FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

THIS IS THE END OF MUR # 1025

Date Filmed 2/26/80 Camera No. --- 2

Cameraman GPC

Harrison Combs

Always obtain signature of addressee or agent

POSTMARK

MUK 1025 - Anderson

RETURN RECEIPT FOR REGISTERED, INSURED AND CERTIFIED MAIL

Add your address in the space below if you want this card returned to you

1. Check one
Show to whom and date delivered C
Show to whom, date and address of delivery C
RESTRICTED DELIVERY
Show to whom and date delivered C
RESTRICTED DELIVERY
Show to whom, date and address of delivery $
CONSULT POSTMASTER FOR FEES

2. ARTICLE ADDRESSED TO:

Raymond J. LaJeunesse Jr.

3. ARTICLE DESCRIPTION
REGISTERED NO. CERTIFIED NO. INSURED NO.
CL5546

(Always obtain signature of addressee or agent)

I have received the article described above
SIGNATURE Addressee Authorized agent

Alice Butler

4. DATE OF DELIVERY

POSTMARK
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5. ADDRESS (Only if requested and fee paid)

6. UNABLE TO DELIVER BECAUSE

CLERK'S INITIALS

☆GPO 1977 – 0 – 249-595

MUK 1025 - Anderson

FEDERAL ELECTION COMMISSION
WASHINGTON D.C. 20463

December 18, 1979

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Raymond J. LaJeunesse, Jr.
National Right to Life Work Legal
Defense Foundation, Inc.
8316 Arlington Blvd.
Suite 606
Fairfax, Virginia 22036

RE: MUR 1025

Dear Mr. LaJeunesse:

This is in reference to the complaint you filed with the Commission on September 5, 1979, concerning the United Mine Workers of America (UMW).

Based on your complaint, the Commission determined there was reason to believe that UMW violated section 441b(b)(3) of the Federal Election Campaign Act of 1971, as amended, and instituted an investigation of this matter. The information uncovered during this investigation led the Commission to conclude, on December 17, 1979, that there was no reasonable cause to believe that UMW violated the Act. It appears that the UMW's COMPAC is composed of two or more district funds. For purposes of your complaint there are two funds which are relevant, one voluntary and one non-voluntary. The non-voluntary fund, with which your complaint is concerned, is not used in connection with federal elections. Therefore, the Commission is without jurisdiction in this matter. Accordingly the file in this matter, numbered MUR 1025, has been closed.

If you have any questions, please contact R. Lee Andersen, the attorney assigned to this matter, at (202) 523-4035.

Sincerely,

Charles N. Steele
General Counsel

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FEDERAL ELECTION COMMISSION
WASHINGTON D.C. 20463

December 18, 1979

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Harrison Combs
General Counsel
United Mine Workers' Building
900 Fifteenth Street, N.W.
Washington, D.C. 20005

RE: MUR 1025

Dear Mr. Combs:

This is to confirm our receipt of your letter dated November 26, 1979, in connection with the Commission's investigation in the captioned matter. After considering the information you provided, the Commission determined, on December 17, 1979, that there was no reasonable cause to believe that the United Mine Workers of America violated 2 U.S.C. 441b(b)(3) of the Federal Election Campaign Act. Accordingly, the Commission has closed its file on this matter.

Should you have any questions, please contact R. Lee Anderson at (202) 523-4035.

Sincerely,

Charles N. Steele
General Counsel

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December 13, 1979

MEMORANDUM TO: Marjorie W. Emmons

FROM: Elissa T. Garr

SUBJECT: MUR 1025

Please have the attached General Counsel's Report on MUR 1025 distributed to the Commission on a 48 hour tally basis.

Thank you.

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	MUR 1025
International Union, United	)	
Mine Workers of America	)	

CERTIFICATION

I, Marjorie W. Emmons, Secretary to the Federal Election Commission, do hereby certify that on December 17, 1979, the Commission decided by a vote of 4-0 to take the following actions regarding the above-captioned matter:

1. Find NO REASONABLE CAUSE TO BELIEVE that respondent violated 2 U. S. C. §441b(b)(3).

2. Send the letter attached to the General Counsel's Report dated December 13, 1979.

3. Close the file.

Voting for this determination were Commissioners Friedersdorf, Harris, McGarry, and Reiche.

Commissioner Aikens abstained on this matter.

Attest:

12/18/79
Date

Marjorie W. Emmons
Marjorie W. Emmons
Secretary to the Commission

Received in Office of the Commission Secretary: 12-13-79, 11:20
Circulated on 48 hour vote basis: 12-13-79, 4:00

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	MUR 1025
International Union, United Mine Workers of America	)	

GENERAL COUNSEL'S REPORT

The Commission received a complaint against the United Mine Workers of America (UMW) on September 5, 1979. The principal basis for the complaint was an allegation that UMW had established a reverse check-off system for assessing payment to UMW's political action committee (COMPAC) in violation of 2 U.S.C. §441b(b)(3)(A).

Complainants also alleged that UMW failed to inform employees of their right to refuse to contribute to COMPAC without any reprisal in violation of 2 U.S.C. §441b(b)(3)(C). Finally, complainants alleged that they have been denied their right to refuse to contribute to COMPAC in violation of their rights of freedom of speech and freedom of association under the First Amendment to the United States Constitution.

The Office of the General Counsel analyzed the complaint and recommended that the Commission find reason to believe that UMW was in violation of 2 U.S.C. §441b(b)(3)(A) under the general allegations of the complaint. The First General Counsel's Report noted that while the complaint was specific in alleging that the COMPAC assessment was a reverse check-off, the evidence presented by the complainants was sufficient only to support a finding that the COMPAC assessment was an apparent condition of membership in the UMW. Further, the First General Counsel's Report noted that it would be necessary through investigation of the complaint to determine

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with greater certainty whether the COMPAC assessment with which the complainants found fault funded expenditures in connection with federal elections, as is required to sustain the Commission's jurisdiction.

With respect to the alleged violation of 2 U.S.C. §441b(b)(3)(C) for failing to inform the complainants of their right to refuse to contribute to a separate, segregated fund without any reprisal, the Office of the General Counsel recommended that the Commission make no finding until the uncertainty concerning the principal allegation was resolved.

The Commission approved the recommendations of the Office of the General Counsel, authorizing an investigation to be conducted. A letter was sent to the UMW on November 7, 1979, asking that information be supplied to the Commission describing the UMW's system for collecting COMPAC contributions and the uses to which these funds are subject. On November 27, 1979, the Commission received a response from UMW. (See attached Exhibit A).

ANALYSIS AND EVIDENCE

The response from the UMW indicates that the complainants misunderstand the operation of the COMPAC fund. There are apparently several segregated funds, together comprising the COMPAC, two of which are directly relevant to the Commission's analysis of this matter. One fund, that established under Article 13, Section 9(a), of the UMW constitution is subsidized by dues, fees and assessments which a union member authorizes by check-off to be deducted from his wages. This fund is characterized by the UMW as "non-voluntary" and is not used to make expenditures in connection with federal

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elections except insofar as is permitted by 2 U.S.C. §441b(b)(2)(A), (B) and (C) and Commission Regulation 11 C.F.R. §114.1(a)(2).[1/]

Another fund, characterized by UMW as "voluntary", is a separate, segregated fund used to make contributions and expenditures in connection with federal elections in accordance with 2 U.S.C. §441b(b)(3). For soliciting contributions to this fund UMW employs a voluntary check-off card distinct from the general dues, fees and assessments check-off card. (See Exhibit A page 4). UMW avers that since there is no commingling of "non-voluntary" and "voluntary" monies, the complaint is insufficient, lacking as it does an allegation supported by facts that any of the "non-voluntary" funds were used to make contributions or expenditures in connection with federal elections. Looking at the authorization card for this "voluntary" fund (see Exhibit A at page 5), it clearly apprises the prospective contributor of the fund's separation from the COMPAC "non-voluntary" fund, the political purposes of the fund, and the contributor's right to refuse to contribute to the fund without reprisal, thus satisfying the requirements of 2 U.S.C. §441b(b)(3)(B) and (C). Therefore, the Office of the General Counsel recommends that the Commission find no reasonable cause to believe that the respondent violated 2 U.S.C. §441b(b)(3).

1/ Complainants allege violation of the Federal Election Campaign Act in part because UMW failed to refund any portion of their $7.00 COMPAC fund assessment after being requested by complainants to do so. (See Exhibit B at pages 1 and 2). However, because this fund is not used to make contributions or expenditures in connection with federal elections, this problem is outside of the Commission's jurisdiction.

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RECOMMENDATION

1. Find no reasonable cause to believe that respondent violated 2 U.S.C. §441b(b)(3).

2. Send attached letter.

3. Close the file.

13 December 1979
Date

Charles N. Steele
Acting General Counsel

Attachments

Exhibits A and B
Letters to Combs and LaJeunesse

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United Mine Workers of America

HARRISON COMBS
GENERAL COUNSEL

TELEPHONE
AREA CODE 202-638-0530
NIGHT LINE 202-638-0788

UNITED MINE WORKERS' BUILDING
900 FIFTEENTH STREET, N.W.
Washington, D.C.
20005

November 26, 1979

Charles N. Steele, Esq.
Acting General Counsel
Federal Election Commission
Washington, DC 20463

Re: MUR 1025

Dear Mr. Steele:

At your invitation, I am taking this opportunity to provide the United Mine Workers of America position regarding MUR 1025. An explanation of the structure, activity and financing of COMPAC, a department of the United Mine Workers of America, should clarify issues involved in this matter. We are confident that this explanation, in conjunction with a short analysis of applicable law, will clearly indicate that the UMWA/COMPAC has not violated 2 U.S.C. § 441b(b)(3)(A) (1976).

The UMWA, which has approximately 160,000 active members, maintains COMPAC as a department within the International Union. COMPAC administers and conducts the UMWA's political activities in regard to federal elections, as well as various other non-federal activities. In regards to electoral activities conducted by the UMWA, COMPAC maintains several segregated funds, including a voluntary fund. See Respondent Exhibit A. COMPAC's Voluntary Fund Identification Number is C00013342. There is only approximately $9000 in this account. Moneys deposited into and used by this account are raised in accordance with 2 U.S.C. §441b(b)(3). See, for instance, Respondent Exhibit B, which is a voluntary check-off card distinct from the $7.00 COMPAC assessment.

Under Article 13, Section 9(a) of the UMWA Constitution, the UMWA has a monthly dues assessment and an annual $7.00 COMPAC obligation. Respondent Exhibit C. The UMWA considers the $7.00

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COMPAC assessment to be a part of its overall periodic dues structure. See Respondent Exhibit C, the check-off card for all UMWA dues, fees and assessment.

Funds raised by the yearly $7.00 assessment, as well as the monthly dues, are internally characterized by the UMWA as "non-voluntary funds." The $7.00 COMPAC assessment is simply an attempt at budgeting by the 1976 UMWA Convention to insure that a minimum level of funding is available from dues revenue for the COMPAC Department. The $7.00 assessment funds are not deposited into the COMPAC Voluntary Account.

There is no commingling of any non-voluntary moneys, including the $7.00 assessment, with the COMPAC Voluntary Account. Furthermore, the UMWA and COMPAC do not use any involuntary funds, including the $7.00 assessment, for activities that would influence a federal election, except as permitted by 2 U.S.C. § 441b(b)(2)(A), (B) and (C) and FEC Regs. § 114.1(a)(2). See, for example, Respondent Exhibit D, regarding voter registration or get-out-the-vote drives.

The UMWA maintains that the recent National Education Association case, cited by Complainants, regarding political check-offs is inapplicable to the situation I have just described. "The essence of the illegality of the (NEA) reverse check-off procedures goes (not only) to how (but also) why the funds are collected . . ." AO 1977-37 (emphasis and parentheticals added). In FEC v. NEA, 457 F.Supp. 1102 (D.D.C. 1978) and in AO 1977-37, the NEA attempted to define and use the money raised by their various check-off mechanisms as "voluntary" money that could be utilized to make "contributions and expenditures" under 2 U.S.C. § 441b(b)(2). No such "contributions and expenditures" are made by the UMWA or COMPAC from involuntary funds, including the $7.00 assessment, but are made from the COMPAC Voluntary Account.

To invoke the Commission's jurisdiction over the legality of the $7.00 COMPAC assessment, it must not only be alleged and shown that the collection of the assessment is involuntary in nature, but that the reason for this collection and the use of these funds is to make a "contribution or expenditure" in a federal election from the UMWA involuntary funds. The complaint makes no such allegation and ignores the fact that the UMWA maintains the $7.00 assessment separately from its Voluntary Account. See Gabauer v. Woodcock, 594 F.2d 662, 673-74 (8th Cir. 1979). All federal "contributions and expenditures" are made from COMPAC voluntary funds.

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For the above stated reasons, the UMWA respectfully submits that the Commission should dismiss this charge.

