effort to reach agreement. Members of the Mine Committee shall have the right to be present. No verbatim transcript of the testimony shall be taken. Neither the district representative nor the Employer representative shall be persons who participated in steps 1 or 2 of this procedure.

## Art. XXIII

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

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

In cases in which the parties have agreed that there is no question of fact involved in the grievance, the arbitrator may decide the case upon the basis of a joint statement of the parties and such exhibits as they shall submit. The hearing shall be recorded by the arbitrator

## Art. XXIII

and shall be closed upon the completion of testimony. The arbitrator shall render his decision as soon after the close of the hearing as may be feasible. To avoid delays in the issuance of decisions, post hearing briefs will not be permitted except in cases where the arbitrator determines that such briefs are necessary for a full understanding of the matter before him. If the arbitrator is unable to make his decision within 30 days of the close of the hearing, he shall promptly advise the parties of the reasons for the delay and the date when his decision will be submitted. The arbitrator's decision shall be final and shall govern only the dispute before him. Expenses and fees incident to the service of an arbitrator shall be paid equally by the Employer affected and by the UMWA district affected.

### *Section (d)* **Ten Day Limitation**

Any grievance which is not filed by the aggrieved party within ten (10) working days of the time when the Employee reasonably should have known it, shall be denied as untimely and not processed further.

### *Section (e)* **Earnest Effort to Resolve Disputes**

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

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

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

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

*Section (g)*    **Right of Grievant to be Present**

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

## Art. XXIII

### *Section (i)* **Exclusion of Legal Counsel**

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

### *Section (j)* **Waiver of Time Limits**

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

### *Section (k)* **Prior Agreement**

Any dispute and/or difference which as of the Effective Date of this Agreement is in the process of adjustment under the Settlement of Disputes section of the prior Agreement or any dispute and/or difference presented on or after the Effective Date of this Agreement which is based on the occurrence or nonoccurrence of an event which arose prior to the Effective Date of this Agreement shall be processed under the procedural provisions of this Agreement and shall be resolved under the applicable provisions of the prior Agreement. Decisions reached under this provision shall be final and binding. All decisions of the Arbitration Review Board rendered prior to the expiration of the National Bituminous Coal Wage Agreement of 1978 shall continue to have precedential effect under this Agreement to the extent that the basis for such decisions have not been modified by subsequent changes in this Agreement.

## Art. XXVIII-XXIX

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

### **Article XXVIII—SEVERABILITY CLAUSE**

#### *Section (a)* **General Rule**

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

#### *Section (b)* **Exception**

In the event the parties are restrained or prohibited by any agency or branch of the federal or state government from implementing or effectuating the economic benefits, including health and retirement fund payments, required by this Agreement, either party hereto may, after the imposition of such 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 XXIX—RATIFICATION AND TERMINATION OF THIS AGREEMENT**

This Agreement shall become effective at 12:01 a.m. on August 15, 2016, provided that this Agree-

## Art. XXIX

ment has been ratified and approved by the membership covered hereby. If not ratified by the membership covered hereby on or before August 15, 2016, this Agreement shall become effective at 11:59 p.m. on the date of ratification. The date on which this Agreement becomes effective is referred to herein as the "Effective Date."

Except as provided in Article XXVIII, Section (b) (Severability Clause), this Agreement shall not be subject to termination by either party signatory hereto prior to 11:59 p.m., December 31, 2021, provided, however, that either the parties of the first part or the party of the second part may terminate this Agreement on or after 11:59 p.m., December 31, 2021, by giving at least sixty days written notice to the other party of such desired termination date.

Provided, however, for the sole purpose of renegotiating changes (higher or lower) in the hourly wage rates (as set forth in Article X and Appendix A of this Agreement), either the Union or the Employer may reopen this Agreement on the third anniversary of the Effective Date of this Agreement, by giving written notice to the Employer (or Union as applicable) no earlier than May 10, 2019 and no later than June 10, 2019.

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

Art. XXIX

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

IN WITNESS WHEREOF, each of the parties signatory hereto has caused this Agreement to be signed this 15th day of August, 2016, to become effective only upon the condition that it is ratified and approved by the membership covered hereby.

UNITED MINE WORKERS OF AMERICA

CECIL E. ROBERTS

International President

DANIEL J. KANE

International Secretary-Treasurer

BITUMINOUS COAL OPERATORS'  
ASSOCIATION, INC.

MICHAEL O. MCKOWN

President

DATE

August 15, 2016

**JOINT EXHIBIT 7**

From: jeff reel [mailto:\_\_\_\_\_@gmail.com]  
Sent: Tuesday, January 23, 2018 6:59 PM  
To: Travelstead, Jim <JimTravelstead@coalsource.com>  
Subject: information request

Request for information

By Local Union

To Whom It May Concern, this is a request for information by the Local Union for the purpose of determining the need to file a grievance and/or to determine if one has merit. We request this information be provided on or before 7 days from today. Failure to provide this information will cause a delay in the grievance procedure, as well as possible Labor Charges.

Date: 1/23/18\_\_\_\_\_

Grievance: contract\_ enforcement

---

Information requested: \_All invoice for contractors number of contractors and all work performed by contractors from 1/1/18 to present.

Signature of Union Rep.

Date \_\_\_\_\_ Jeff Reel \_\_\_\_\_

\_\_\_\_\_ 1/23/18 \_\_\_\_\_

Delivered to:

Date

\_\_\_\_\_ Jim Travelstead \_\_\_\_\_

\_\_\_\_\_ 1/23/18 \_\_\_\_\_

EXHIBIT  
JX - 7

# **JOINT EXHIBIT 8**



46226 National Road  
St. Clairsville, Ohio 43950

PHONE: (740) 338-3100  
FAX: (740) 338-3405

January 29, 2018

*Via Electronic Mail Only*

Jeff Reel  
a@gmail.com

**Re: Request for Information**

Dear Mr. Reel,

I am in receipt of your request dated January 23, 2018, requesting "All invoice for contractors number of contractors and all work performed by contractors from 1/1/18 to present."

Regarding your statement, "for the purpose of determining the need to file a grievance and/or to determine if one has merit," please explain the relevance of the requested information as it relates to such purpose.

Regards, .

Cory R. Barack, Esq.  
*Attorney*

EXHIBIT  
JX - 8

# **JOINT EXHIBIT 9**

From: jeff reel <[redacted]@gmail.com>  
Sent: Monday, January 29, 2018 8:39 PM  
To: Travelstead, Jim <JimTravelstead@coalsource.com>  
Cc: Michael Phillippi <[redacted]@gmail.com>  
Subject: info request

**Request for information**

By Local Union

To Whom It May Concern, this is a request for information by the Local Union for the purpose of determining the need to file a grievance and/or to determine if one has merit. We request this information be provided on or before 7 days from today. Failure to provide this information will cause a delay in the grievance procedure, as well as possible Labor Charges.

