EXHIBIT A

2013 COAL WAGE AGREEMENT

between

The United Mine Workers of America

and

Heritage Coal Company, LLC;
Colony Bay Coal Company;
Eastern Associated Coal, LLC;
Mountain View Coal Company, LLC;
Pine Ridge Coal Company, LLC;
Rivers Edge Mining, Inc.
Apogee Coal Company, LLC; and
Hobet Mining, LLC

2013 COAL WAGE AGREEMENT

Article I--ENABLING CLAUSE

THIS AGREEMENT, made this 30th day of June, 2013 between each coal operator signatory hereto as parties of the first part (each coal operator which is a signatory hereto being called "Employer") and the International Union, United Mine Workers of America (hereinafter "Union"), on behalf of each member thereof, as party of the second part, covers all of the bituminous coal mines described in Article IA, Section (f), owned or operated by said first parties. This Agreement is a replacement of the National Bituminous Coal Wage Agreement of 2011 for each coal operator signatory hereto. This Agreement carries forward and preserves the terms and conditions of all the various District agreements executed between the United Mine Workers of America and each signatory operator, as amended, modified and supplemented by this Agreement as herein set out.

This Agreement shall be binding upon each signatory hereto, and their successors and assigns. In consideration of the Union's execution of this Agreement, each Employer signatory to this Agreement promises that its operations covered by this Agreement shall not be sold, conveyed, or otherwise transferred or assigned to any successor without first securing the agreement of the successor to assume the Employer's obligations under this Agreement. Immediately upon the conclusion of such sale, conveyance, assignment or transfer of its operations, the Employer shall notify the Union of the transaction. Such notification shall be by certified mail to the Secretary-Treasurer of the International Union and shall be accompanied by documentation that the successor obligation has been satisfied. Provided that the Employer shall not be a guarantor or be held liable for any breach by the successor or assignee of its obligations, and the UMWA will look exclusively to the successor or assignee for compliance with the terms of this Agreement.

WITNESSETH: It is agreed that this contract is for the exclusive joint use and benefit of the contracting parties, as defined and set forth in this Agreement. It is agreed that at operations covered by this Agreement the United Mine Workers of America is recognized herein as the exclusive bargaining agency representing the Employees of each of the parties of the first part. It is further agreed that as a condition of employment all Employees at operations covered by this Agreement shall be, or become, members of the United Mine Workers of America, to the extent and in the manner permitted by law, except in those exempted classifications of employment as hereinafter provided in this Agreement. This provision does not change the rules or practices of the industry pertaining to management. The Mine Workers intend no intrusion upon the rights of management as heretofore practiced and understood. It is the intent and purpose of the

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

Article IA--SCOPE AND COVERAGE

Section (a) Work Jurisdiction

The production of coal, including removal of overburden and coal waste, preparation, processing and cleaning of coal and transportation of coal (except by waterway or rail not owned by Employer), repair and maintenance work normally performed at the mine site or at a central shop of the Employer and maintenance of gob piles and mine roads, and work of the type customarily related to all of the above shall be performed by classified Employees of the Employer covered by and in accordance with the terms of this Agreement. Contracting, subcontracting, leasing and subleasing, and construction work, as defined herein, will be conducted in accordance with the provisions of this Article.

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

Section (b) Exemptions Clause

It is the intention of this Agreement to reserve to each Employer and except from this Agreement an adequate force of supervisory employees to effectively conduct the safe and efficient operation of the mines and at the same time, to provide against the abuse of such exemptions by excepting more such employees than are reasonably required for that purpose.

Coal inspectors and weigh bosses at mines where men are paid by the ton, watchmen, clerks, engineering and technical forces of the Employer, working at or from a district or local mine office, are exempt from this Agreement.

All other Employees working in or about the mine shall be included in this Agreement except essential supervisors in fact such as mine foremen, assistant mine foremen who, in the usual performance of their duties, may make examinations for gas as prescribed by law, and such other supervisors as are in charge of any class of labor inside or outside the mines and who perform no production work.

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

No Employer shall use this provision to exempt from the provisions of this Agreement as supervisors, more men than are necessary for the safe and efficient operation of the mine, taking into consideration the area covered by the workings, roof conditions, drainage conditions, explosion hazards, and the ability of supervisors, due to thickness of the seam, to make the essential number of visits to the working faces as required by law and safety regulations.

Section (c) Supervisors Shall Not Perform Classified Work

(1) Supervisory employees shall perform no classified work covered by this Agreement except in emergencies and except if such work is necessary for the purpose of training or instructing classified Employees.