If we may be of any further assistance to you, please feel free to contact me or my assistant, Randall Vehar, who is assigned to this matter at (202)-638-0530.

Sincerely yours,

Harrison Combs

cc: Sam Church, Jr.
R. Lee Andersen, Esq.

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Respondent Exhibit A

TO: COMPAC A/P

FROM:

RE: AUTHORIZATION FOR EXPENDITURE

You are requested to make the expenditure described below. Complete backup is attached.

Payee _____ Amount _____

Address _____ Pay By _____

_____ ☐ Deliver to Payee

_____ ☐ Deliver to COMPAC

Purpose _____

_____

Expense Category

Account # _____ Description _____

Account

☐ Voluntary ☐ Non-Voluntary ☐ Spec. R & E

Comments _____

_____

_____ _____

COMPAC VOLUNTARY CHECKOFF AUTHORIZATION

RESPONDENT EXHIBIT B

I voluntarily authorize _____ to checkoff
(Your coal company's name)
$_____, once a month, for the COMPAC Voluntary Fund, under a plan approved by the UMWA International Executive Board.

I understand that these funds may be used for political purposes, including direct contributions to political candidates, as permitted by applicable restrictions. I further understand that I may refuse to authorize this checkoff to COMPAC without any reprisals whatsoever from either my employer or the UMWA, and may also revoke this checkoff at any time by giving written notice to my employer.

My contribution is entirely voluntary and was not obtained by physical force, job discrimination, financial reprisal, or threats of such. I also understand that my contribution is separate and distinct from my UMWA dues obligation and the COMPAC non-voluntary assessment.

CHECK NO. _____ SOCIAL SECURITY NO. _____

NAME _____ Signed _____
(please print)

ADDRESS _____ Date _____

"A copy of our report is filed with the Federal Election Commission and is available for purchase from the Federal Election Commission, Washington, D.C."

RESPONDENT EXHIBIT C

United Mine Workers of America

CHECKOFF AUTHORIZATION FORM

USE BALLPOINT — PRESS FIRMLY

Social Security No	Last Name	First Name	MI
— —			

Dist	Local	Company	Mine Name and Number

I, the undersigned, do hereby authorize and request the above named company, or its successor, on each pay day hereafter to deduct from my wages (or earnings) all the amounts of money due to the United Mine Workers of America by me as membership dues (including initiation fees and assessments), and to promptly transmit and deliver the same to its duly authorized representative. This assignment, authorization and directive shall be irrevocable for the period of one (1) year, or until the termination of said agreement, whichever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be automatically renewed and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding agreement, whichever shall be shorter, unless written notice is given by me to the Company and the Union not more than twenty (20) days or not less than ten (10) days prior to the expiration of each period of one (1) year, or of each agreement, whichever occurs sooner.

Initiation Fee Due

Signature

Date

EMPLOYEE COPY

LOCAL UNION COPY

Union Information	Company Information	Office Use
Local Union No. 9-13	Company Name	
District No. 6-8	Mine Name and Number	

Key	Check One
1	[ ] I am an Active Miner
2	[ ] I am a Construction Worker

109

Key	Check One
30501	[ ] I am a new member of the U.M.W.A.
32001	[ ] I am transferring from Local Union No. — , District No. —

1-5 121-125 118-120

Member Information

Social Security No	Date of Birth	Date Hired	Optional
— — 14-22	— — 104-109	— — 111-116	

Last Name	First Name	Middle Initial	Sex M ☐ F ☐
23-37	38-49	50	

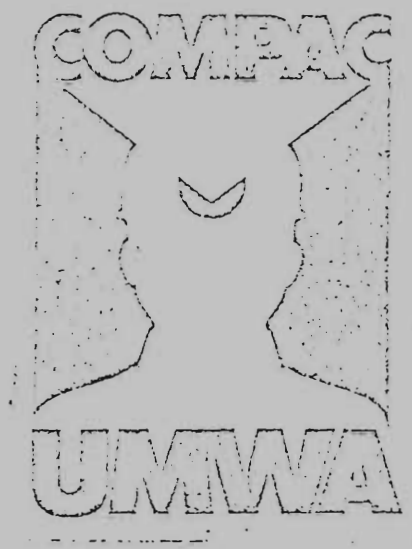
Street, Rural Route, Box No.	Phone No.
51-75	( ) -

City	State	Zip Code
76-95	96-97	98-101

Form UMWA 008 (12/76)

RESPONDENT EXHIBIT D

UNITED MINE WORKERS OF AMERICA POLITICAL ACTION COMMITTEE



COMPAC GUIDELINES

a. For all UMWA voter registration drives and get-out-the-vote efforts financed by non-voluntary funds, election workers shall verify on their expense vouchers that:

1. They only contacted UMWA members and their families.
2. That they provided the services offered to UMWA members and their families without regard to these people's politics.
3. If it is a non-partisan effort, then the worker shall verify on his/her expense voucher that they did not communicate in any way the UMWA's preference for a candidate or political party.

These verifications of political activity surrounding elections shall be present on each individual expense voucher before the voucher will be processed. Any list of political workers submitted for payment shall also contain the same verification for processing of payment.

b. In accordance with applicable law, non-voluntary funds may be donated, with the approval of the National Council, to political and charitable organizations which do not endorse and state or political parties, for the purpose of conducting non-partisan and get-out-the-vote activities aimed at the general public. These activities must be conducted by the political or charitable organizations, though such organizations may, with National Council approval, utilize the employees, members and/or facilities of the UMWA.

c. National Council shall establish procedures, if voluntary funds are utilized for partisan voter registration or get-out-the-vote efforts that are aimed at the general public.

and of District 25. Respondent Locals 1510 and 1781 act as agents for District 25 and the International in collecting contributions to COMPAC.

The International and the Mining Companies negotiated in 1978 a collective bargaining contract, effective May 1, 1978, through May 1, 1981, applicable to all coal miners employed by the Mining Companies, including complainants. Section (b) of Article II of said agreement, "Union Recognition and Security," (a copy of which is attached hereto as Exhibit A) provides:

> The United Mine Workers of America is recognized as the exclusive bargaining agent of Miners covered by this Agreement. All Miners covered by this Agreement shall be members of the United Mine Workers of America to the extent and in the manner permitted by law.

Thus membership in the International is a condition of complainants' employment. Article 15 of said agreement, "Checkoff", (a copy of which is attached hereto as Exhibit B) provides in part:

> (1) The membership dues, including fees, and assessments of the United Mine Workers of America and its various subdivisions, credit union and other voluntary deductions, and Union-sponsored group auto insurance, as authorized and approved by the International Union, United Mine Workers of America, shall be checked off the wages of the Miners by the Employers covered by this contract and shall be remitted by the Employers to the properly designated officers of the Union for distribution to its various branches.

In 1976, the International, at its International Convention, adopted and approved the Constitution of the International Union, United Mine Workers of America. Said Constitution became effective October 2, 1976. Section 3 of Article 13 of said Constitution (a copy of which is attached as Exhibit C) provides in part:

> (a) The International Union shall assess each working member $7.00 per year to carry out the objectives of COMPAC. This assessment shall be payable in one installment. Moneys collected shall be segregated according to applicable state and federal law where necessary.

Thus, a condition of membership in the International is payment of the $7.00 COMPAC assessment.

On or about November 3, 1977, complainant-members of

Local 1510 notified their employer, by letter (a copy of which is attached hereto as Exhibit D) of their objection to the COMPAC assessment and requested that the assessment not be deducted from their paychecks. A copy of said letter was sent to the International. Complainants' request was not honored. On or about November 25, 1977, the $7.00 COMPAC assessment was deducted from the paychecks of complainants who are members of Local 1510. On or about November 26, 1978, the same amount was again deducted for COMPAC from said complainants' paychecks. On or about December 8, 1978, the $7.00 COMPAC assessment was deducted from the paycheck of the complainant who is a member of Local 1781.

Complainants believe that the above quoted provisions of the collective bargaining agreement and the International Constitution violate §§ 441b(b)(3)(A) and (C) of the Act because the $7.00 COMPAC assessment is required as a condition of complainants' employment and because said provisions fail to inform complainants of their right to refuse to contribute to COMPAC without any reprisal. While said COMPAC assessment may be refundable under the provisions of Article 13, § 3(b) of the UMW Constitution, such refund is available only upon request once the assessment has been made and such request must be made annually. Complainants believe that the UMW COMPAC assessment mechanism constitutes a "reverse checkoff" and is per se violative of § 441b(b)(3)(A) under 11 C.F.R. § 114.5(a)(1) (1977) and FEC v. NEA, 457 F. Supp. 1102 (D.D.C. 1978). Further, complainants believe that they have been denied the right to refuse to contribute to COMPAC in violation of their First Amendment rights of freedom of speech and freedom of association.

Wherefore, the undersigned hereby request that the Federal Election Commission undertake an investigation of the matters described in this complaint and take all appropriate action necessary to assure that respondents will cease and desist from violating the Federal Election Campaign Act of 1971, as amended.

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The International and the Mining Companies negotiated in 1978 a collective bargaining contract, effective May 1, 1978, through May 1, 1981, applicable to all coal miners employed by the Mining Companies, including complainants. Section (b) of Article II of said agreement, "Union Recognition and Security," (a copy of which is attached hereto as Exhibit A) provides:

> The United Mine Workers of America is recognized as the exclusive bargaining agent of Miners covered by this Agreement. All Miners covered by this Agreement shall be members of the United Mine Workers of America to the extent and in the manner permitted by law.

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> (1) The membership dues, including fees, and assessments of the United Mine Workers of America and its various subdivisions, credit union and other voluntary deductions, and Union-sponsored group auto insurance, as authorized and approved by the International Union, United Mine Workers of America, shall be checked off the wages of the Miners by the Employers covered by this contract and shall be remitted by the Employers to the properly designated officers of the Union for distribution to its various branches.

In 1976, the International, at its International Convention, adopted and approved the Constitution of the International Union, United Mine Workers of America. Said Constitution became effective October 2, 1976. Section 9 of Article 13 of said Constitution (a copy of which is attached as Exhibit C) provides in part:

> (a) The International Union shall assess each working member $7.00 per year to carry out the objectives of COMPAC. This assessment shall be payable in one installment. Moneys collected shall be segregated according to applicable state and federal law where necessary.

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Complainants believe that the above quoted provisions of the collective bargaining agreement and the International Constitution violate §§ 441b(b)(3)(A) and (C) of the Act because the $7.00 COMPAC assessment is required as a condition of complainants' employment and because said provisions fail to inform complainants of their right to refuse to contribute to COMPAC without any reprisal. While said COMPAC assessment may be refundable under the provisions of Article 13, § 9(b) of the UMW Constitution, such refund is available only upon request once the assessment has been made and such request must be made annually. Complainants believe that the UMW COMPAC assessment mechanism constitutes a "reverse checkoff" and is per se violative of § 441b(b)(3)(A) under 11 C.F.R. § 114.5(a)(1) (1977) and FEC v. NEA, 457 F. Supp. 1102 (D.D.C. 1978). Further, complainants believe that they have been denied the right to refuse to contribute to COMPAC in violation of their First Amendment rights of freedom of speech and freedom of association.

Wherefore, the undersigned hereby request that the Federal Election Commission undertake an investigation of the matters described in this complaint and take all appropriate action necessary to assure that respondents will cease and desist from violating the Federal Election Campaign Act of 1971, as amended.

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Raymond J. LaJeunesse, Jr.
National Right to Life Work Legal
Defense Foundantion, Inc.
8316 Arlington Blvd.
Suite 600
Fairfax, Virginia 22038

RE: MUR 1025

Dear Mr. LaJeunesse:

This is in reference to the complaint you filed with the Commission on September 5, 1979, concerning the United Mine Workers of America (UMW).

Based on your complaint, the Commission determined there was reason to believe that UMW violated section 441b(b)(3) of the Federal Election Campaign Act of 1971, as amended, and instituted an investigation of this matter. The information uncovered during this investigation led the Commission to conclude, on December , 1979, that there was no reasonable cause to believe that UMW violated the Act. It appears that the UMW's COMPAC is composed of two or more distinct funds. For purposes of your complaint there are two funds which are relevant, one voluntary and one non-voluntary. The non-voluntary fund, with which your complaint is concerned, is not used in connection with federal elections. Therefore, the Commission is without jurisdiction in this matter. Accordingly the file in this matter, numbered MUR 1025, has been closed.

If you have any questions, please contact R. Lee Andersen, the attorney assigned to this matter, at (202) 523-4035.

Sincerely,

Charles N. Steele
Acting General Counsel

FEDERAL ELECTION COMMISSION
WASHINGTON D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Harrison Combs
General Counsel
United Mine Workers' Building
900 Fifteenth Street, N.W.
Washington, D.C. 20005

RE: MUR 1025

Dear Mr. Combs:

This is to confirm our receipt of your letter dated November 26, 1979, in connection with the Commission's investigation in the captioned matter. After considering the information you provided, the Commission determined, on December , 1979, that there was no reasonable cause to believe that the United Mine Workers of America violated 2 U.S.C. §441b(b)(3) of the Federal Election Campaign Act. Accordingly the Commission has closed its file on this matter.