Date: 1/29/18 \_\_\_\_\_

Grievance: contract\_ enforcement

---

Information requested: \_All invoice for contractors number of contractors and all work performed by contractors from 1/22/18 to 1/29/18.

Signature of Union Rep.

Date \_\_\_\_\_ Jeff Reel \_\_\_\_\_

\_\_\_\_\_ 1/29/18 \_\_\_\_\_

Delivered to:

Date

\_\_\_\_\_ Jim Travelstead \_\_\_\_\_

\_\_\_\_\_ 1/29/18 \_\_\_\_\_

EXHIBIT

JX - 9

**JOINT EXHIBIT 10**

From: jeff reel <jeff\_reel@coalsource.com>  
Date: 1/31/18 2:53 PM (GMT-05:00)  
To: "Travelstead, Jim" <JimTravelstead@coalsource.com>  
Cc: "Barack, Cory" <CoryBarack@coalsource.com>  
Subject: info request # 2

2nd Request for information  
By Local Union

To Whom It May Concern, this is a request for information by the Local Union for the purpose of determining if a grievance has merit. We have previously requested this information and have not yet received anything. Failure to provide this information will lead to possible Labor Charges. Please provide this information within 5 days.

Date of 1st request: 1/23/18

Date: 1/31/18

Grievance: contract enforcement

Information requested: All invoice for contractors number of contractors all work performed by contractors from 1/1/18 to present  
Signature of Union Rep.

Date

Jeff Reel  
1/31/18

Delivered to:

Date

Jim Travelstead  
Cory Barack

1/31/18

EXHIBIT

JX - 10

**JOINT EXHIBIT 11**



46226 National Road  
St. Clairsville, Ohio 43950

PHONE: (740) 338-3100  
FAX: (740) 338-3405

January 31, 2018

*Via Electronic Mail Only*

Jeff Reel  
jreel@gmail.com

**Re: Request for Information**

Dear Mr. Reel,

I am in receipt of your first response to my letter dated January 29, 2018, as well as your second response of even date herewith. Regarding your first response, "article 1. and any and all others that may apply of the 2016 NBCWA," we again ask that you please explain the relevance of the requested information, and specifically as it relates to the 2016 National Bituminous Coal Wage Agreement.

Regards,

Cory R. Barack, Esq.  
**Attorney**

# **JOINT EXHIBIT 12**

**From:** jeff reel <...@gmail.com>  
**Sent:** Friday, February 02, 2018 10:12 PM  
**To:** Barack, Cory  
**Cc:** Michael Phillippi  
**Subject:** info request

Mr. Barack, as you should be well aware since you are a representative of Murray Energy, Article 1 of the Wage Agreement deals with work jurisdiction. The requested information provides the Union with the information needed to determine if Management has violated any of the provisions of this Article. If the requested information shows that a contractor was used to perform work which doesn't meet any of the exemptions in Article 1, we may file a grievance to uphold the Contract. This information may also be used during the grievance procedure to determine a proper compensatory settlement for a violation that has already been grieved. Please provide the requested information within 5 days.

EXHIBIT  
JX - 12

**JOINT EXHIBIT 13**

From: jeff reel <jr ; @gmail.com>  
Sent: Tuesday, February 06, 2018 8:26 PM  
To: Travelstead, Jim <JimTravelstead@coalsource.com>  
Cc: mphilippi <mphilippi@umwa.org>  
Subject: info request #2

2nd Request for information

By Local Union

To Whom It May Concern, this is a request for information by the Local Union for the purpose of determining if a grievance has merit. We have previously requested this information and have not yet received anything. Failure to provide this information will lead to possible Labor Charges. Please provide this information within 5 days.

Date of 1st request: 1/29/18

Date: 2/6/18

Grievance: contract enforcement

Information requested: All invoice for contractors number of contractors all work preformed by contractors form 1/1/18 to present Signature of Union Rep.

Date

Jeff Reel

2/6/18

Delivered to:

Date

Jim Travelstead

Cory Barack

2/6/18

**JOINT EXHIBIT 14**



46226 National Road  
St. Clairsville, Ohio 43950

PHONE: (740) 338-3100  
FAX: (740) 338-3405

February 9, 2018

*Via Electronic Mail Only*

Jeff Reel  
jreel@~~gmail~~.com

**Re: Request for Information**

Dear Mr. Reel,

I am in receipt of your responses dated February 2 and February 6, 2018, to my letter of January 31, 2018. We are compiling the requested information and will respond more fully once complete.

Regards,

A handwritten signature in black ink, appearing to read "Cory R. Barack".

Cory R. Barack, Esq.  
*Attorney*

EXHIBIT  
JX - 14

**JOINT EXHIBIT 15(a)**

**From:** jeff reel <j. [redacted]@gmail.com>  
**Sent:** Thursday, February 15, 2018 5:55 PM  
**To:** Barack, Cory  
**Cc:** Travelstead, Jim  
**Subject:** info request

Mr. Barack,

In response to your letter dated 2-14-18, I must clarify a few details I am sure you are not aware of. First, The Monongalia County Coal Company has made little to no attempt to engage in dialogue concerning information requests. All requests by the Union have been clarified when requested by Management. Surely all of the Labor Charges the Company was found guilty of for denying these information requests should make that clear. Even this request for information was clarified and narrowed at your request.

Second, your assumption that the request for information about your use of contractors is non-specific, is misplaced. As you should be aware, Management has the sole discretion to enlist the use of contractors as an exception to our work jurisdiction. Since we do not have contact with these contractors, we couldn't possibly know if the work they are performing meets the exceptions to the Work Jurisdiction language in Article 1A of the Wage Agreement. Furthermore I found doubts in your claim that the request is burdensome. Management makes the arrangements to have these contractors perform work. They are hired for a reason, to do a particular job. I am also well aware that these contractors submit bids to the company for the work which they are being contracted to perform. After the work has been performed, I assume the company must pay these contractors for their work and expect to know what they are paying for. Therefore, all the requested information is easily obtainable.

Third, you obviously do not understand the language contained in Article 1A. Article 1A(i) specifically states Repair and Maintenance work, "SHALL NOT BE CONTRACTED OUT EXCEPT...", clearly there are exceptions but your statement that this Article removes work from the Unions jurisdiction is incorrect. This type work is exclusive to the bargaining unit, UNLESS you meet the exceptions listed in said Article. And as such, we have requested the aforementioned information to determine if you have in fact met such exceptions.

We are once again requesting all work performed by contractors on mine property, from January 1, 2018 to present. We also consider this an ongoing request and would like this information provided to the local on a weekly basis. This information is needed to determine the need to file grievances as well as to pursue those already filed. Please provide this information by 2-19-18.