(2) Notwithstanding the foregoing prohibition in subsection (1), a supervisor may perform classified work covered by this Agreement where the supervisor’s performance of such work does not exceed a cumulative total of one hour per shift.

(3) When a dispute arises under this Section, it shall be adjudicated through the grievance machinery and in such proceedings the following rule will apply: the burden is on the Employer to prove that classified work has not been performed by supervisory personnel in violation of this Section.

Section (d) Management of the Mines

The management of the mine, the direction of the working force and the right to hire and discharge are vested exclusively in the Employer.

Section (e) Union's Rights

Authorized representatives of the Union shall be permitted reasonable access to the mine property to insure compliance with this Agreement. The Employer shall provide candidates for Union office reasonable opportunity to campaign among his Employees during their nonworking hours and in nonworking areas, provided there is no interference with production. The Employer further agrees to provide, to the extent practicable, space on mine property for the holding of Union elections and the ratification of collective bargaining agreements.

Section (f) Application of This Contract to the Employer's Coal Lands

As part of the consideration for this Agreement, the Employers agree that this Agreement covers the operation of all the coal lands, coal producing and coal preparation facilities owned or held under lease by them, or any of them, or by any subsidiary or

affiliate at the date of this Agreement, or acquired during its term which may hereafter (during the term of this Agreement) be put into production or use. This Section will immediately apply to any new operations upon the Union's recognition, certification, or otherwise properly obtaining bargaining rights. Notwithstanding the foregoing, the terms of this Agreement shall be applied without evidence of Union representation of the Employees involved to any relocation of an operation already covered by the terms of this Agreement.

Section (g) Contracting and Subcontracting

(1) Transportation of Coal--The transportation of coal as defined in paragraph (a) may be contracted out under the Agreement only where contracting out such work is consistent with the prior practice and custom of the Employer at the mine; provided that such work shall not be contracted out at any time when any Employees at the mine who customarily perform such work are laid off.

(2) Repair and Maintenance Work--Repair and maintenance work of the type customarily performed by classified Employees at the mine or central shop shall not be contracted out except (a) where the work is being performed by a manufacturer or supplier under warranty, in which case, upon written request on a job-by-job basis, the Employer will provide to the Chairman of the Mine Committee a copy of the applicable warranty or, if such copy is not reasonably available, written evidence from a manufacturer or a supplier that the work is being performed pursuant to warranty; (b) where the Employer does not have available equipment or regular Employees (including laid-off Employees at the mine or central shop) with necessary skills available to perform the work at the mine or central shop or; (c) as provided in paragraph (5) of this Section.

(3) The Employer may not contract out the rough grading in mine reclamation work, except as provided in paragraph (5) of this Section.

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

(5) Non-bargaining unit personnel may be used to perform work at closed operations, and may be used on a limited and temporary basis in the following circumstances: (i) to fill-in for temporary vacancies, (ii) to perform short term projects, (iii) to perform repair and maintenance work, and (iv) to perform construction work. Non-bargaining unit workers shall not at any time be utilized in the production of coal at the face and non-bargaining unit personnel may not be utilized to perform work under (i)-(iv) if it results in the layoff or loss of regularly scheduled hours of any Employee qualified to do the work or prevents the recall of a panel member qualified to do the job to a permanent position. When a dispute arises under this subsection (5), it shall be adjudicated through the grievance machinery and in such proceedings the following rule will apply: the

burden is on the Employer to prove that the use of non-bargaining unit personnel in violation of this Section has not occurred.

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

(1) The Employers agree that they will not lease, sublease or license out any coal lands, coal producing or coal preparation facilities where the purpose thereof is to avoid the application of this Agreement or any section, paragraph or clause thereof.

Licensing out of coal mining operations on coal lands owned or held under lease or sublease by any signatory operator hereto shall not be permitted unless the licensing out does not cause or result in the layoff of Employees of the Employer.

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

Section (i) Construction Work

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

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

Article II JOB OPPORTUNITY AND BENEFIT SECURITY (JOBS)

The parties hereto recognize and agree that the production of bituminous coal involves, by its very nature, the depletion of resources at work locations. The parties agree further that varied mining arrangements and technological advances can adversely impact on job security and that their mutual goals of mining coal safely and efficiently can best be achieved by the use of experienced miners who are knowledgeable of the Employer's standards of operation.

As a result of the special nature of the bituminous coal mining industry and the parties' desire to develop a relationship in which the Employees as well as the Employer gain from a growth in productivity, the parties agree to establish the Job Opportunity and

Benefit Security (JOBS) Program. The JOBS Program is designed to achieve, to the fullest extent allowed by law, job security for classified employees through extended panel rights and new training opportunities. Nothing in the JOBS Program shall be construed to diminish any rights of the Employees or the Union established in any other provision of this Agreement including, but not limited to, the successorship clause, Article IA(h) and Article XVII.