Should you have any questions, please contact R. Lee Andersen at (202) 523-4035.

Sincerely,

Charles N. Steele
Acting General Counsel

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United Mine Workers of America

HARRISON COMBS
GENERAL COUNSEL

TELEPHONE
AREA CODE 202 638 0530
NIGHT LINE 202 638 0768

UNITED MINE WORKERS' BUILDING
900 FIFTEENTH STREET, N W
Washington, D.C.
20005

November 26, 1979

Charles N. Steele, Esq.
Acting General Counsel
Federal Election Commission
Washington, DC 20463

Re: MUR 1025

Dear Mr. Steele:

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The UMWA, which has approximately 160,000 active members, maintains COMPAC as a department within the International Union. COMPAC administers and conducts the UMWA's political activities in regard to federal elections, as well as various other non-federal activities. In regards to electoral activities conducted by the UMWA, COMPAC maintains several segregated funds, including a voluntary fund. See Respondent Exhibit A. COMPAC's Voluntary Fund Identification Number is C00013342. There is only approximately $9000 in this account. Moneys deposited into and used by this account are raised in accordance with 2 U.S.C. §441b(b)(3). See, for instance, Respondent Exhibit B, which is a voluntary check-off card distinct from the $7.00 COMPAC assessment.

Under Article 13, Section 9(a) of the UMWA Constitution, the UMWA has a monthly dues assessment and an annual $7.00 COMPAC obligation. Respondent Exhibit C. The UMWA considers the $7.00

9 NOV 27 A9:48

COMPAC assessment to be a part of its overall periodic dues structure. See Respondent Exhibit C, the check-off card for all UMWA dues, fees and assessment.

Funds raised by the yearly $7.00 assessment, as well as the monthly dues, are internally characterized by the UMWA as "non-voluntary funds." The $7.00 COMPAC assessment is simply an attempt at budgeting by the 1976 UMWA Convention to insure that a minimum level of funding is available from dues revenue for the COMPAC Department. The $7.00 assessment funds are not deposited into the COMPAC Voluntary Account.

There is no commingling of any non-voluntary moneys, including the $7.00 assessment, with the COMPAC Voluntary Account. Furthermore, the UMWA and COMPAC do not use any involuntary funds, including the $7.00 assessment, for activities that would influence a federal election, except as permitted by 2 U.S.C. § 441b(b)(2)(A), (B) and (C) and FEC Regs. § 114.1(a)(2). See, for example, Respondent Exhibit D, regarding voter registration or get-out-the-vote drives.

The UMWA maintains that the recent National Education Association case, cited by Complainants, regarding political check-offs is inapplicable to the situation I have just described. "The essence of the illegality of the (NEA) reverse check-off procedures goes (not only) to how (but also) why the funds are collected . . ." AO 1977-37 (emphasis and parentheticals added). In FEC v. NEA, 457 F.Supp. 1102 (D.D.C. 1978) and in AO 1977-37, the NEA attempted to define and use the money raised by their various check-off mechanisms as "voluntary" money that could be utilized to make "contributions and expenditures" under 2 U.S.C. § 441b(b)(2). No such "contributions and expenditures" are made by the UMWA or COMPAC from involuntary funds, including the $7.00 assessment, but are made from the COMPAC Voluntary Account.

To invoke the Commission's jurisdiction over the legality of the $7.00 COMPAC assessment, it must not only be alleged and shown that the collection of the assessment is involuntary in nature, but that the reason for this collection and the use of these funds is to make a "contribution or expenditure" in a federal election from the UMWA involuntary funds. The complaint makes no such allegation and ignores the fact that the UMWA maintains the $7.00 assessment separately from its Voluntary Account. See Gabauer v. Woodcock, 594 F.2d 662, 673-74 (8th Cir. 1979). All federal "contributions and expenditures" are made from COMPAC voluntary funds.

For the above stated reasons, the UMWA respectfully submits that the Commission should dismiss this charge.

If we may be of any further assistance to you, please feel free to contact me or my assistant, Randall Vehar, who is assigned to this matter at (202)-638-0530.

Sincerely yours,

Harrison Combs

cc: Sam Church, Jr.
R. Lee Andersen, Esq.

Respondent Exhibit A

TO: COMPAC A/P

Date

FROM:

RE: AUTHORIZATION FOR EXPENDITURE

You are requested to make the expenditure described below. Complete backup is attached.

Payee _____ Amount _____

Address _____ Pay By _____

_____ ☐ Deliver to Payee

_____ ☐ Deliver to COMPAC

Purpose _____

_____

Expense Category

Account # _____ Description _____

Account

☐ Voluntary ☐ Non-Voluntary ☐ Spec. R & E

Comments _____

_____

_____

COMPAC VOLUNTARY CHECKOFF AUTHORIZATION

RESPONDENT EXHIBIT B

I voluntarily authorize _____ to checkoff
(Your coal company's name)
$_____ , once a month, for the COMPAC Voluntary Fund, under a plan approved by the UMWA International Executive Board.

I understand that these funds may be used for political purposes, including direct contributions to political candidates, as permitted by applicable restrictions. I further understand that I may refuse to authorize this checkoff to COMPAC without any reprisals whatsoever from either my employer or the UMWA, and may also revoke this checkoff at any time by giving written notice to my employer.

My contribution is entirely voluntary and was not obtained by physical force, job discrimination, financial reprisal, or threats of such. I also understand that my contribution is separate and distinct from my UMWA dues obligation and the COMPAC non-voluntary assessment.

CHECK NO. _____ SOCIAL SECURITY NO. _____

NAME _____ Signed _____
(please print)

ADDRESS _____ Date _____

_____

A copy of our report is filed with the Federal Election Commission and is available for purchase from the Federal Election Commission, Washington, D.C.

RESPONDENT EXHIBIT C

United Mine Workers of America

CHECKOFF AUTHORIZATION FORM

USE BALLPOINT — PRESS FIRMLY

Social Security No	Last Name	First Name	M.I.
— —			

Dist	Local	Company	Mine Name and Number

I, the undersigned, do hereby authorize and request the above named company, or its successor, on each pay day hereafter to deduct from my wages (or earnings) all the amounts of money due to the United Mine Workers of America by me as membership dues (including initiation fees and assessments), and to promptly transmit and deliver the same to its duly authorized representative. This assignment, authorization and directive shall be irrevocable for the period of one (1) year, or until the termination of said agreement, whichever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be automatically renewed and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding agreement, whichever shall be shorter, unless written notice is given by me to the Company and the Union not more than twenty (20) days or not less than ten (10) days prior to the expiration of each period of one (1) year, or of each agreement, whichever occurs sooner.

Initiation Fee Due

Signature

Date

Union Information

Local Union No.

9-13

District No.

6-8

Company Information

Company Name

Mine Name and Number

Office Use

Check One

1 ☐ I am an Active Miner

2 ☐ I am a Construction Worker

110

Check One

Key

30501 I am a new member of the U.M.W.A.

32001 I am transferring from Local

Union No District No

1-5 121-125 118-120

Member Information

Social Security No	Date of Birth	Date Hired
— —	— —	— —
14-22	104-109	111-116

Last Name	First Name	Middle Initial	Optional Sex M ☐ F ☐
23-37	38-49	50	

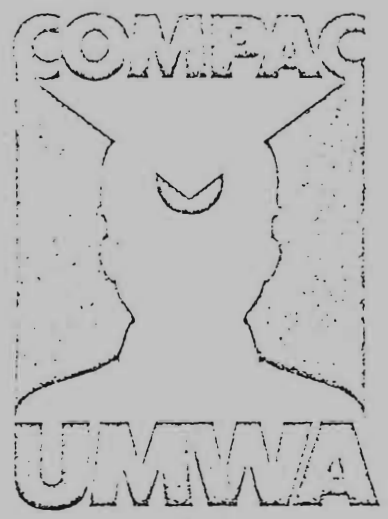
Street Rural Route Box No	Phone No ( ) -
51-75	

City	State	Zip Code
76-95	96-97	98-103

Form UMWA [illegible]

RESPONDENT EXHIBIT D

UNITED MINE WORKERS OF AMERICA POLITICAL ACTION COMMITTEE



COMPAC GUIDELINES

a. For all UMWA voter registration drives and get-out-the-vote efforts financed by non-voluntary funds, election workers shall verify on their expense vouchers that:

1. They only contacted UMWA members and their families.
2. That they provided the services offered to UMWA members and their families without regard to these people's politics.
3. If it is a non-partisan effort, then the worker shall verify on his/her expense voucher that they did not communicate in any way the UMWA's preference for a candidate or political party.

These verifications of political activity surrounding elections shall be present on each individual expense voucher before the voucher will be processed. Any list of election workers submitted for payment shall also contain the above verification for processing of payment.

b. In accordance with applicable law, non-voluntary funds may be donated, with the approval of the National Council, to civic and other nonprofit organizations which do not endorse candidates or political parties, for the purpose of conducting nonpartisan and get-out-the-vote activities aimed at the general public. These activities must be conducted by the civic or other nonprofit organizations, though such organizations may, with National Council approval, utilize the employees, members and/or facilities of the UMWA.

c. National Council shall establish procedures, if voluntary funds are utilized for partisan voter registration or get-out-the-vote efforts that are aimed at the general public.

UNITED MINE WORKERS OF AMERICA
900 FIFTEENTH STREET, N. W.
WASHINGTON, D. C. 20005

Charles N. Steele, Esq.
Acting General Counsel
Federal Election Commission
Washington, DC 20463

United Mine Workers of America

HARRISON COMBS
GENERAL COUNSEL

TELEPHONE
AREA CODE 202 638-0530
NIGHT LINE 202 638 0768

UNITED MINE WORKERS' BUILDING
900 FIFTEENTH STREET, N.W.
Washington, D.C.
20005

RECEIVED
FEDERAL ELECTION
'79 NOV 13 PM 1:55

November 9, 1979

Charles N. Steele, Esq.
Acting General Counsel
Federal Election Commission
Washington, DC 20463

Re: MUR 1025

Dear Mr. Steele:

Your letter dated November 7, 1979 to Mr. Arnold Miller, President of United Mine Workers, in regard to the complaint in the above matter has been referred to me.

Please be advised that Mr. A. Randall Vehar of my staff and myself will be representing Mr. Miller as counsel. We shall make an appropriate response to the complaint within the rules.

Sincerely yours,

Harrison Combs

Harrison Combs
General Counsel

HC:ko

cc: Arnold Miller
A. Randall Vehar

9 NOV 13 P4:43

HARRISON COMBS
UNITED MINE WORKERS OF AMERICA
900 FIFTEENTH STREET N W
WASHINGTON D C 20005

Charles N. Steele, Esq.
Acting Teneral Counsel
Federal Election Commission
Washington, DC 20463

FEDERAL ELECTION COMMISSION
WASHINGTON D.C. 20463

November 7, 1979

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Arnold Miller, President
International Union
United Mine Workers of America
900 15th Street, N.W.
Washington, D.C. 20005

Re: MUR 1025

Dear Mr. Miller:

The Federal Election Commission has received a complaint which alleges that the United Mine Workers (UMW) committed certain violations of the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint is enclosed.

We have numbered this matter MUR 1025. Please refer to this number in all future correspondence.

The Commission has reason to believe that the matters alleged in the complaint may state a violation of 2 U.S.C. §441b (b)(3)(A), which makes it unlawful for a labor organization to require contributions to a political action committee fund as a condition of membership in a labor organization.

Under the Act, UMW has the opportunity to demonstrate that no action should be taken against it. Please submit any factual or legal materials which are believed to be relevant to the Commission's analysis of this matter. In particular a description of the present system which UMW uses to solicit and collect contributions to COMPAC (including relevant forms and checklists employed) as well as an explanation of to what uses these funds are subject is essential to the Commission's full understanding of this matter.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after your receipt of this notification.

0 0 1 1 8 4 4 7 8

If you have any questions, please contact R. Lee Andersen, the attorney assigned to this matter, at (202) 523-4035.