EXHIBIT  
JX - 15(a)

**JOINT EXHIBIT 15(b)**

From: jeff reel <jr@jeffreel.com>  
Sent: Monday, February 12, 2018 6:32 PM  
To: Travelstead, Jim <JimTravelstead@coalsource.com>  
Cc: mphilippi <mphilippi@umwa.org>  
Subject: info request

3rd Request for information

By Local Union

To Whom It May Concern, this is a request for information by the Local Union for the purpose of determining if a grievance has merit. We have previously requested this information and have not yet received anything. Failure to provide this information will lead to possible Labor Charges. Please provide this information within 3 days.

Date of 1st request: 1/23/18

Date: 2/12/18

Grievance: contract enforcement

Information requested: All invoice for contractors number of contractors all work preformed by contractors form 1/1/18 to 2/4/18 Signature of Union Rep.

Date

Jeff Reel  
1/12/18

Delivered to:

Date

Jim Travelstead  
Cory Barack 2/12/18

**JOINT EXHIBIT 16**

From: jeff reel <j. \_\_\_\_\_@gmail.com>  
Sent: Monday, February 12, 2018 5:45 PM  
To: Travelstead, Jim <JimTravelstead@coalsource.com>  
Cc: mphillippi <mphillippi@umwa.org>  
Subject:

**Request for information**

By Local Union

To Whom It May Concern, this is a request for information by the Local Union for the purpose of determining the need to file a grievance and/or to determine if one has merit. We request this information be provided on or before 7 days from today. Failure to provide this information will cause a delay in the grievance procedure, as well as possible Labor Charges.

Date: 2/12/18 \_\_\_\_\_

Grievance: contract\_ enforcement

---

Information requested: \_All invoice for contractors number of contractors and all work performed by contractors from 2/5/18 to 2/12/18.

Signature of Union Rep.

Date \_\_\_\_\_ Jeff Reel \_\_\_\_\_

\_\_\_\_ 2/12/18 \_\_\_\_

Delivered to:

Date

\_\_\_\_ Jim Travelstead \_\_\_\_

\_\_\_\_ 2/12/18 \_\_\_\_

**JOINT EXHIBIT 17**



46226 National Road  
St. Clairsville, Ohio 43950

PHONE: (740) 338-3100  
FAX: (740) 338-3405

February 14, 2018.

*Via Electronic Mail Only*

Jeff Reel  
jreel@gmail.com

**Re: Form Information Requests**

Dear Mr. Reel,

Prior to your involvement and through to the present, The Monongalia County Coal Company ("Monongalia County" or the "Company") has been attempting to engage the Union in a dialogue concerning repeated, vague, non-specific and burdensome requests for information relating to the general subject matter of contracting out. Monongalia County has a number of issues with such requests, but is interested in working out a reasonable accommodation with the Union.

First, the Union's requests are non-specific in that they do not relate to any particular work that the Union thinks is properly within the work jurisdiction of the UMWA, nor to any specific instance of contracting out such work, nor to any particular contractor, nor to any particular grievance. Therefore, the Union is making blanket requests for any and all information relating to contracting out, which is unduly burdensome to Monongalia County when one considers the time, effort and expense involved in responding to these requests versus the Union's abstract interest in receiving the information.

This is particularly true as the National Bituminous Coal Wage Agreement of 2016 ("2016 NBCWA") contains provisions at Articles IA(g)(1) and (2) and IA(i) that remove certain work from the Union's exclusive work jurisdiction, making blanket requests for all contracting out information, such as those the Union has been sending, unduly onerous upon Monongalia County.

In an effort to balance the Union's interests with those of Monongalia County, the Company has asked the Union to narrow the scope of the Union's blanket requests to something more reasonable by relating the requests to a particular contractor, project or a pending grievance, but the Union has refused to engage with the Company in this process. This refusal is inconsistent with the Union's obligation under Article XXIII, Section (e), of the 2016 NBCWA, which provides, "at all steps of the complaint and grievance procedure, the grievant and the Union representatives shall disclose to the company representatives a full statement of the facts and the provisions of the Agreement relied upon by them."

EXHIBIT

JX - 17

In the alternative, Monongalia County would also consider responding to the Union's requests as is, if the Union would agree to bear the costs of assembling the responses, which include hourly pay for the time of the individuals engaged in assembling the information and the costs of making copies for the Union.

Let me know if the Union is willing to engage with Monongalia County in a good faith effort to find compromise here. I assure you Monongalia County is prepared to join with the Union to find such a mutually agreeable solution.

Regards,

A handwritten signature in cursive script, appearing to read "Cory R. Barack".

Cory R. Barack, Esq.  
*Attorney*

**JOINT EXHIBIT 18**

From: jeff reel <j.\_\_\_\_@gmail.com>  
Sent: Monday, February 19, 2018 5:53 PM  
To: Travelstead, Jim <JimTravelstead@coalsource.com>  
Cc: Michael Phillippi <mphillip176@gmail.com>  
Subject:

Request for information  
By Local Union

To Whom It May Concern, this is a request for information by the Local Union for the purpose of determining the need to file a grievance and/or to determine if one has merit. We request this information be provided on or before 7 days from today. Failure to provide this information will cause a delay in the grievance procedure, as well as possible Labor Charges.

Date: 2/19/18 \_\_\_\_\_  
Grievance: contract\_enforcement

---

Information requested: All invoice for contractors number of contractors and all work performed by contractors from 2/12/18 to 2/19/18:

Signature of Union Rep.

Date \_\_\_\_\_ Jeff Reel \_\_\_\_\_

2/19/18 \_\_\_\_\_

Delivered to:

Date

Jim Travelstead \_\_\_\_\_

2/19/18 \_\_\_\_\_

EXHIBIT

JX - 18<sup>th</sup>

# **JOINT EXHIBIT 19**



46226 National Road  
St. Clairsville, Ohio 43950

PHONE: (740) 338-3100  
FAX: (740) 338-3405

February 20, 2018

*Via Electronic Mail Only*

Jeff Reel  
j .@gmail.com

**Re: Form Information Requests**

Dear Mr. Reel,

I am in receipt of your response dated February 15, 2018, to my letter of February 14, 2018. In such response, you neglected to discuss whether or not the Union will bear the costs of assembling the responses to the Union's blanket requests.

I am also in receipt of your most recent form information request dated February 19, 2018. As this is again a blanket, non-specific request for any and all information relating to contracting out, the issue of whether or not the Union will bear the costs of assembling the responses should be discussed. Please respond accordingly.