A. Non-Signatory Operations of the Signatory Employer

1. Except as modified in Section C, the first three out of every five new job openings for work of a nature covered by this Agreement at any existing, new, or newly acquired non-signatory bituminous coal operation of the Employer shall be filled by classified laid-off Employees on the panels of the Employer's operations covered by this Agreement, or by classified active Employees of the Employer who have provided notice indicating their interest in such job openings. It shall be the obligation of the signatory Employer to provide reasonable notice to its classified active Employees of the operations at which such job openings may be available. If the newly acquired or non-signatory operation has a panel of laid-off employees established pursuant to a valid collective bargaining agreement, those individuals shall first be recalled before this Section applies.

2. Selection of employees for the above three out of every five new job openings shall be made from the senior Employee among the classified laid-off Employees on the Employer's panels and classified active Employees of the Employer who have notified the Employer in writing of their interest in and qualifications for any such job openings at the specific operation involved, provided that such classified laid-off and active Employees have the ability to step into and perform the work of the job at the time the job is filled. For classified laid-off Employees, the order of selection of Article XVII shall also apply: selecting first from Employees on the panels of the Employer's operations covered by this Agreement within the district where the non-signatory operation is located, next from Employees on the panels of the Employer's operations covered by this Agreement within contiguous districts, and then from Employees on the panels of the Employer's operations covered by this Agreement within non-contiguous districts. For classified active Employees, the order of selection shall be: selecting first from active Employees of the Employer's operations covered by this Agreement within the district where the non-signatory operation is located, next from active Employees of the Employer's operations covered by this Agreement within contiguous districts, and then from active Employees of the Employer's operations covered by this Agreement within non-contiguous districts. The Employer shall not be required to make more than one offer of employment per operation to each such classified laid-off or active Employee, provided (i) that for classified laid-off Employees on the Employer's panels the offer is for work of the type listed on his panel form and the Employee refuses or fails to respond to that offer or report for the job, and (ii) that for classified active Employees of the

Employer the offer is for work of the type listed in the Employee's written notification of interest to the Employer for the job opening in question and the Employee refuses or fails to respond to that offer or report for the job. The Employer may also consider its classified laid-off Employees on its panels, and classified active Employees who have notified the Employer in writing of their interest in any such job openings at the specific operation involved, for the last two out of every five job openings, which are to be selected at the Employer's sole discretion.

3. The filling of a position by an active employee at a non-signatory operation as the result of his reassignment from one position at that operation to another position at that same operation does not constitute the filling of a new job opening for purposes of this Section.

4. Offers of employment made to classified laid-off Employees on the Employer's panels pursuant to this Section, shall be made without regard to the listing of that particular operation on the Employee's panel form.

5. Acceptance or rejection of an offer of employment under this Section or any personnel action at the non-signatory operation shall not affect such Employee's other panel rights with the Employer as established by this Agreement.

6. Any disputes that arise under this Section shall be resolved exclusively pursuant to the procedures set forth under Section D-3 of this Article and are not subject to resolution under Article XXIII -- Settlement of Disputes.

7. Nothing in this Section shall operate to extend the bargaining unit as of the date of this Agreement nor expand the rights of the Union with regard to the non-signatory operations, except for the job opportunities made available under this Section.

8. Section A shall become effective immediately upon the Effective Date of this Agreement. No Employer shall be required to terminate or lay off any employee on its active payroll at said operations as of that date in order to comply with the foregoing hiring obligations. For purposes of complying with the foregoing, all hiring for jobs of a nature covered by this Agreement after the Effective Date shall be made in accordance with this Section. Furthermore, except as modified by Section C, if the Employer has an existing UMWA panel obligation or other collective bargaining obligation at the operation, it shall first recognize such obligation.

B. Lessee-Licensee

1. For purposes of lawfully preserving and protecting job opportunities for the Employees covered by this Agreement, the Employer further agrees that it will not lease, sublease, or license out any bituminous coal lands, bituminous coal mining operations

and other facilities of the Employer unless the conditions set forth in the following paragraphs are satisfied.

2. Leasing, subleasing, or licensing out of such lands or operations shall be permitted where the lessee-licensee agrees in writing that all offers of employment by such lessee-licensee shall first be made to the Employer's classified laid-off Employees on the Employer's panels of the Employer's operations covered by this Agreement, if such employment at the leased, subleased or licensed out location is for jobs of the nature covered by this Agreement, and if such Employees are qualified for such jobs.