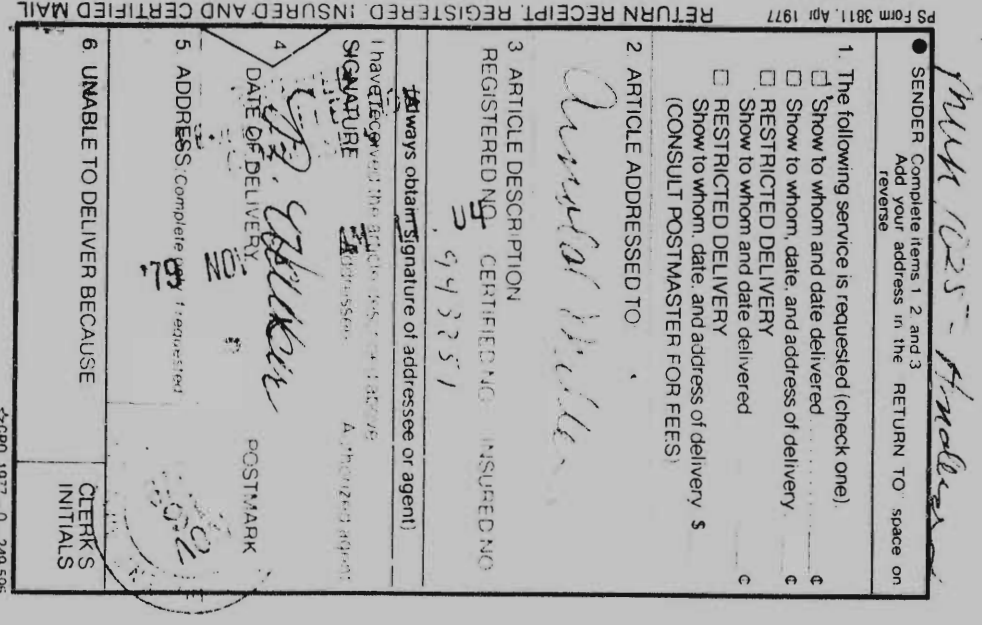
This matter will remain confidential in accordance with 2 U.S.C. Section 437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public.

If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,

Charles N. Steele
Acting General Counsel

Enclosures
Complaint



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Arnold Miller, President
International Union
United Mine Workers of America
900 15th Street, N.W.
Washington, D.C. 20005

RGT 11/2/79

Re: MUR 1025

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If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,

Charles N. Steele
Acting General Counsel

Enclosures
Complaint

11118048 1

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	
International Union, United Mine Workers of America (UMW)	)	MUR 1025
Coal Miners Political Action Committee (COMPAC)	)	

CERTIFICATION

I, Marjorie W. Emmons, Recording Secretary for the Federal Election Commission's Executive Session on November 6, 1979, do hereby certify that the Commission took the following actions in MUR 1025:

1. Failed on a vote of 3-2 to pass a motion to take the following actions:

   a) FIND REASON TO BELIEVE that UMW may have violated 2 U.S.C. §441b(b)(3)(A) by requiring that contributions to UMW's segregated fund (COMPAC) be made as a condition of complainants' membership in a labor organization.

   b) FIND REASON TO BELIEVE that UMW violated 2 U.S.C. §441b(b)(3)(C) by failing to inform complainants of their right to refuse to contribute to COMPAC without reprisal.

   Commissioners Aikens, Freidersdorf, and McGarry voted affirmatively for the motion; Commissioners Harris and Reiche dissented; Commissioner Tiernan abstained.

2. Passed by a vote of 6-0 a motion to take the following actions:

   a) FIND REASON TO BELIEVE that UMW may have violated 2 U.S.C. §441b(b)(3)(A) by requiring that contributions to UMW's segregated fund (COMPAC) be made as a condition of complainants' membership in a labor organization.

(Continued)

b) Take no action at this time with respect to the allegation that UMW violated 2 U.S.C. §441b(b)(3)(C) by failing to inform complainants of their right to refuse to contribute to COMPAC without reprisal.

c) Send the letter attached to the General Counsel's First Report in this matter.

Attest:

11/6/79
Date

Marjorie W. Emmons
Marjorie W. Emmons
Secretary to the Commission

FEDERAL ELECTION COMMISSION
WASHINGTON D.C. 20463

MEMORANDUM TO: CHARLES STEELE MWE

FROM: MARJORIE W. EMMONS/MARGARET CHANEY mc

DATE: OCTOBER 31, 1979

SUBJECT: MUR 1025 - First General Counsel's Report undated; Received in OCS 10-26-79, 4:19

The above-named document was circulated on a 48 hour vote basis at 11:00, October 29, 1979.

Commissioner Friedersdorf submitted an objection at 10:27, October 31, 1979. Commissioner Friedersdorf is agreeable to placing MUR 1025 on the Executive Session of November 6 since the meeting of November 1 is a combined open-closed day and already lengthy.

Please advise this office if this is not suitable.

October 26, 1979

MEMORANDUM TO: Marge Emmons

FROM: Jane Colgrove

SUBJECT: MUR 1025

Please have the attached First General Counsel's Report on MUR 1025 distributed to the Commission on a 48 hour tally basis.

Thank you.

FEDERAL ELECTION COMMISSION
1325 K Street, N.W.
Washington, D.C. 20463

FIRST GENERAL COUNSEL'S REPORT

DATE AND TIME OF TRANSMITTAL
BY OGC TO THE COMMISSION_____

MUR NO. 1025
DATE COMPLAINT RECEIVED
BY OGC_____
STAFF
MEMBER Lee Andersen

COMPLAINANT'S NAME: Snyder, Neumeister, Jefferson, Bickowski, Snyder, and Stevens

RESPONDENT'S NAME: International Union, United Mine Workers of America (UMW) and Coal Miners Political Action Committee (COMPAC)

RELEVANT STATUTE: 2 U.S.C. § 441b(b)(3)(A) and (C)
11 C.F.R. § 114.5(a)(1)

INTERNAL REPORTS CHECKED: COMPAC

FEDERAL AGENCIES CHECKED: None

SUMMARY OF ALLEGATIONS

On September 5, 1979, the Commission received a complaint (see Exhibit A) from Robert T. Snyder, Marlin Neumeister, John J. Jefferson, William L. Bickowski, Paul Snyder, and Daniel Stevens who are members of respondent labor union, International Union, United Mine Workers of America (hereinafter UMW). Complainants allege that respondents have established a reverse check-off system for assessing payment to UMW's political action committee (hereinafter COMPAC) requiring this payment as a condition of employment and have failed to inform complainants of their right to refuse to contribute to COMPAC without any reprisal in violation of 2 U.S.C. §441b(b)(3)(A) and (C) respectively.

Complainants also allege that they have been denied the right to refuse to contribute to COMPAC in violation of their rights of freedom of speech and freedom of association under the First Amendment to the United States Constitution.

ANALYSIS

2 U.S.C. § 441b(b)(3)(A) prohibits separate, segregated funds from making contributions or expenditures secured by dues, fees or other monies which are required as a condition of membership in a

labor organization or as a condition of employment. Even where these monies are refundable upon request by the employee, such contributions constitute an illegal condition of membership or employment under Commission Regulation 11 C.F.R. §114.5(a)(1).

The complaint alleges that the collective bargaining contract negotiated by UMW and the Mining Companies, applicable to all coal miners employed by the Mining Companies, including complaints, requires membership in the UMW as a condition of complainants' employment. (See attached complaint, Exhibit A). Article 15(1) of the contract provides for checkoff of certain union dues and fees using the following language:

> (1) The membership dues, including fees, and assessments of the United Mine Workers of America and its various subdivisions, credit union and other voluntary deductions, and Union-sponsored group auto insurance, as authorized and approved by the International Union, United Mine Workers of America, shall be checked off the wages of the Miners by the Employers covered by this contract and shall be remitted by the Employers to the properly designated officers of the Union for distribution to its various branches. Such remittances shall be accompanied by an itemized statement showing the name of each Miner, his Social Security number, and the amount checked off for dues, initiation fees, and assessments together with a list of Miners from whom dues, initiation fees and assessments have not been collected.

And Article 13, Section 9(a), of the UMW constitution adopted and approved in 1976 requires payment of $7.00 per year COMPAC assessment using the following language:

> (a) The International Union shall assess each working member $7.00 per year to carry out the objectives of COMPAC. This assessment shall be payable in one installment. Moneys collected shall be segregated according to applicable state and federal law where necessary.

The complaint is specific in alleging that this COMPAC assessment constitutes a reverse checkoff, citing Federal Election Commission v. National Education Association, 457 F. Supp. 1102 (D.D.C. 1978) in support. However, as can be seen from the above quoted passages of the UMW collective bargaining agreement and constitution, it is unclear when and in what manner the COMPAC assessment is actually made. For example, Article 15 of the collective bargaining agreement speaks of "membership dues, including fees and assessments" being checked off the employees wages, at the time of application for membership. The COMPAC assessment may be one of the assessments to which this language refers. But since Article 13, Section 9 of the UMW constitution speaks in terms of a COMPAC assessment which is specifically payable, it may be that the COMPAC assessment is not one of the assessments covered by Article 15 checkoff. Thus, there may be an assignment or a cash payment of the COMPAC assessment separate from the checkoff authorized by individuals at the time of membership. Furthermore, since Article 13, Section 9 provides for segregation of the COMPAC fund "according to applicable

state and federal law, it will have to be established that the assessment with which the complainants find fault is for an account which makes expenditures in connection with a federal election. This must be established before the manner of collecting the assessment is at issue under the FECA.

The above considerations indicate that although the complainants have brought before the Commission a possible violation of 2 U.S.C. §441b(b)(3)(A), they may have misconstrued the nature of the violation. The complaint, however, is sufficient to warrant an investigation. For this reason, the Office of the General Counsel is recommending a finding of reason to believe that a violation has occurred. Because of the confusion in the complaint as to how the COMPAC assessment actually operates, we are seeking through the notification letter to obtain information about the system to enable us to evaluate the complaint on the legal issues.

Complainants allege that provisions of the UMW constitution fail to inform employees of their right to refuse to contribute to COMPAC without reprisal in violation of 2 U.S.C. §441b(b)(3)(C). Whether or not employees are informed of this right to refuse to contribute at the time of their solicitation depends upon the manner in which the UMW solicitation system operates, not necessarily upon the particular language of the UMW constitution. Therefore, the Office of the General Counsel recommends that at this time the Commission make no finding with respect to a violation of 2 U.S.C. §441b(b)(3)(C). If the Commission finds reason to believe that UMW has violated 2 U.S.C. §441b(b)(3)(A), the Office of the General Counsel will examine the UMW's response to this finding to determine whether the complainants were properly informed of their right to refuse to contribute to COMPAC. If the complainants were not so informed, the Commission can revisit the allegations and decide whether there is reasonable cause to believe that UMW is in violation of 2 U.S.C. §441b(b)(3)(C).

Complainants also assert a First Amendment violation flowing from UMW's "reverse checkoff" system which denies members the right to refuse to contribute to COMPAC. 2 U.S.C. §441b(b)(3)(A) is in effect a codification of First Amendment protection as its applies to members of a labor organization. Therefore, the Commission's action on the primary complaint stated above will encompass this constitutional objection as well.

RECOMMENDATION

1. Find reason to believe that UMW may have violated 2 U.S.C. §441b(b)(3)(A) by requiring that contributions to UMW's segregated fund (COMPAC) be made as a condition of complainants' membership in a labor organization.

2. Take no action at this time with respect to the allegation that UMW violated 2 U.S.C. §441b(b)(3)(C) by failing to inform complainants of their right to refuse to contribute to COMPAC without reprisal.

3. Send attached letter.

Attachments

Original complaint
Letter to respondent

0 0 1 0 1 8 0 4 8 0

and construction work, as defined herein, will be conducted in accordance with the provisions of this Article.

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

(3) A classified Employee covered by this Agreement shall be referred to as a Miner.

Section (b) Union Recognition and Security

The United Mine Workers of America is recognized as the exclusive bargaining agent of Miners covered by this Agreement. All Miners covered by this Agreement shall be members of the United Mine Workers of America to the extent and in the manner permitted by law.

Section (c) Exemptions

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

Section (d) Management of Mines

Nothing in this Agreement shall be construed as changing rules or practices of the industry as to management or as intruding on the rights of management as heretofore practiced and understood.

Section (e) Supervisors Shall Not Perform Classified Work

Supervisory personnel 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 Miners. When a dispute arises under this Section, it shall be resolved through the grievance machinery, and in such proceedings the burden shall be on the Employer to prove that classified work has not been performed by supervisory personnel.

Section (f) Union Rights

As an aid to enforcement of contract provisions, it is agreed and understood that each Operator signatory hereto shall up on request make available to a duly authorized representative of the District or International President of the United Mine Workers of America, time sheets and records of wage rate payments, federal and state employment and Social Security records, changes in wage rates, current and new job classifications, as well as all other data related to wages, hours and working conditions.