Regards,

Cory R. Barack, Esq.  
*Attorney*

EXHIBIT  
JX - 19

**JOINT EXHIBIT 20**

From: jeff reel <[redacted]@gmail.com>  
Date: Wed, 21 Feb 2018 20:10:12 -0500  
Subject: info  
To: "Barack, Cory" <CoryBarack@coalsource.com>  
Cc: Michael Phillippi <[redacted]@gmail.com>

I am requesting that the Company identify any particular request they consider burdensome, what part of the request is burdensome and why, and an itemized estimate of the costs of furnishing the information.

EXHIBIT  
JX - 20

**JOINT EXHIBIT 21**



46226 National Road  
St. Clairsville, Ohio 43950

PHONE: (740) 338-3100  
FAX: (740) 338-3405

March 12, 2018

***Via Overnight Mail***

District 31  
United Mine Workers of America  
310 Gaston Avenue  
Fairmont, WV 26554

***Re: Continuing Blanket Requests for Contracting Out Information in  
General and ULP Case No. 06-CA-215195 Specifically***

Gentlemen,

Various representatives of District 31 and/or certain of its constituent Local Unions have been making blanket, continuing requests for all information and documents relating to the general subject of contracting out. To date, such requests have mostly been made by Jeff Reel and directed to The Monongalia County Coal Company ("Monongalia"), but other Union representatives have sent similar requests to the other signatory sister Companies. Upon receipt of such requests, the pertinent Company has been responding by requesting that the Union narrow such requests by confining them to some particular type of work, contractor, project, or pending grievance, because the time and expense associated with responding to such blanket requests is an undue burden upon the responding Company.

In the alternative, the responding Company has offered to respond to the blanket requests as is, if the Union will agree to bear the costs of the Company doing so. The Union has not narrowed the scope of its blanket requests relating to contracting out, so the Companies' alternate proposal is ripe for negotiation.

There is a meeting scheduled at the Wana Portal of The Monongalia County Coal Company on March 14, 2018, at which representatives of the Companies will be present and prepared to negotiate over this subject matter. Appropriate District and Local officials with authority to negotiate are requested to attend, as well.

The Companies will be seeking the Union's agreement to bear the costs incurred in responding to these blanket requests. By way of example, Mr. Reel has been making blanket requests to Monongalia for contracting out information on a weekly basis, and has made it clear that these requests will be ongoing. Monongalia has assembled the requested information for the period of January 1, 2018, through February 28, 2018. In doing so, Monongalia incurred nine (9) hours of employee time spent by five (5) different individuals at a total cost of \$285.95.

EXHIBIT  
JX - 21

In addition, in preparing this particular response, Monongalia had to copy one hundred eight (108) pages of documents for production to the Union. Monongalia called three (3) commercial copy shops in the Morgantown area to determine a reasonable per-page copy cost, for 8.5" x 11" black and white copies (Office Depot \$0.14/page, Morgantown Blueprint & Copy \$0.12/page, and Docuprint Copy Center \$0.11/page), which it then averaged to arrive at a reasonable cost of making each page of requested copies of \$0.1233/page.

In this example, responding to Mr. Reel's blanket requests for the period of January 1, 2018, through February 28, 2018, cost Monongalia a total of \$285.95 for employee time and \$13.32 for copies.

If the Union will reimburse these costs to Monongalia, it is ready to produce the requested documents.

Apart from this specific example, because other Union representatives are making similar blanket requests for contracting out information at one or more of The Ohio County Coal Company, The Marion County Coal Company, The Marshall County Coal Company, or The Harrison County Coal Company, the Companies propose that they and District 31 negotiate a cost reimbursement agreement that will apply to all such blanket requests for contracting out information, which would not apply in cases when the Union tailors its request to a specific type of work, contractor, project, or pending grievance, but would otherwise apply.

Please be prepared to negotiate over this proposal at the March 14, 2018 meeting.

Regards,



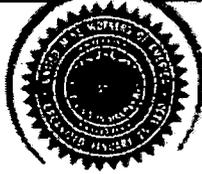
Cory R. Barack, Esq.  
*Attorney*

cc: Jeff Reel, via email to [redacted]@gmail.com  
Matthew Miller, via email to [redacted]@yahoo.com

**JOINT EXHIBIT 22**

# United Mine Workers of America

KEVIN F. FAGAN  
ASSOCIATE GENERAL COUNSEL



TELEPHONE  
(703) 291-2425  
FAX (703) 291-2448  
EMAIL: KFAGAN@UMWA.ORG

UNITED MINE WORKERS' HEADQUARTERS  
18354 QUANTICO GATEWAY DRIVE, SUITE 200

**Triangle, VA**  
22172-1779

March 16, 2018

Cory R. Barack, Esq.  
Murray American Energy, Inc.  
46226 National Road  
St. Clairsville, OH 43950

Dear Mr. Barack:

Your letter of March 12, 2018 has been referred to me for a response. In that letter you request that the United Mine Workers of America bargain with Monongalia County Coal Company and its "sister companies" with respect to paying the costs allegedly incurred by such companies when it gathers information responsive to the Union's information requests concerning contracting out work.

As you may know, it is well-settled that an employer violates Section 8(a)(5) and (1) of the Act when it fails and/or refuses to provide information needed by the bargaining representative of its employees for purposes of contract negotiation or contract administration. NLRB v. Truitt Mfg. Co., 351 U.S. 149, 152-153 (1956). Moreover, a union, as a bargaining representative, is entitled to receive any information which is relevant to its obligation to administer a collective bargaining agreement. NLRB v. Whittin Machine Works, 217 F.2d 593 (4<sup>th</sup> Cir. 1954), cert. denied, 349 U.S. 905, 75 S.Ct. 583, 99 L.Ed. 1242 (1955).

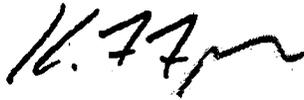
The National Bituminous Coal Wage Agreement of 2016 contains a work jurisdiction clause set forth in Article 1A (a). The UMWA information requests to which your letter refers seek information related to Monongalia Coal County Coal Company's and its "sister companies'" practice of contracting out work at its various mine sites. Therefore, the information sought is directly related and relevant to whether the Employer is complying with its obligations set forth in Article 1 of the NBCWA. Accordingly, Monongalia County Coal Company is legally obligated to provide such information to the Union. It is unlawful for your client to condition compliance with our information requests upon payment of incurred costs.

EXHIBIT  
JX - 22

Further, we reject your claim that the Union's requests pose an "undue burden" upon the responding company. Although the Board has required unions to negotiate the allocation (not reimbursement) of costs associated with employers with respect to responding to information requests, it has done so sparingly and only when the employer proves that responding will pose a burdensome financial impact. Tower Books, 273 NLRB 671 (1984). Your claim of incurring \$299.27 in costs associated with complying with the Union's information request does not constitute an undue burden upon your client.

Finally, we decline your request to negotiate with respect to cost reimbursement. For future reference, the International Union, United Mine Workers of America is the exclusive collective bargaining representative of Monongalia County Coal Company's classified employees. As such, any request to bargain with the UMWA should be directed to the office of Cecil E. Roberts, International President, UMWA.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Fagan", written in a cursive style.

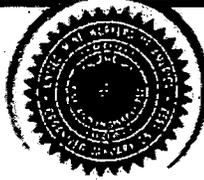
Kevin Fagan

cc: Mike Caputo, UMWA International District 31 VP  
Charles F. Donnelly, UMWA General Counsel

**JOINT EXHIBIT 23**

# United Mine Workers of America

KEVIN F. FAGAN  
ASSOCIATE GENERAL COUNSEL



TELEPHONE  
(703) 291-2425  
FAX (703) 291-2448  
EMAIL: KFAGAN@UMWA.ORG

UNITED MINE WORKERS' HEADQUARTERS  
18364 QUANTICO GATEWAY DRIVE, SUITE 200

**Triangle, VA**

22172-1779

April 18, 2018

Cory R. Barack, Esq.  
Murray American Energy, Inc.  
46226 National Road  
St. Clairsville, OH 43950

Dear Mr. Barack:

Your letter of March 16, 2018, to Mr. Jason Todd has been referred to me for response. In that letter you allege that the UMWA is making "blanket information requests" concerning the contracting out of work by Marion County Coal Company. As you know, the UMWA is entitled to information in order to enforce and administer the terms and conditions of the NBCWA. Having said that, in the future it may be helpful if you were to provide a periodic notice to the UMWA setting forth the details of the contracted out work when such arrangements are made by Marion County Coal Company. For example, if you could include the name of the contractor, the nature of the work that is contracted out, the dates and times the contractor will be on the property, and the exemption you claim under the NBCWA, that would be helpful to the Union and it would relieve the Company of the burden of having to compile such information when more than one contractor is involved.

Such an arrangement will meet both our interests in that it will reduce the cost and inconvenience of responding to the UMWA's information requests and will also provide the Union with the information it requires to enforce and administer the collective bargaining agreement. Please let me know if this is an arrangement your client is willing to undertake.

Thank you for your prompt attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Fagan".

Kevin Fagan

cc: Mike Caputo, UMWA International District 31 VP  
Charles F. Donnelly, UMWA General Counsel

EXHIBIT  
JX - 23

**JOINT EXHIBIT 24**

## Mike Phillippi

---

**From:** Mike Phillippi  
**Sent:** Wednesday, April 4, 2018 11:56 AM  
**To:** 'Barack, Cory'  
**Subject:** information requests from locals

Mr. Barack,

It is my understanding that you have continually denied requests for information from Local Union Officials. Your claim that said requests lack specifics are without fact.

At the Monongalia County Mine, I currently have grievance # 1702-25-18 dealing with the use of contractors to change a skip rope. This has not only been arbitrated, but also has an enforcement order from court. The information was requested for this violation of the Wage Agreement that occurred on 2-14-18, but has not been provided by Management.

I also have grievance #'s 1702-27-18, 1702-26-18 and 1702-29-18 all dealing with the use of contractors to perform classified work from 2-12-18 and at the time was ongoing. The Local requested information on these contractors and was also denied.

I also have grievance # 1702-30-18 dealing with contractors performing classified work on 2-5-18 through 2-9-18. The Local requested information on these contractors and was also denied.

I also have grievance # 1702-31-18 dealing with multiple contractors performing classified work while bargaining unit employees were denied work. The local also requested information on these contractors and was denied.

All of these contractual violations occurred in February. A request for information was submitted by Local Vice President, Jeff Reel. The information was not provided. Management was notified the day of the contractual violation by the grievants. Between 2-10-18 and 3-6-18, the grievances were submitted to Management on a Standard Grievance Form. A Step 2 meeting was held on 3-14-18 and the information was still not provided. And today, as I prepare for a Step 3 meeting, the information still has not been provided.

In a renewal of the original request for information, which currently has a NLRB case pending, promptly provide the information without further delay.

Moving to the Harrison County Mine, I understand that Matt Miller has been denied multiple requests for information, which are needed to ensure compliance with the Wage Agreement. Grievance # PP-6-18 deals with the use of contractors to perform work which is in direct violation of an arbitration ruling by Arbitrator Franckiewicz on 7-11-17. Information was requested by Matt, and this information has not been provided.

I also have grievance # PP-4-18 and PP-5-18 that deal with contractors performing classified work on 3-5-18. As before, the information on this contractual violation was requested, but not provided by Management.

I also have grievance # CR-35-18 which dealt with the use of contractors to perform classified work on 2-6-18. The information pertaining to this violation was requested and was also not provided by Management.

I also have grievance # CR-23-18 dealing with contractors performing classified work while the bargaining unit employee was denied work. Again the information was requested by Matt Miller, but was not provided.

I also have grievance # CR-26-18 dealing with the use of contractors to perform classified work while an employee was denied work. As before, the request was deemed burdensome and not fulfilled by Management.

I also have grievance #'s CR-20-18 and CR-24-18 dealing with contractors performing classified work. This information was also requested by the Local and was not fulfilled.

All of the contractual violations occurred between 1-14-18 and 3-8-18. Between the aforementioned dated, a Step 1 was made to Management by the grievants. Prior to the Step 2 meetings on 3-8-18 and 3-28-18 the grievances were submitted to management on a Standard Grievance Form. Multiple requests for information pertaining to contractors on the property were made by Local Mine Committee Chairman, Matt Miller, none of which were fulfilled.

As you can see from above, the information requests were and are needed to investigate and pursue grievances. The requests do not lack specifics as they only deal with contractors. In our 354 page contract, only 3 pages deal with the ability to use contractors. Furthermore, the above mentioned grievances are only a small percentage of the total grievances pertaining to the requested information on the use of contractors. There are currently 3 District 31 Representatives in the Fairmont Office that handle grievances and arbitrations. In this District, the information requested is for only 3 mines operated by Murray Energy.

The information we have previously requested is specific, not burdensome, and easily obtainable by management. Management already goes so far as to provide lists of all contractors and work assignments to the contractors. This information is provided to the contractors to show how work, mostly classified work, is to be performed by which contractor. As you are also well aware, Management employees some of these contractors, and has easy access to the work assignments and time sheets for these employees. Other contractors hired by Murray Energy are required to submit quotes and invoices, and were hired to perform certain work by Management (If this is incorrect, please provide evidence to the contrary). In an earnest effort to resolve disputes under the Contract, we are again requesting that you provide the information previously requested by the Local Officials.