Section (g) Application of Contract to Coal Lands

(1) The Operators agree that this Agreement covers the operation of all of the coal lands owned or held under lease by them, or any of them, or by any subsidiary or affiliate at the date of this Agreement or acquired during its term, which may hereafter (during the term of this Agreement) be put into

MUR 1025 8 0 4 9 ~~[illegible]~~ 3978

FEDERAL ELECTION COMMISSION

'J SEP 3 PM 2 33

COMPLAINT

1. Complainants:

Robert T. Snyder
89 E. Main Big Mine Run
Ashland, PA 17921
(717) 875-2589

Daniel Stevens
5 Vulcan
Mahanoy City, PA 17948
(717) 773-3976

Marlin Neumeister
1009 Market Street
Ashland, PA 17921
(717) 875-4636

John J. Jefferson
P. O. Box 2010
Peach Mountain
Pottsville, PA 17901
(717) 622-6881

William L. Bickowski
2 Bowmans
Mahanoy City, PA 17948
(717) 773-3425

Paul Snyder
Locust Gap, PA 17840
(717) 339-0366

2. Respondents:

International Union
United Mine Workers of America
900 15th Street, N.W.
Washington, D. C. 20005

District 25
United Mine Workers of America
244 W. Broad Street
Hazelton, PA 18201

Local 1510
United Mine Workers of America

Local 1781
United Mine Workers of America

3. Charge:

Pursuant to the Federal Election Campaign Act (hereinafter "the Act") of 1971, as amended, 2 U.S.C. § 437g(a)(1), the undersigned hereby charge that the above-named respondents have

engaged in and are engaging in violations of §§ 441b(b)(3)(A) and (C) of said Act, in that respondents are requiring complainants to pay monies to a separate segregated fund within the meaning of § 441b(b)(2) as a condition of employment and in that respondents in demanding such payments have failed to inform complainants of their right to refuse to pay such monies without reprisal.

The complainants are coal miners employed by Paggnotti Enterprises, Pittston, Pennsylvania; Jeddo Holland Coal Company, Pittston, Pennsylvania; and Kerris and Helfrick, Mount Carmel, Pennsylvania (hereinafter the "Mining Companies"). Complainants are members of the International Union, United Mine Workers of American, District 25, United Mine Workers of America, and Local 1510, United Mine Workers of America, excepting for complainant Paul Snyder, who is a member of the International, District 25, and Local 1781, United Mine Workers of America.

The respondents are labor organizations within the meaning of § 441b(b)(1) of the Act. Respondent International Union, United Mine Workers of America (hereinafter "International") is recognized by complainants' employers as the exclusive bargaining representative for all coal miners employed by the Mining Companies, including complainants. The International has established and administers a separate segregated fund which is utilized for political purposes by the International within the meaning of §441b(b)(2) of the Act. Said separate segregated fund is known as Coal Miners Political Action Committee (hereinafter "COMPAC"). COMPAC's Federal Election Commission Identification Number is C0013342.

Respondent District No. 25, United Mine Workers of America (hereinafter "District 25") is a subordinate and intermediate body of the International, composed of all members of the International who are anthracite coal miners in Eastern Pennsylvania. District 25 acts as an agent for the International in collecting contributions to COMPAC.

Respondents Local No. 1510 and Local No. 1781, United Mine Workers of America, are subordinate bodies of the International

and of District 25. Respondent Locals 1510 and 1781 act as agents for District 25 and the International in collecting contributions to COMPAC.

The International and the Mining Companies negotiated in 1978 a collective bargaining contract, effective May 1, 1978, through May 1, 1981, applicable to all coal miners employed by the Mining Companies, including complainants. Section (b) of Article II of said agreement, "Union Recognition and Security," (a copy of which is attached hereto as Exhibit A) provides:

> The United Mine Workers of America is recognized as the exclusive bargaining agent of Miners covered by this Agreement. All Miners covered by this Agreement shall be members of the United Mine Workers of America to the extent and in the manner permitted by law.

Thus membership in the International is a condition of complainants' employment. Article 15 of said agreement, "Checkoff", (a copy of which is attached hereto as Exhibit B) provides in part:

> (1) The membership dues, including fees, and assessments of the United Mine Workers of America and its various subdivisions, credit union and other voluntary deductions, and Union-sponsored group auto insurance, as authorized and approved by the International Union, United Mine Workers of America, shall be checked off the wages of the Miners by the Employers covered by this contract and shall be remitted by the Employers to the properly designated officers of the Union for distribution to its various branches.

In 1976, the International, at its International Convention, adopted and approved the Constitution of the International Union, United Mine Workers of America. Said Constitution became effective October 2, 1976. Section 9 of Article 13 of said Constitution (a copy of which is attached as Exhibit C) provides in part:

> (a) The International Union shall assess each working member $7.00 per year to carry out the objectives of COMPAC. This assessment shall be payable in one installment. Moneys collected shall be segregated according to applicable state and federal law where necessary.

Thus, a condition of membership in the International is payment of the $7.00 COMPAC assessment.

On or about November 3, 1977, complainant-members of

Local 1510 notified their employer, by letter (a copy of which is attached hereto as Exhibit D) of their objection to the COMPAC assessment and requested that the assessment not be deducted from their paychecks. A copy of said letter was sent to the International. Complainants' request was not honored. On or about November 25, 1977, the $7.00 COMPAC assessment was deducted from the paychecks of complainants who are members of Local 1510. On or about November 26, 1978, the same amount was again deducted for COMPAC from said complainants' paychecks. On or about December 8, 1978, the $7.00 COMPAC assessment was deducted from the paycheck of the complainant who is a member of Local 1781.

Complainants believe that the above quoted provisions of the collective bargaining agreement and the International Constitution violate §§ 441b(b)(3)(A) and (C) of the Act because the $7.00 COMPAC assessment is required as a condition of complainants' employment and because said provisions fail to inform complainants of their right to refuse to contribute to COMPAC without any reprisal. While said COMPAC assessment may be refundable under the provisions of Article 13, § 9(b) of the UMW Constitution, such refund is available only upon request once the assessment has been made and such request must be made annually. Complainants believe that the UMW COMPAC assessment mechanism constitutes a "reverse checkoff" and is per se violative of § 441b(b)(3)(A) under 11 C.F.R. § 114.5(a)(1) (1977) and FEC v. NEA, 457 F. Supp. 1102 (D.D.C. 1978). Further, complainants believe that they have been denied the right to refuse to contribute to COMPAC in violation of their First Amendment rights of freedom of speech and freedom of association.

Wherefore, the undersigned hereby request that the Federal Election Commission undertake an investigation of the matters described in this complaint and take all appropriate action necessary to assure that respondents will cease and desist from violating the Federal Election Campaign Act of 1971, as amended.

4. Disclaimer:

Complainants are not candidates as defined by the Act and are not filing this complaint on behalf of or at the request or suggestion of any candidate.

WE DECLARE that we have read the above complaint and that the statements therein are true to the best of our knowledge and belief.

Robert T. Snyder

Marlin Neumeister

John J. Jefferson

William L. Bickowski

Daniel Stevens

Paul Snyder

Subscribed and sworn to before me
this ___ day of _____, 1979.

NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC
LOCUST GAP, NORTHUMBERLAND CO., PA.
My Commission Expires 12-7-81

NOTICE OF DESIGNATION OF ATTORNEY
AS AGENT FOR SERVICE OF DOCUMENTS

TO: General Counsel
Federal Election Commission

We, the undersigned complainants, hereby designate our attorney, whose name and address appear below and who has entered an appearance on our behalf in this proceeding, as our agent to receive exclusive service of all documents and written communications relating to this complaint, including notification of the respondents, reply by respondents, conciliation attempts and agreements, subpoenas and notices of depositions, hearing notices, motions, and determinations that a violation has occurred, and authorize the Commission to serve all such documents only on said attorney. This designation shall remain valid until a written revocation of it signed by us is filed with the Commission.

ROBERT T. SNYDER

MARLIN NEUMEISTER

DANIEL STEVENS

JOHN J. JEFFERSON

WILLIAM L. BICKOWSKI

PAUL SNYDER

DATED: August 30, 1979

Designated Attorney:

Raymond J. LaJeunesse, Jr.
National Right to Work Legal
Defense Foundation, Inc.
8316 Arlington Boulevard
Suite 600
Fairfax, Virginia 22038
Telephone: (703) 573-7010

NOTICE OF APPEARANCE

TO: General Counsel
Federal Election Commission

The undersigned hereby enters his appearance as attorney for Robert T. Snyder, Marlin Neumeister, John J. Jefferson, William L. Rickowski, Paul Snyder, and Daniel Stevens, the complainants, in the foregoing matter.

Raymond J. LaJeunesse, Jr.

Raymond J. LaJeunesse, Jr.
National Right to Work Legal Defense
Foundation, Inc.
8316 Arlington Boulevard, Suite 600
Fairfax, Virginia 22038
Telephone: (703) 573-7010

DATED: September 4, 1979

ceive as compensation for the vacation period the following amounts: In the first year of this Agreement $400; in the second year of this Agreement $425; beyond the second year of this Agreement $450. Where a Miner has not worked in all of the semimonthly periods for any cause, compensation payable to him shall be a pro rata share of the vacation payment based on the number of pay periods actually worked for his Employer in said year; provided, however, that time lost by a Miner because of injuries incurred on the premises of the mine or other facility and reported to the Employer in conformity with the Workmen's Compensation and Occupational Disease laws of the Commonwealth of Pennsylvania shall be construed as time worked in determining his vacation pay but not in excess of 24 pay periods in the aggregate.

Section (2) Time of Payment

(1) The vacation payment shall be made by separate check on the last payday immediately preceding the beginning of the vacation period. If the Employer elects to shorten his mine, a Miner taking his individual vacation between January and July is entitled to his vacation payment immediately preceding the beginning of his respective vacation. If the Miner takes his individual vacation after the regular June-July vacation period, he is entitled to receive his payment on the last payday before the June vacation period.

(2) Miners who have accrued vacation compensation and who are discharged, laid off, or permanently leave their employment shall receive their va-

cation payments immediately instead of waiting until the close of the vacation period designated in the Agreement.

(3) In the event any Employer should sell, lease, transfer, assign or otherwise dispose of his mine, so as to terminate the employment relationship between that Employer and the Miners employed by him, he shall pay to each Miner his pro rata share of vacation payment with his last paycheck.

Article 14—BEREAVEMENT PAY

When a death occurs in a Miner's immediate family (spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother or sister, step-father, step-mother, grandfather, grandmother, and grandchildren), a Miner upon request will be excused for up to two days, the second of which shall be the day of the funeral. The Miner shall receive pay at his regular rate provided it is established that he attended the funeral.

Article 15—CHECKOFF

(1) The membership dues, including fees, and assessments of the United Mine Workers of America and its various subdivisions, credit union and other voluntary deductions, and Union-sponsored group auto insurance, as authorized and approved by the International Union, United Mine Workers of America, shall be checked off the wages of the Miners by the Employers covered by this contract and shall be remitted by the Employers to the properly designated officers of the Union for distribution to its various branches. Such remit-

EXHIBIT B

tances shall be accompanied by an itemized statement showing the name of each Miner, his Social Security number, and the amount checked off for dues, initiation fees, and assessments together with a list of Miners from whom dues, initiation fees and assessments have not been collected.

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

Article 16—TRAINING

Section (a) Priority

The parties agree that the establishment of effective training programs for Miners is essential to safe and efficient production of coal.

Section (b) Orientation for New Miners

(1) Orientation programs for new Miners, regardless of prior experience, shall be put into effect for each mine or

other facility covered by this Agreement within six months of its effective date. Each program shall be developed by the Employer and shall emphasize health and safety with particular emphasis on local conditions and associated hazards.

(2) An orientation program for Miners shall include at least the following elements:

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

(b) Description of the line of supervisory authority and responsibilities and the authority and responsibilities of the Mine Health and Safety Committee.

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

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

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

(f) Instruction in the recognition of electrical hazards.

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

(h) General instruction in the prevention of accidents.

[illegible] shall fill out and forward to the International and District Secretaries on or before the 15th of each month a report of all members in good standing in the Union during the previous month, together with all [illegible] and assessments due the International and District organizations for the previous month.

SECTION [illegible] shall it be proven that any Local Union Secretary has failed to report promptly the full membership of the Local to the International and District Secretaries and that the full amount of per capita tax on the same number of members that have paid dues to the Local Union, together with the full amount of assessment due the International and District Unions, the Local Union shall be suspended from all privileges and benefits until the deficiency is made good, and the officer responsible for such failure shall not be allowed to assume and retain office in the Union for a period of two years.

SECTION [illegible] The International Union shall be assessed a trade increment (TI) reserve to carry out the objectives of COMPAC. This assessment shall be payable in one installment. Moneys collected shall be segregated according to applicable state and federal laws where necessary.

[illegible] Any member shall have the right to appeal [illegible] dues money being expended for activities or causes primarily political in nature. Objections must be made to the International Secretary-Treasurer by registered or certified mail and shall be [illegible] following twelve months [illegible] that period

the International Secretary-Treasurer shall remit to the objecting member that portion of his dues which has been spent for such purposes as determined by the International Executive Board.

SECTION 10. Any member becoming four months in arrears for dues or assessments shall forfeit his membership and shall not be reinstated in good standing except upon such terms as the International Executive Board shall prescribe: provided, however, that a member who has signed a dues check-off authorization shall not be considered in arrears of dues because of the failure of the employer to check off and pay the dues until he has been notified by the International Secretary-Treasurer of the employer's failure.