Michael Phillippi  
United Mine Workers of America  
District 31 Representative  
304-692-5953 (Cell)  
304-363-7500 (Office)

**JOINT EXHIBIT 25**

UMWA-BCOA STANDARD GRIEVANCE FORM

2-21-18

Larry Whipkey, Mark Kuhn, Jonathan Mitchell

Grievance No 1702-31-18

Name of Grievant(s) Jesse Ryan, Matt Dixon

Name of Employer MON County coal company

UMWA Local Union 1702 District 31

Mine MON County coal mine

PROCEDURES

X Regular Grievance, Article XXIII or Discharge, Regular Arbitration, Article XXIV, Section (e) Date of Foreman's Decision 2-16-18 Chase Date of Step 2 Meeting 3-14-18 [ ] Withdrawn [ ] Settled [X] Referred to Step (3) Date of Step 3 Meeting [ ] Withdrawn [ ] Settled [ ] Referred to Step (4) Date of Step 4 Meeting

[ ] Discharge, immediate Arbitration, Article XXIV, Section (d) Date of Suspension Notice Date of Employer-Employee Meeting [ ] Withdrawn [ ] Settled [ ] Referred to Arbitration Date of Arbitration Arbitrator

The Grievance: Mine management is in violation of Article IA and Article IV and any others that may apply of the 2016 NBC UAW. On or about 2-11-18 management used contractors to perform classified work building walls, lowering track ect and denied the union employees a premium pay of pay and failed to schedule employees for availability. The grievants demand 8 hrs of double time pay and for management to cease and desist from using contractors to perform the union work.

Signature of Grievant(s)

Date 3-14-18

Position of Mine Committee

Position of Employer

Mine ~~Management~~ Committee agree's with grievants

OS N120, MOVED TO STSP 3

Signature of Mine Committee

Signature of Mine Management

Settlement Statement:

For the UMWA

For the Employer

MINE MANAGEMENT COPY-WHITE; LOCAL UNION COPY-BLUE; MINE MANAGEMENT COPY-PINK; UMWA DISTRICT COPY-GOLD

EXHIBIT

JX - 25

**JOINT EXHIBIT 26**

Plant

UMWA-BCOA STANDARD GRIEVANCE FORM

Name of Grievant(s) Jeremy Jake Rowan  
UMWA Local Union 1501 District 31

Grievance No. PP-4-18  
Name of Employer Murray Energy  
Mine Harrison County mine

PROCEDURES

Regular Grievance, Article XXIII or  
 Discharge, Regular Arbitration, Article XXIV, Section (g)  
Date of Foreman's Decision Jay Bell 3/08/18  
Date of Step 2 Meeting 3-28-18  
 Withdrawn  Settled  Referred to Step (3)  
Date of Step 3 Meeting 4-19-18  
 Withdrawn  Settled  Referred to Step (4)  
Date of Step 4 Meeting \_\_\_\_\_

Discharge, Immediate Arbitration, Article XXIV, Section (d)  
Date of Suspension Notice \_\_\_\_\_  
Date of Employer-Employee Meeting \_\_\_\_\_  
 Withdrawn  Settled  Referred to Arbitration  
Date of Arbitration \_\_\_\_\_  
Arbitrator \_\_\_\_\_

The Grievance: Management is in violation of the N.B.C.W.A of 2016 Article 1A and or any other Articles and or sections that may apply on 03/05/18 (Fritz Rumer + COOKE) Rail contractor took and ran our Back Hoe to do work around Stock pile I would like this practice to Cease and desist and to be made whole in any and all ways

Signature of Grievant(s) [Signature]

Date 3-28-18

Position of Mine Committee

Position of Employer

Same

No violation of Contract  
Grievance Denied

[Signature]  
Signature of Mine Committee

[Signature] 3/28/18  
Signature of Mine Management

Settlement Statement:

Refer to arbitration

[Signature]  
For the UMWA

[Signature] 4/19/18  
For the Employer

**JOINT EXHIBIT 27**

Plant

UMWA-BCOA STANDARD GRIEVANCE FORM

Grievance No. PP-5-18

Name of Grievant(s) Mitch Snider

Name of Employer Murray Energy

UMWA Local Union 1501 District 31

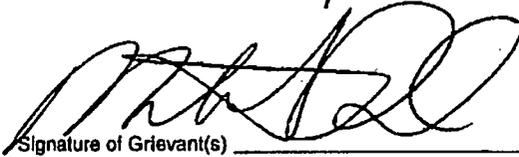
Mine Harrison County

PROCEDURES

- Regular Grievance, Article XXIII or
- Discharge, Regular Arbitration, Article XXIV, Section (e)
- Date of Foreman's Decision ED Bockkins denied 3/08 NO ANSWER
- Date of Step 2 Meeting 3-28-18
- Withdrawn  Settled  Referred to Step (3)
- Date of Step 3 Meeting 4-19-18
- Withdrawn  Settled  Referred to Step (4)
- Date of Step 4 Meeting \_\_\_\_\_

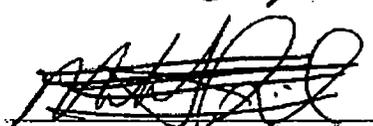
- Discharge, Immediate Arbitration, Article XXIV, Section (d)
- Date of Suspension Notice \_\_\_\_\_
- Date of Employer-Employee Meeting \_\_\_\_\_
- Withdrawn  Settled  Referred to Arbitration
- Date of Arbitration \_\_\_\_\_
- Arbitrator \_\_\_\_\_

The Grievance: Management is in violation of the N.B.C.W.A of 2016 Article 1A and or any other Articles and or sections that may apply ON 03/05/18 Rail (Fritz Rumert + COOKE) Contractors were Running our Backhoe to do work around Stockpile I would like this practice to cease and desist and to be made whole in any and All ways

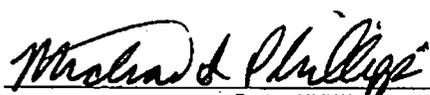
  
Signature of Grievant(s)

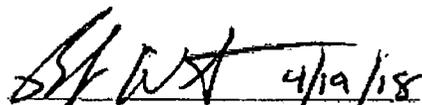
Date 3-28-18

Position of Mine Committee  
SAME  
  
Signature of Mine Committee

Position of Employer  
No Violation of Contract grievance Denied. Chap 5.8 3/28/18  
  
Signature of Mine Management

Settlement Statement:  
Refer to arbitration.

  
For the UMWA

 4/19/18  
For the Employer

**JOINT EXHIBIT 28**



46226 National Road  
St. Clairsville, Ohio 43950

PHONE: (740) 338-3100  
FAX: (740) 338-3405

April 6, 2018

*Via Electronic Mail Only*

Mike Phillippi  
MPhillippi@umwa.org

**Re: Continuing Blanket Requests for Contracting Out Information**

Dear Mr. Phillippi,

Please let this letter serve as a response to your electronic mail message to me dated April 4, 2018. When the Union has requested specific, relevant information in reference to a pending arbitration case, the applicable Company has endeavored to provide the requested information. What is in dispute are the blanket, perpetual, and non-specific information requests for general contracting out information. The singular fact that the Union has pending grievances related to contracting out, does not automatically require the Company to fulfill the blanket requests simply because at least some of the information requested will relate to a pending grievance.

Further, the applicable Company has never stated that it would refuse a valid request for information. Rather, several Companies have requested bargaining over sharing the costs incurred in responding to the blanket requests. Therefore, the only reason that the Union has not received responses to the blanket requests, which would include information pertinent to the list of cases cited in your electronic mail, is because the Union has refused to bargain over cost sharing.

Regards,

A handwritten signature in black ink, appearing to read "Cory R. Barack". The signature is written in a cursive, somewhat stylized font.

Cory R. Barack, Esq.  
*Attorney*

**JOINT EXHIBIT 29**

**From:** Chuck Donnelly <CDonnelly@umwa.org>  
**Sent:** Thursday, August 02, 2018 12:27 PM  
**To:** McKown, Mike <mmckown@coalsource.com>  
**Subject:** Re: Our Recent Discussion

Mike,

As a follow-up to our recent meeting, here is typed version of the scribbled form I gave you. Hopefully, this will alleviate any eye strain!

Look forward to hearing from you soon.

Best regards,

Chuck

**CHARLES F. DONNELLY**  
General Counsel  
United Mine Workers of America  
Headquarters:  
18354 Quantico Gateway Dr. #200  
Triangle, VA 22172  
Ph.#(703) 291-2429  
Fax #(703) 291-2448  
WV Office:  
1300 Kanawha Blvd., E.  
Charleston, WV 25301  
Ph.#(304) 346-0341  
Fax # (304) 346-1186

*This document may contain confidential information subject to attorney-client privilege or attorney-work product. If you are not the intended recipient you are hereby notified that any form of disclosure of this email or its attachments is prohibited. Notify the sender immediately if you have received this email by mistake and delete this email from your system. If you are the intended recipient and experience any problems in transmission, please contact us immediately at 703-291-2429.*

**CONTRACTOR NOTIFICATION  
FORM TO LOCAL UNION**

NAME OF CONTACTOR: \_\_\_\_\_

\_\_\_\_\_

PURPOSE & TYPE OF WORK (note whether warranty work, emergency or other reason): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DURATION OF JOB: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**JOINT EXHIBIT 30(a)**



46226 National Road  
St. Clairsville, Ohio 43950

PHONE: (740) 338-3100  
FAX: (740) 338-3405

January 28, 2019

***Via Electronic Mail Only***

Matthew Miller  
L. :@yahoo.com

***Re: Form Information Request***

Dear Mr. Miller,

I am in receipt of your form information request dated January 24, 2019, related to contracting out. The Company has a number of issues with such request, but is interested in working out a reasonable accommodation with the Union.

This request is non-specific in that it does not relate to any particular work that the Union thinks is properly within the work jurisdiction of the Union, nor to any specific instance of contracting out such work, nor to any particular contractor, nor to any particular grievance. Therefore, the Union is making a blanket request for any and all information relating to contracting out, which is unduly burdensome to the Company when one considers the time, effort, and expense involved in responding to this request versus the Union's abstract interest in receiving the information.

This is particularly true as the National Bituminous Coal Wage Agreement of 2016 ("2016 NBCWA") contains provisions at Articles IA(g)(1) and (2) and IA(i) that remove certain work from the Union's exclusive work jurisdiction, making a blanket request for all contracting out information, such as this, unduly onerous upon the Company.

In an effort to balance the Union's interests with those of the Company, the Company asks that the Union narrow the scope of the Union's blanket request to something more reasonable, by relating the request to a particular contractor, project or a pending grievance.

In the alternative, the Company would also consider responding to the Union's request as is, if the Union would agree to bear the costs of assembling the response, which include hourly pay for the time of the individuals engaged in assembling the information and the costs of making copies for the Union.

Let me know if the Union is willing to engage with the Company in a good faith effort to find compromise here. I assure you the Company is prepared to join with the Union to find such a mutually agreeable solution.

EXHIBIT  
JX - 30(a.)

Regards,

A handwritten signature in black ink, appearing to read "Cory R. Barack". The signature is fluid and cursive, with the first name "Cory" being more prominent and the last name "Barack" following in a similar style.

Cory R. Barack, Esq.  
**Attorney**

**JOINT EXHIBIT 30(b)**



46226 National Road  
St. Clairsville, Ohio 43950

PHONE: (740) 338-3100  
FAX: (740) 338-3405

March 5, 2019

***Via Electronic Mail Only***

Matthew Miller  
@yahoo.com

***Re: Form Information Request***

Dear Mr. Miller,

I am in receipt of your form information request dated March 5, 2019, related to contracting out. The Company has a number of issues with such request, but is interested in working out a reasonable accommodation with the Union.

This request is non-specific in that it does not relate to any particular work that the Union thinks is properly within the work jurisdiction of the Union, nor to any specific instance of contracting out such work, nor to any particular contractor, nor to any particular grievance. Therefore, the Union is making a blanket request for any and all information relating to contracting out, which is unduly burdensome to the Company when one considers the time, effort, and expense involved in responding to this request versus the Union's abstract interest in receiving the information.

This is particularly true as the National Bituminous Coal Wage Agreement of 2016 ("2016 NBCWA") contains provisions at Articles IA(g)(1) and (2) and IA(i) that remove certain work from the Union's exclusive work jurisdiction, making a blanket request for all contracting out information, such as this, unduly onerous upon the Company.

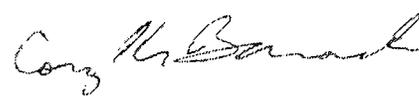
In an effort to balance the Union's interests with those of the Company, the Company asks that the Union narrow the scope of the Union's blanket request to something more reasonable, by relating the request to a particular contractor, project or a pending grievance.

In the alternative, the Company would also consider responding to the Union's request as is, if the Union would agree to bear the costs of assembling the response, which include hourly pay for the time of the individuals engaged in assembling the information and the costs of making copies for the Union.

Let me know if the Union is willing to engage with the Company in a good faith effort to find compromise here. I assure you the Company is prepared to join with the Union to find such a mutually agreeable solution.

EXHIBIT  
JX-30(b)

Regards,

A handwritten signature in cursive script that reads "Cory R. Barack".