ARTICLE 14

FINANCES

SECTION 1. All money and property belonging to the International Union or any District or Local Union shall be held and used solely for the benefit of the Union and its members. No contracts or expenditures of Union funds shall be made which will result in the personal profit or advantage of any officer or employee of the Union.

SECTION 2. Union funds belonging to the International Union, or any District or Local Union, except so much as may be necessary to pay current expenses, shall be prudently invested in interest-bearing ac-

EXHIBIT C

James Tedesco Pres.
Jedds Highland Coal Co.
600 Duquesne Ave.
Upper Pittsburgh Pa.

Dec. 5, 1977

Dear Mr. Tedesco

We the undersigned are employed by the Jedds Highland Coal Co. at the Robinson Job in Monongahela City.

On Dec. 26,1977 an article appeared in our local newspaper informing us that Arnold Miller President of the U.M.W.A. has seen fit to order a 7.50 assessment for COPE who paid heavily in November.

We disagree of this assessment. We feel its forced politics and from what we learn this other assess is illegal.

We therefore forbid the above named company to deduct the 7.50 assessment from our paychecks.

None of us have been ever signed a checkoff, and if the company does make this assessment off our checks, we feel strongly enough about it that legal help will be sought.

Respectfully Yours,

Mem # 952
Robert L. Bragg #44
John James Jeffries

Mem #
7239
[illegible] #447
William L. Butkowski #7344
[illegible] #61
[illegible] #7345
[illegible] #1645
[illegible] #9
[illegible] #14
Frederick D. Kim #7346

EXHIBIT D

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Arnold Miller, President
International Union
United Mine Workers of America
900 15th Street, N.W.
Washington, D.C. 20005

Re: MUR 1025

Dear Mr. Miller:

The Federal Election Commission has received a complaint which alleges that the United Mine Workers (UMW) committed certain violations of the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint is enclosed.

We have numbered this matter MUR 1025. Please refer to this number in all future correspondence.

The Commission has reason to believe that the matters alleged in the complaint may state a violation of 2 U.S.C. §441b (b)(3)(A), which makes it unlawful for a labor organization to require contributions to a political action committee fund as a condition of membership in a labor organization.

Under the Act, UMW has the opportunity to demonstrate that no action should be taken against it. Please submit any factual or legal materials which are believed to be relevant to the Commission's analysis of this matter. In particular a description of the present system which UMW uses to solicit and collect contributions to COMPAC (including relevant forms and checklists employed) as well as an explanation of to what uses these funds are subject is essential to the Commission's full understanding of this matter.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after your receipt of this notification.

If you have any questions, please contact R. Lee Andersen, the attorney assigned to this matter, at (202) 523-4060.

This matter will remain confidential in accordance with 2 U.S.C. Section 437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public.

If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

Complaint

September 28, 1979

MEMORANDUM TO: Marge Emmons

FROM: Elissa T. Garr

SUBJECT: MUR 1025

Please have the attached First GC Report on MUR 1025 distributed to the Commission on a 48 hour tally basis.

Thank you.

0 5 1 3 1 0

FEDERAL ELECTION COMMISSION
1325 K Street, N.W.
Washington, D.C. 20463

FIRST GENERAL COUNSEL'S REPORT

DATE AND TIME OF TRANSMITTAL
BY OGC TO THE COMMISSION 9-28-79

MUR NO. 1025
DATE COMPLAINT RECEIVED
BY OGC 9-6-79
STAFF
MEMBER Lee Andersen

COMPLAINANT'S NAME: Snyder, Neumeister, Jefferson, Bickowski, Snyder, and Stevens

RESPONDENT'S NAME: International Union, United Mine Workers of America (UMW) and Coal Miners Political Action Committee (COMPAC)

RELEVANT STATUTE: 2 U.S.C. § 441b(b)(3)(A) and (C)
11 C.F.R. § 114.5(a)(1)

INTERNAL REPORTS CHECKED: COMPAC

FEDERAL AGENCIES CHECKED: None

SUMMARY OF ALLEGATIONS

On September 5, 1979, the Commission received a complaint (see Exhibit A) from Robert T. Snyder, Marlin Neumeister, John J. Jefferson, William L. Bickowski, Paul Snyder, and Daniel Stevens who are members of respondent labor union, International Union, United Mine Workers of America (hereinafter UMW). Complainants allege that respondents have established a reverse check-off system for assessing payment to UMW's political action committee (hereinafter COMPAC) requiring this payment as a condition of employment, in violation of 2 U.S.C. §441b(a)(5)(A).

Complainants also allege that they have been denied the right to refuse to contribute to COMPAC in violation of their rights of freedom of speech and freedom of association under the First Amendment to the United States Constitution.

ANALYSIS

2 U.S.C. § 441b(b)(3)(A) prohibits separate, segregated funds from making contributions or expenditures secured by dues, fees or other monies which are required as a condition of memberhship in a labor organization or as a condition of employment. Even where these monies are refundable upon request by the employee, such contributions constitute an illegal condition of membership or employment under

Commission Regulation 11 C.F.R. § 114.5(a)(1). Respondents' collective bargaining contract effective May 1, 1978, through May 1, 1981, Article II Section b, requires membership in the UMW as a condition of complainants' employment. (See attached complaint). Article 15 of that agreement further provides for the automatic assessment of certain dues and fees which are then transferred to the UMW for distribution to various branches of the union.

In 1976 the UMW adopted and approved its present constitution which became effective October 2, 1976. Section 9 of Article 13 of that constitution requires automatic payment of $7.00 per year COMPAC assessment to be paid in one installment. Refunds from COMPAC must be requested by objecting to the UMW Secretary-Treasurer by registered or certified mail and are available only after the assessment has been made.

The respondents' assessment procedure constitutes a "reverse checkoff" which is a violation of 2 U.S.C. § 441b(b)(3)(A) as interpreted by Federal Election Commission v. National Education Association, 457 F. Supp. 1102 (D.D.C. 1978). In the NEA case a teachers' union employed a system for automatically collecting contributions for the union's political action committee (NEA-PAC) which was basically identical to the system employed in the present matter by the UMW. In order to avoid contributing to the NEA-PAC, a union member was required to submit a written request for refund of the amount paid. The UMW employs the same procedure. The court found that this system effectively deprived the union members of "knowing free choice" in donating to NEA-PAC in violation of 2 U.S.C. § 441b(b)(3)(A). In the present matter, UMW has even failed to follow its own constitutional provisions by ignoring the complainants' requests for refund of their assessments. This could have the effect of further inhibiting its employees "knowing free choice". (See attached letters).

2 U.S.C. § 441b(b)(3)(C) prohibits failure to inform employees solicited for contributions to a segregated fund of their right to refuse to so contribute without any reprisal. UMW's constitution Section 9 of Article 13 (see attachment), does not inform employees of this right to refuse to contribute to COMPAC and constitutes a violation of 2 U.S.C. § 441b(b)(3)(C).

Complainants also assert a First Amendment violation flowing from UMW's "reverse checkoff" system which denies members the right to refuse to contribute to COMPAC. 2 U.S.C. § 441b(b)(3)(A) is in effect a codification of First Amendment protection as its applies to members of a labor organization. Therefore, the Commission's action on the primary complaint stated above will encompass this constitutional objection as well.

RECOMMENDATION

1. Find reason to believe that UMW may have violated 2 U.S.C. § 441b(b)(3)(A) and (C) by employing a "reverse checkoff" system and failing to inform complainants of their right to refuse to contribute to COMPAC without reprisal.

2. Send the attached letters and questions.

Attachments
- Original complaint
- Letters to respondent
- Questions

EXHIBIT A

MUR 1025

3978

GCC# 11025

FEDERAL ELECTION COMMISSION

'93 SEP 3 AM 2:38

COMPLAINT

1. Complainants:

Robert T. Snyder
89 E. Main Big Mine Run
Ashland, PA 17921
(717) 875-2589

Daniel Stevens
5 Vulcan
Mahanoy City, PA 17948
(717) 773-3976

Marlin Neumeister
1009 Market Street
Ashland, PA 17921
(717) 875-4636

John J. Jefferson
P. O. Box 2010
Peach Mountain
Pottsville, PA 17901
(717) 622-6881

William L. Bickowski
2 Bowmans
Mahanoy City, PA 17948
(717) 773-3425

Paul Snyder
Locust Gap, PA 17840
(717) 339-0366

2. Respondents:

International Union
United Mine Workers of America
900 15th Street, N.W.
Washington, D. C. 20005

District 25
United Mine Workers of America
244 W. Broad Street
Hazelton, PA 18201

Local 1510
United Mine Workers of America

Local 1781
United Mine Workers of America

3. Charge:

Pursuant to the Federal Election Campaign Act (hereinafter "the Act") of 1971, as amended, 2 U.S.C. § 437g(a)(1), the undersigned hereby charge that the above-named respondents have

engaged in and are engaging in violations of §§ 441b(b)(3)(A) and (C) of said Act, in that respondents are requiring complainants to pay monies to a separate segregated fund within the meaning of § 441b(b)(2) as a condition of employment and in that respondents in demanding such payments have failed to inform complainants of their right to refuse to pay such monies without reprisal.

The complainants are coal miners employed by Paggnotti Enterprises, Pittston, Pennsylvania; Jeddo Holland Coal Company, Pittston, Pennsylvania; and Kerris and Helfrick, Mount Carmel, Pennsylvania (hereinafter the "Mining Companies"). Complainants are members of the International Union, United Mine Workers of American, District 25, United Mine Workers of America, and Local 1510, United Mine Workers of America, excepting for complainant Paul Snyder, who is a member of the International, District 25, and Local 1781, United Mine Workers of America.

The respondents are labor organizations within the meaning of § 441b(b)(1) of the Act. Respondent International Union, United Mine Workers of America (hereinafter "International") is recognized by complainants' employers as the exclusive bargaining representative for all coal miners employed by the Mining Companies, including complainants. The International has established and administers a separate segregated fund which is utilized for political purposes by the International within the meaning of $441b(b)(2) of the Act. Said separate segregated fund is known as Coal Miners Political Action Committee (hereinafter "COMPAC"). COMPAC's Federal Election Commission Identification Number is C0013342.

Respondent District No. 25, United Mine Workers of America (hereinafter "District 25") is a subordinate and intermediate body of the International, composed of all members of the International who are anthracite coal miners in Eastern Pennsylvania. District 25 acts as an agent for the International in collecting contributions to COMPAC.

Respondents Local No. 1510 and Local No. 1781, United Mine Workers of America, are subordinate bodies of the International

and of District 25. Respondent Locals 1510 and 1781 act as agents for District 25 and the International in collecting contributions to COMPAC.

The International and the Mining Companies negotiated in 1978 a collective bargaining contract, effective May 1, 1978, through May 1, 1981, applicable to all coal miners employed by the Mining Companies, including complainants. Section (b) of Article II of said agreement, "Union Recognition and Security," (a copy of which is attached hereto as Exhibit A) provides:

> The United Mine Workers of America is recognized as the exclusive bargaining agent of Miners covered by this Agreement. All Miners covered by this Agreement shall be members of the United Mine Workers of America to the extent and in the manner permitted by law.

Thus membership in the International is a condition of complainants' employment. Article 15 of said agreement, "Checkoff", (a copy of which is attached hereto as Exhibit B) provides in part:

> (1) The membership dues, including fees, and assessments of the United Mine Workers of America and its various subdivisions, credit union and other voluntary deductions, and Union-sponsored group auto insurance, as authorized and approved by the International Union, United Mine Workers of America, shall be checked off the wages of the Miners by the Employers covered by this contract and shall be remitted by the Employers to the properly designated officers of the Union for distribution to its various branches.

In 1976, the International, at its International Convention, adopted and approved the Constitution of the International Union, United Mine Workers of America. Said Constitution became effective October 2, 1976. Section 9 of Article 13 of said Constitution (a copy of which is attached as Exhibit C) provides in part:

> (a) The International Union shall assess each working member $7.00 per year to carry out the objectives of COMPAC. This assessment shall be payable in one installment. Moneys collected shall be segregated according to applicable state and federal law where necessary.

Thus, a condition of membership in the International is payment of the $7.00 COMPAC assessment.

On or about November 3, 1977, complainant-members of

Local 1510 notified their employer, by letter (a copy of which is attached hereto as Exhibit D) of their objection to the COMPAC assessment and requested that the assessment not be deducted from their paychecks. A copy of said letter was sent to the International. Complainants' request was not honored. On or about November 25, 1977, the $7.00 COMPAC assessment was deducted from the paychecks of complainants who are members of Local 1510. On or about November 26, 1978, the same amount was again deducted for COMPAC from said complainants' paychecks. On or about December 8, 1978, the $7.00 COMPAC assessment was deducted from the paycheck of the complainant who is a member of Local 1781.