Cory R. Barack, Esq.  
**Attorney**

**JOINT EXHIBIT 31**

# United Mine Workers of America

LEGAL DEPARTMENT



TELEPHONE  
(703) 291-2429  
FAX (703) 291-2448  
EMAIL: LEGAL@UMWA.ORG

UNITED MINE WORKERS' HEADQUARTERS  
18354 QUANTICO GATEWAY DRIVE, SUITE 200

**Triangle, VA**

22172-1779

March 7, 2019

**Via U.S. Mail and Facsimile Transmission  
at (740) 338-3405**

Mr. Cory R. Barack  
Murray American Energy, Inc.  
46226 National Road  
St. Clairsville, OH 43950

**Re: Information Requests from UMWA Local Union No. 1501**

Dear Mr. Barack:

Your letters of January 28, 2019 and March 5, 2019 to Mr. Matthew Miller, Chairman of the Mine Committee of United Mine Workers of America ("UMWA") Local Union 1501 (the "Local"), have been referred to me for a response. In these letters, you objected to the form and content of information requests made by the Local to the Harrison County Coal Company ("Harrison") on January 24, 2019 and March 5, 2019, and you asked the UMWA to assume Harrison's cost of fulfilling its obligation to respond to these requests.

Please note that Harrison is required under the National Labor Relations Act (the "NLRA") to provide information that the Local needs to administer and enforce its collective bargaining agreement with Harrison. *See, e.g., NLRB v. Truitt Mfg. Co.*, 351 U.S. 149, 152-53 (1956). It is well-settled that the Local, as the bargaining representative of certain of Harrison's employees, is entitled to receive any information relevant to its obligation to administer the agreement. *See, e.g., NLRB v. Whiten Mach. Works*, 217 F.2d 593 (4th Cir. 1954).

Harrison's collective bargaining agreement with the UMWA, the National Bituminous Coal Wage Agreement of 2016 (the "NBCWA"), contains a work jurisdiction clause at Article 1A(a). The information requests to which your letters refer seek information related to Harrison's ongoing practice of awarding work to outside contractors at the Harrison County Mine. The requests, therefore, are directly related and relevant to the question of whether Harrison is

EXHIBIT  
JX - 31

complying with its obligations as set forth in NBCWA Article 1A(a). Accordingly, the NLRA obligates Harrison to provide the requested information to the Local.

It is unlawful under the NLRA for Harrison to condition the fulfillment of its obligation to respond to the Local's information requests on the UMWA's assumption of any associated costs. While NLRA might require a Union to negotiate the allocation – but not the assumption – of costs related to an employer's response to Union information requests under certain rare and limited circumstances, such a requirement applies only when the employer proves that providing the required response will impose an undue financial burden on the company. *See Tower Books*, 273 NLRB 671 (1984). Harrison has not offered the factual support necessary to prove the existence of such an undue burden, and the UMWA rejects – as a factual matter – Harrison's assertion that the Local's information requests burden the company.

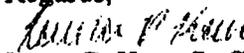
Further, as you are aware, in March 2018 the UMWA proposed a simple way to address and resolve the stated concerns regarding the alleged burden imposed by UMWA information requests. In essence, the UMWA proposed that management could, to the extent possible, simply give the Local advance notice of any contractors who the company had arranged to work at the mine, along with an explanation of the purpose of their work. If this purpose did not impact or involve bargaining unit work, the UMWA anticipates that the matter would be closed. If bargaining unit work was arguably involved, however, the Local would have the information necessary to determine whether a grievance is warranted. For your convenience, a draft copy of a form implementing this suggestion is attached. Unfortunately, management has rejected this straightforward, common-sense approach to dealing with the issues of contractors and related information requests. We urge the company to reconsider its position in this matter.

Finally, the substance of Harrison's objections to the Local's information requests, along with parallel requests from Murray American Energy, Inc. ("Murray") for UMWA Local Unions to assume the cost of management's responses to UMWA information requests, are the subject of ongoing litigation between the UMWA, Harrison, and other companies controlled by Murray before the National Labor Relations Board. Harrison's objections will be addressed in that forum. The UMWA, therefore, declines Harrison's request to engage in discussions and/or bargaining with Harrison regarding these matters.

The UMWA hereby renews the Local's information requests of January 24, 2019 and March 5, 2019. Please send any substantive responses to Mr. Miller at

@yahoo.com, copying me at the address below. The UMWA looks forward to receiving the requested information.

Regards,

  
Laura P. Karr, Staff Attorney  
(703) 291-2431 lkarr@umwa.org

Enclosure

## CONTRACTOR NOTIFICATION FORM TO LOCAL UNION

NAME OF CONTACTOR: \_\_\_\_\_

\_\_\_\_\_

PURPOSE & TYPE OF WORK (note whether warranty work, emergency or other reason): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DURATION OF JOB: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**JOINT EXHIBIT 32**



46226 National Road  
St. Clarksville, Ohio 43950

PHONE: (740) 338-3100  
FAX: (740) 338-3405

March 11, 2019

***Via Certified Mail***

Laura P. Karr, Esq.  
Staff Attorney, Legal Department  
United Mine Workers of America  
18354 Quantico Gateway Drive, Suite 200  
Triangle, Virginia 22172-1779

***Re: Information Requests from UMWA Local Union No. 1501 and other Locals***

Dear Ms. Karr,

I received your letter of March 7, 2019 in which you repeat the Union's refusal to bargain over cost-sharing in connection with the various Local Unions' sweeping requests for all information relating to the use of contractors by signatory employers. It is apparent from your letter that the Union still thinks that it is entitled to make these sweeping requests and that the pertinent employer is required to bear the entire cost of responding. It should also be apparent to you that the pertinent employers disagree and believe that there should be some proportionality among the Union's need for the requested information, the information actually requested, and the burden of providing the requested information. Further, the employers believe that cost sharing is the most appropriate means of assuring that the desired proportionality exists. This is actually the law throughout federal jurisprudence, except before the National Labor Relations Board, which sadly remains behind the times in this respect. However, as you recognize in your letter, the issues mentioned herein are already joined in a series of unfair labor practice charges pending before the Board.

Consequently, the employers propose that they and the Union agree that the Union's broad requests for information relating to the use of contractors are continuing in nature, as are the employer's requests for bargaining over cost-sharing relating to those same requests. Such an agreement would end the parties' repetitive exchange of correspondence relating to these broad requests pending ultimate resolution of the issues presented in the existing unfair labor practice litigation.

Of course, the employers will continue to respond to the Union's narrower requests relating to some particular contractor, project, or pending grievance as they always have by providing any relevant and responsive information that they have.

EXHIBIT

JX - 32

Regards,



**Cory R. Barack, Esq.**  
**Attorney**

*[Faint, illegible text]*