Complainants believe that the above quoted provisions of the collective bargaining agreement and the International Constitution violate §§ 441b(b)(3)(A) and (C) of the Act because the $7.00 COMPAC assessment is required as a condition of complainants' employment and because said provisions fail to inform complainants of their right to refuse to contribute to COMPAC without any reprisal. While said COMPAC assessment may be refundable under the provisions of Article 13, § 9(b) of the UMW Constitution, such refund is available only upon request once the assessment has been made and such request must be made annually. Complainants believe that the UMW COMPAC assessment mechanism constitutes a "reverse checkoff" and is per se violative of § 441b(b)(3)(A) under 11 C.F.R. § 114.5(a)(1) (1977) and FEC v. NEA, 457 F. Supp. 1102 (D.D.C. 1978). Further, complainants believe that they have been denied the right to refuse to contribute to COMPAC in violation of their First Amendment rights of freedom of speech and freedom of association.

Wherefore, the undersigned hereby request that the Federal Election Commission undertake an investigation of the matters described in this complaint and take all appropriate action necessary to assure that respondents will cease and desist from violating the Federal Election Campaign Act of 1971, as amended.

4. Disclaimer:

Complainants are not candidates as defined by the Act and are not filing this complaint on behalf of or at the request or suggestion of any candidate.

WE DECLARE that we have read the above complaint and that the statements therein are true to the best of our knowledge and belief.

Robert T. Snyder
Robert T. Snyder

Marlin Neumeister
Marlin Neumeister

John J. Jefferson
John J. Jefferson

William L. Bickowski
William L. Bickowski

Daniel Stevens
Daniel Stevens

Paul Snyder
Paul Snyder

Subscribed and sworn to before me
this 30 day of August, 1979.

Patricia A. Snyder
NOTARY PUBLIC

My Commission Expires:
NOTARY PUBLIC
LOCUST GAP, NORTHUMBERLAND CO., PA.
My Commission Expires 12-7-81

NOTICE OF DESIGNATION OF ATTORNEY
AS AGENT FOR SERVICE OF DOCUMENTS

TO: General Counsel
Federal Election Commission

We, the undersigned complainants, hereby designate our attorney, whose name and address appear below and who has entered an appearance on our behalf in this proceeding, as our agent to receive exclusive service of all documents and written communications relating to this complaint, including notification of the respondents, reply by respondents, conciliation attempts and agreements, subpoenas and notices of depositions, hearing notices, motions, and determinations that a violation has occurred, and authorize the Commission to serve all such documents only on said attorney. This designation shall remain valid until a written revocation of it signed by us is filed with the Commission.

Robert T. Snyder
ROBERT T. SNYDER

Marlin Neumeister
MARLIN NEUMEISTER

Daniel Stevens
DANIEL STEVENS

John J. Jefferson
JOHN J. JEFFERSON

William L. Bickowski
WILLIAM L. BICKOWSKI

Paul Snyder
PAUL SNYDER

DATED: August 30, 1979

Designated Attorney:

Raymond J. LaJeunesse, Jr.
National Right to Work Legal
Defense Foundation, Inc.
8316 Arlington Boulevard
Suite 600
Fairfax, Virginia 22038
Telephone: (703) 573-7010

NOTICE OF APPEARANCE

TO: General Counsel
Federal Election Commission

The undersigned hereby enters his appearance as attorney for Robert T. Snyder, Marlin Neumeister, John J. Jefferson, William L. Bickowski, Paul Snyder, and Daniel Stevens, the complainants, in the foregoing matter.

Raymond J. LaJeunesse, Jr.

Raymond J. LaJeunesse, Jr.
National Right to Work Legal Defense
Foundation, Inc.
8316 Arlington Boulevard, Suite 600
Fairfax, Virginia 22038
Telephone: (703) 573-7010

DATED: September 4, 1979

and construction work, as defined herein, will be conducted in accordance with the provisions of this Article.

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

(3) A classified Employee covered by this Agreement shall be referred to as a Miner.

Section (b) **Union Recognition and Security**

The United Mine Workers of America is recognized as the exclusive bargaining agent of Miners covered by this Agreement. All Miners covered by this Agreement shall be members of the United Mine Workers of America to the extent and in the manner permitted by law.

Section (c) **Exemptions**

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

Section (d) **Management of Mines**

Nothing in this Agreement shall be construed as changing rules or practices of the industry as to management or as intruding on the rights of management as heretofore practiced and understood.

Section (e) **Supervisors Shall Not Perform Classified Work**

Supervisory personnel 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 Miners. When a dispute arises under this Section, it shall be resolved through the grievance machinery, and in such proceedings the burden shall be on the Employer to prove that classified work has not been performed by supervisory personnel.

Section (f) **Union Rights**

As an aid to enforcement of contract provisions, it is agreed and understood that each Operator signatory hereto shall up on request make available to a duly authorized representative of the District or International President of the United Mine Workers of America, time sheets and records of wage rate payments, federal and state employment and Social Security records, changes in wage rates, current and new job classifications, as well as all other data related to wages, hours and working conditions.

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

(1) The Operators agree that this Agreement covers the operation of all of the coal lands owned or held under lease by them, or any of them, or by any subsidiary or affiliate at the date of this Agreement or acquired during its term, which may hereafter (during the term of this Agreement) be put into

EXHIBIT A

ceive as compensation for the vacation period the following amounts: In the first year of this Agreement $400; in the second year of this Agreement $425; beyond the second year of this Agreement $450. Where a Miner has not worked in all of the semimonthly periods for any cause, compensation payable to him shall be a pro rata share of the vacation payment based on the number of pay periods actually worked for his Employer in said year; provided, however, that time lost by a Miner because of injuries incurred on the premises of the mine or other facility and reported to the Employer in conformity with the Workmen's Compensation and Occupational Disease laws of the Commonwealth of Pennsylvania shall be construed as time worked in determining his vacation pay but not in excess of 24 pay periods in the aggregate.

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(1) The vacation payment shall be made by separate check on the last payday immediately preceding the beginning of the vacation period. If the Employer elects to stagger his mine, a Miner taking his individual vacation between January and July is entitled to his vacation payment immediately preceding the beginning of his respective vacation. If the Miner takes his individual vacation after the regular June-July vacation period, he is entitled to receive his payment on the last payday before the June vacation period.

(2) Miners who have accrued vacation compensation and who are discharged, laid off, or permanently leave their employment shall receive their va-

cation payments immediately instead of waiting until the close of the vacation period designated in the Agreement.

(3) In the event any Employer should sell, lease, transfer, assign or otherwise dispose of his mine, so as to terminate the employment relationship between that Employer and the Miners employed by him, he shall pay to each Miner his pro rata share of vacation payment wih his last paycheck.

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Article 15—CHECKOFF

(1) The membership dues, including fees, and assessments of the United Mine Workers of America and its various subdivisions, credit union and other voluntary deductions, and Union-sponsored group auto insurance, as authorized and approved by the International Union, United Mine Workers of America, shall be checked off the wages of the Miners by the Employers covered by this contract and shall be remitted by the Employers to the properly designated officers of the Union for distribution to its various branches. Such remit-

EXHIBIT B

tances shall be accompanied by an itemized statement showing the name of each Miner, his Social Security number, and the amount checked off for dues, initiation fees, and assessments together with a list of Miners from whom dues, initiation fees and assessments have not been collected.

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

Article 16—TRAINING

Section (a) Priority

The parties agree that the establishment of effective training programs for Miners is essential to safe and efficient production of coal.

Section (b) Orientation for New Miners

(1) Orientation programs for new Miners, regardless of prior experience, shall be put into effect for each mine or

other facility covered by this Agreement within six months of its effective date. Each program shall be developed by the Employer and shall emphasize health and safety with particular emphasis on local conditions and associated hazards.

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

(b) Description of the line of supervisory authority and responsibilities and the authority and responsibilities of the Mine Health and Safety Committee.

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

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ARTICLE 14

FINANCES

SECTION 1. All money and property belonging to the International Union or any District or Local Union shall be held and used solely for the benefit of the Union and its members. No contracts or expenditures of Union funds shall be made which will result in the personal profit or advantage of any officer or employee of the Union.

SECTION 2. Union funds belonging to the International Union, or any District or Local Union, except so much as may be necessary to pay current expenses, shall be prudently invested in interest-bearing ac-

EXHIBIT C

James Tedesco Pres.
Jeddo Highland Coal Co.
800 Chester Ave.
West Pittston Pa.

Nov. 5, 1977

Dear Mr. Tedesco

We the undersigned are employed by the Jeddo Highland Coal Co. at the Primrose job in Mahanoy City.

On Oct. 26,1977 an article appeared in our local newspaper informing us that Arnold Miller President of the U.M.W.A. has seen fit to order a 7.00 assessment for COMPAC tobe paid sometime in November.

We disapprove of this assessment. We feel its forced politics and from what we found out from other sources its illegal.

We therefore forbid the above named company to deduct the 7.00 assessment from our paychecks.

None of us here have ever signed a checkoff, and if the company does take this assessment off our checks, we feel strongly enough about it that legal help will be sought.

Respectfully Yours,

Robert Snyder Man # 954
Gail L. Bright 444
John James Jeffries

[illegible] Man # 7239
Joseph D. Patton # 447
William L. Buckowski # 7344
Richard Yanon 468
Joseph C. Morba # 7325
[illegible] # 1645
Angelo Mancuso # 9
[illegible] 522
Frederick P. Rice Jr. 7336

EXHIBIT D

FEDERAL ELECTION COMMISSION
WASHINGTON D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Arnold Miller, President
International Union Mine Workers
of America
900 15th Street, N.W.
Washington, D.C. 20005

Re: MUR 1025

Dear

The Federal Election Commission has received a complaint which alleges you committed certain violations of the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint is enclosed.

We have numbered this matter MUR 1025. Please refer to this number in all future correspondence.

The Commission has reason to believe that the matters alleged in the complaint may state a violation of 2 U.S.C. §441b (b)(3)(A) and (C), which makes it unlawful for a labor organization to require contribution to a political action committee fund as a condition of employment or as a condition of membership in a labor organization. Specifically, it appears that the United Mine Workers of America (UMW) has imposed an unlawful reverse check-off system for obtaining contributions to its political action committee. Even if the contributions in question were returned, the Act was violated when the contributions were made and accepted.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. Additionally, please submit answers to the enclosed questions. Where appropriate, statements should be submitted under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after your receipt of this notification.

If you have any questions, please contact R. Lee Andersen, the attorney assigned to this matter, at (202) 523-4060.

This matter will remain confidential in accordance with 2 U.S C. Section 437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public.

If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,

William C. Oldaker
General Counsel

Enclosures
Complaint
Questions

FEDERAL ELECTION COMMISSION

QUESTIONS MUR 1025

1. How many members does the United Mine Workers of America (UMW) show on its rolls?

2. How many members has the UMW shown on its rolls in each year from 1973 to 1978?

3. How many members of the UMW are governed by the collective bargaining agreement presently in effect between the employer and employees?

4. Must all employees covered by the UMW bargaining unit become and remain members of the UMW?

5. Must all employees covered by the UMW bargaining agreement pay either dues or an amount equal to dues to UMW?

6. How many members of the UMW are subject to the provisions of the UMW constitution as adopted in 1976?

7. When was the Coal Miners Political Action Committee (COMPAC) established?

8. Please submit COMPACs articles of incorporation, constitution and by-laws.

9. What procedures were used to solicit donations from members of UMW to COMPAC before those provisions of the constitution which were established in 1976?

10. How much money was obtained in each year COMPAC collected contributions since 1973?

11. How many UMW members contributed to COMPAC in each year since 1973?

12. Please submit a copy of the written authority or guidelines for the procedures for collecting contributions in effect before the adoption of the 1976 constitutional provision, Section 9, of Article 13.

13. Please describe the present system for soliciting donations to COMPAC.

14. How many requests for refunds of the COMPAC assessment were received by UMW during calendar year 1978?

15. How many requests were received for refunds in 1977?

16. Please submit copies of the following materials:

(a) UMW membership enrollment form
(b) COMPAC solicitation form
(c) COMPAC assessment refund request form
(d) background information disseminated to local representatives regarding refund of COMPAC assessment, especially as to the availability of a refund and the method for a UMW member to obtain such refund
(e) all requests for refund of monies contributed to COMPAC in any form
(f) cancelled refund checks distributed to UMW members
(g) bank statements of COMPAC account which would show refunds of assessment for 1977 and 1978 calendar years.

17. Are the above forms available at the local level?

18. How many members of UMW contributed to COMPAC by cash payment in 1977 and in 1978?

19. How do employees make their request for a refund of the COMPAC assessment known to UMW?

20. With whom must the employee talk in order to process a request for refund of monies contributed to COMPAC?

21. Please explain in a step by step fashion how an employee would go about obtaining a refund of his or her COMPAC assessment?

22. How many refunds of COMPAC assessments were made to UMW members during 1978 calendar year?

23. Has UMW ever refused to refund a COMPAC assessment after being requested to do so by a UMW member?

24. If the answer to number twenty-three (23) is yes, how often has this occurred?

25. Please submit copies of any correspondence between UMW and UMW members where a request for refund has been made and denied by UMW.

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

September 10, 1979

Mr. Raymond J. LaJeunesse, Jr.
National Right to Work Legal Defense
Foundation, Inc.
8316 Arlington Boulevard, Suite 600
Fairfax, Virginia 22038

Dear Mr. LaJeunesse:

This is to acknowledge receipt of your complaint of August 30, 1979, alleging violations of the Federal Election Campaign Laws. A staff member has been assigned to analyze your allegations and a recommendation to the Federal Election Commission as to how this matter should be handled will be made shortly. You will be notified as soon as the Commission determines what action should be taken. For your information, we have attached a brief description of the Commission's preliminary procedures for the handling of complaints.

Sincerely,

Hal Ponder
Assistant General Counsel

Enclosure

MUR 1025

91 3978

FEDERAL ELECTION COMMISSION

COMPLAINT

1. Complainants:

Robert T. Snyder
89 E. Main Big Mine Run
Ashland, PA 17921
(717) 875-2589

Daniel Stevens
5 Vulcan
Mahanoy City, PA 17948
(717) 773-3976

Marlin Neumeister
1009 Market Street
Ashland, PA 17921
(717) 875-4636

John J. Jefferson
P. O. Box 2010
Peach Mountain
Pottsville, PA 17901
(717) 622-6881

William L. Bickowski
2 Bowmans
Mahanoy City, PA 17948
(717) 773-3425

Paul Snyder
Locust Gap, PA 17840
(717) 339-0366

2. Respondents:

International Union
United Mine Workers of America
900 15th Street, N.W.
Washington, D. C. 20005

District 25
United Mine Workers of America
244 W. Broad Street
Hazelton, PA 18201

Local 1510
United Mine Workers of America

Local 1781
United Mine Workers of America

3. Charge:

Pursuant to the Federal Election Campaign Act (hereinafter "the Act") of 1971, as amended, 2 U.S.C. § 437g(a)(1), the undersigned hereby charge that the above-named respondents have

engaged in and are engaging in violations of §§ 441b(b)(3)(A) and (C) of said Act, in that respondents are requiring complainants to pay monies to a separate segregated fund within the meaning of § 441b(b)(2) as a condition of employment and in that respondents in demanding such payments have failed to inform complainants of their right to refuse to pay such monies without reprisal.

The complainants are coal miners employed by Paggnotti Enterprises, Pittston, Pennsylvania; Jeddo Holland Coal Company, Pittston, Pennsylvania; and Kerris and Helfrick, Mount Carmel, Pennsylvania (hereinafter the "Mining Companies"). Complainants are members of the International Union, United Mine Workers of American, District 25, United Mine Workers of America, and Local 1510, United Mine Workers of America, excepting for complainant Paul Snyder, who is a member of the International, District 25, and Local 1781, United Mine Workers of America.

The respondents are labor organizations within the meaning of § 441b(b)(1) of the Act. Respondent International Union, United Mine Workers of America (hereinafter "International") is recognized by complainants' employers as the exclusive bargaining representative for all coal miners employed by the Mining Companies, including complainants. The International has established and administers a separate segregated fund which is utilized for political purposes by the International within the meaning of §441b(b)(2) of the Act. Said separate segregated fund is known as Coal Miners Political Action Committee (hereinafter "COMPAC"). COMPAC's Federal Election Commission Identification Number is C0013342.

Respondent District No. 25, United Mine Workers of America (hereinafter "District 25") is a subordinate and intermediate body of the International, composed of all members of the International who are anthracite coal miners in Eastern Pennsylvania. District 25 acts as an agent for the International in collecting contributions to COMPAC.

Respondents Local No. 1510 and Local No. 1781, United Mine Workers of America, are subordinate bodies of the International

and of District 25. Respondent Locals 1510 and 1781 act as agents for District 25 and the International in collecting contributions to COMPAC.

The International and the Mining Companies negotiated in 1978 a collective bargaining contract, effective May 1, 1978, through May 1, 1981, applicable to all coal miners employed by the Mining Companies, including complainants. Section (b) of Article II of said agreement, "Union Recognition and Security," (a copy of which is attached hereto as Exhibit A) provides:

> The United Mine Workers of America is recognized as the exclusive bargaining agent of Miners covered by this Agreement. All Miners covered by this Agreement shall be members of the United Mine Workers of America to the extent and in the manner permitted by law.

Thus membership in the International is a condition of complainants' employment. Article 15 of said agreement, "Checkoff", (a copy of which is attached hereto as Exhibit B) provides in part:

> (1) The membership dues, including fees, and assessments of the United Mine Workers of America and its various subdivisions, credit union and other voluntary deductions, and Union-sponsored group auto insurance, as authorized and approved by the International Union, United Mine Workers of America, shall be checked off the wages of the Miners by the Employers covered by this contract and shall be remitted by the Employers to the properly designated officers of the Union for distribution to its various branches.

In 1976, the International, at its International Convention, adopted and approved the Constitution of the International Union, United Mine Workers of America. Said Constitution became effective October 2, 1976. Section 9 of Article 13 of said Constitution (a copy of which is attached as Exhibit C) provides in part:

> (a) The International Union shall assess each working member $7.00 per year to carry out the objectives of COMPAC. This assessment shall be payable in one installment. Moneys collected shall be segregated according to applicable state and federal law where necessary.

Thus, a condition of membership in the International is payment of the $7.00 COMPAC assessment.

On or about November 3, 1977, complainant-members of

Local 1510 notified their employer, by letter (a copy of which is attached hereto as Exhibit D) of their objection to the COMPAC assessment and requested that the assessment not be deducted from their paychecks. A copy of said letter was sent to the International. Complainants' request was not honored. On or about November 25, 1977, the $7.00 COMPAC assessment was deducted from the paychecks of complainants who are members of Local 1510. On or about November 26, 1978, the same amount was again deducted for COMPAC from said complainants' paychecks. On or about December 8, 1978, the $7.00 COMPAC assessment was deducted from the paycheck of the complainant who is a member of Local 1781.

Complainants believe that the above quoted provisions of the collective bargaining agreement and the International Constitution violate §§ 441b(b)(3)(A) and (C) of the Act because the $7.00 COMPAC assessment is required as a condition of complainants' employment and because said provisions fail to inform complainants of their right to refuse to contribute to COMPAC without any reprisal. While said COMPAC assessment may be refundable under the provisions of Article 13, § 9(b) of the UMW Constitution, such refund is available only upon request once the assessment has been made and such request must be made annually. Complainants believe that the UMW COMPAC assessment mechanism constitutes a "reverse checkoff" and is per se violative of § 441b(b)(3)(A) under 11 C.F.R. § 114.5(a)(1) (1977) and FEC v. NEA, 457 F. Supp. 1102 (D.D.C. 1978). Further, complainants believe that they have been denied the right to refuse to contribute to COMPAC in violation of their First Amendment rights of freedom of speech and freedom of association.

Wherefore, the undersigned hereby request that the Federal Election Commission undertake an investigation of the matters described in this complaint and take all appropriate action necessary to assure that respondents will cease and desist from violating the Federal Election Campaign Act of 1971, as amended.

4. Disclaimer:

Complainants are not candidates as defined by the Act and are not filing this complaint on behalf of or at the request or suggestion of any candidate.

WE DECLARE that we have read the above complaint and that the statements therein are true to the best of our knowledge and belief.

Robert T. Snyder

Marlin Neumeister

John J. Jefferson

William L. Bickowski

Daniel Stevens

Paul Snyder

Subscribed and sworn to before me
this 22 day of August, 1979.

NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC
LOCUST GAP NORTHUMBERLAND CO., PA
My Commission Expires 12-7-81

NOTICE OF DESIGNATION OF ATTORNEY
AS AGENT FOR SERVICE OF DOCUMENTS

TO: General Counsel
Federal Election Commission

We, the undersigned complainants, hereby designate our attorney, whose name and address appear below and who has entered an appearance on our behalf in this proceeding, as our agent to receive exclusive service of all documents and written communications relating to this complaint, including notification of the respondents, reply by respondents, conciliation attempts and agreements, subpoenas and notices of depositions, hearing notices, motions, and determinations that a violation has occurred, and authorize the Commission to serve all such documents only on said attorney. This designation shall remain valid until a written revocation of it signed by us is filed with the Commission.

ROBERT T. SNYDER

MARLIN NEUMEISTER

DANIEL STEVENS

JOHN J. JEFFERSON

WILLIAM L. BICKOWSKI

PAUL SNYDER

DATED: August 30, 1979

Designated Attorney:

Raymond J. LaJeunesse, Jr.
National Right to Work Legal
Defense Foundation, Inc.
8316 Arlington Boulevard
Suite 600
Fairfax, Virginia 22038
Telephone: (703) 573-7010

NOTICE OF APPEARANCE

TO: General Counsel
Federal Election Commission

The undersigned hereby enters his appearance as attorney for Robert T. Snyder, Marlin Neumeister, John J. Jefferson, William L. Bickowski, Paul Snyder, and Daniel Stevens, the complainants, in the foregoing matter.

Raymond J. LaJeunesse, Jr.

Raymond J. LaJeunesse, Jr.
National Right to Work Legal Defense
Foundation, Inc.
8316 Arlington Boulevard, Suite 600
Fairfax, Virginia 22038
Telephone: (703) 573-7010

DATED: September 4, 1979

and construction work, as defined herein, will be conducted in accordance with the provisions of this Article.

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

(3) A classified Employee covered by this Agreement shall be referred to as a Miner.

Section (b) **Union Recognition and Security**

The United Mine Workers of America is recognized as the exclusive bargaining agent of Miners covered by this Agreement. All Miners covered by this Agreement shall be members of the United Mine Workers of America to the extent and in the manner permitted by law.

Section (c) **Exemptions**

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

Section (d) **Management of Mines**

Nothing in this Agreement shall be construed as changing rules or practices of the industry as to management or as intruding on the rights of management as heretofore practiced and understood.

Section (e) **Supervisors Shall Not Perform Classified Work**

Supervisory personnel 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 Miners. When a dispute arises under this Section, it shall be resolved through the grievance machinery, and in such proceedings the burden shall be on the Employer to prove that classified work has not been performed by supervisory personnel.

Section (f) **Union Rights**

As an aid to enforcement of contract provisions, it is agreed and understood that each Operator signatory hereto shall up on request make available to a duly authorized representative of the District or International President of the United Mine Workers of America, time sheets and records of wage rate payments, federal and state employment and Social Security records, changes in wage rates, current and new job classifications, as well as all other data related to wages, hours and working conditions.

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

(1) The Operators agree that this Agreement covers the operation of all of the coal lands owned or held under lease by them, or any of them, or by any subsidiary or affiliate at the date of this Agreement or acquired during its term, which may hereafter (during the term of this Agreement) be put into

ceive as compensation for the vacation period the following amounts: In the first year of this Agreement $400; in the second year of this Agreement $425; beyond the second year of this Agreement $450. Where a Miner has not worked in all of the semimonthly periods for any cause, compensation payable to him shall be a pro rata share of the vacation payment based on the number of pay periods actually worked for his Employer in said year; provided, however, that time lost by a Miner because of injuries incurred on the premises of the mine or other facility and reported to the Employer in conformity with the Workmen's Compensation and Occupational Disease laws of the Commonwealth of Pennsylvania shall be construed as time worked in determining his vacation pay but not in excess of 24 pay periods in the aggregate.

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EXHIBIT B

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Section (a) Priority

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ARTICLE 14

FINANCES

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SECTION 2. Union funds belonging to the International Union, or any District or Local Union, except so much as may be necessary to pay current expenses, shall be prudently invested in interest-bearing ac-

EXHIBIT 2

James Tedesco Pres.
Jeddo Highland Coal Co.
800 Chester Ave.
West Pittston Pa.

Oct. 3, 1977

Dear Mr. Tedesco

We the undersigned are employed by the Jeddo Highland Coal Co. at the Primrose job in Mahanoy City.

On Oct. 26,1977 an article appeared in our local newspaper informing us that Arnold Miller President of the U.M.W.A. has seen fit to order a 7.00 assessment for COMPAC tobe paid sometime in November.

We disapprove of this assessment. We feel its forced politics and from what we found out from other sources its illegal.

We therefore forbid the above named company to deduct the 7.00 assessment from our paychecks.

None of us here have ever signed a checkoff, and if the company does take this assessment off our checks, we feel strongly enough about it that legal help will be sought.

Respectfully Yours,

Mem # 954
Robert Snyder
Jan L Bright 444
John James Jeffries

Mem # 7239
Joseph E Patton
447
William L Bukowski # 7344
Richard Yaw # 67
Joseph Nordas # 7325
1645
Frank Nemeth # 9
Frederick P Fein Jr. 7336

FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

THIS IS THE BEGINNING OF MUR # 1025

Date Filmed 2/26/80 Camera No. --- 2

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