3. Selection of employees for these offers of employment shall be made from the senior Employee among the classified laid-off Employees on the Employer's panels, who has the ability to step into and perform the work of the job at the time the job is filled. The order of selection of Article XVII also shall apply: selecting first from Employees on the panels of the Employer's operations covered by this Agreement within the district where the lessee-licensee's operation is located, next from Employees on the panels of the Employer's operations covered by this Agreement from districts contiguous to the district where the lessee-licensee's operation is located, and then from Employees on the panels of the Employer's operations covered by this Agreement within non-contiguous districts. The lessee-licensee shall not be required to make more than one such offer of employment per operation to each such Employee, provided that offer is for work of the type listed on his panel form and the Employee refuses or fails to respond to that offer or report for the job.

4. Acceptance or rejection of such an offer of employment made by a lessee-licensee or any personnel action between the Employee and lessee-licensee shall not affect such Employee's panel rights with the Employer as established by this Agreement.

5. Any disputes regarding this Section shall be resolved between the prior Employer and the Employee under Section D-3 of this Article. The Employer agrees that it will reserve in any lease, sublease or license subject to this section the ability of the Employer to remedy any finding as to noncompliance of an Employee's right to be considered for employment opportunity as provided herein. If it chooses in its discretion to permit a sublease or sublicense, the Employer shall also require the lessee-licensee to convey this hiring obligation in any sublease or sublicense.

6. The prior Employer shall not be a guarantor or be held liable for any breach of the lessee-licensee of its hiring or bargaining obligations or the terms of any agreement between the Union and the lessee-licensee.

7. Within ten (10) days after the lease, sublease or licensing out of any bituminous coal lands, coal mining operations and/or other facilities, but in any event prior to the time that work of a nature covered by this Agreement commences, the Employer shall

provide notice thereof to the appropriate International District Vice President. Such notice shall disclose the identity of all parties to the transaction and the location and identity of the bituminous coal lands, operations and/or other facilities affected thereby including the relevant MSHA legal I.D. number.

8. The Union agrees that this Section, or its implementation, in no manner extends the bargaining unit of the Employer and does not create a joint employer, single employer, alter ego, agency relationship or successor relationship between the Employer and the lessee-licensee, which does not otherwise exist without reference to this Section or its implementation.

9. Section B shall become effective immediately upon the Effective Date of this Agreement. For purposes of complying with this Section, all hiring by any lessee-licensee for work of a nature covered by this Agreement after the Effective Date shall comply with this section. However, no lessee-licensee operating on the Employer's bituminous coal lands as of the Effective Date of this Agreement (hereinafter, the "current lessee-licensee") shall be required to terminate or lay off any employee on its active payroll at such locations as of that date in order to comply with the foregoing hiring obligation. Furthermore, a current lessee-licensee shall not be required to comply with the foregoing hiring obligations at those locations until 90 days after the Effective Date of this Agreement, except if the lease, sublease or license under which the current lessee-licensee is conducting those operation(s) expires, terminates or is extended with the Employer prior to the 90 day deadline or except if such lease, sublease or license involves a former signatory operation of the Employer. In the case of these two latter exceptions, the foregoing hiring obligations shall become effective immediately.

10. In the event the current lessee-licensee has an existing UMWA panel obligation or other collective bargaining obligation at any location on the Employer's bituminous coal lands, it shall first recognize such obligation except when its new operation was at any time a signatory operation of the Employer, in which case the Employer's laid-off Employees must be given the first offers of employment as provided in Section B(2) and (3) above before any other individual is employed in work of a classified nature.

11. Within thirty (30) days of the Effective Date of this Agreement, the Employer shall provide to the appropriate International District Vice President(s) a list of its lessee-licensees as of the Effective Date of the Agreement, with the same information as set forth in Section B(7).

C. Coordination of Employment Obligations Under the JOBS Program

At those locations where the Employer hereto is the lessee-licensee of another employer which is also party to the obligations of Article II, the Employer hereto shall first honor the hiring obligations to which it should be bound as a result of lessor-

licensor's agreement with the Union. Thereafter, and at all other locations covered by this Article, the Employer hereto shall follow the requirements of Sections A and B above.

D-1. Employer-Wide Panel Rights to Signatory Operations

Each Employer also agrees to extend employer-wide panel rights to its signatory operations pursuant to Article XVII. Accordingly, within forty-five (45) days of the effective date of this Agreement, a laid-off employee may revise his panel form for any purpose, in addition to his annual right of revision under Article XVII(d).

D-2. Exhaustion of Employer Panel

Upon the Employer's notification to the Union that its panels have been exhausted and that it has no laid-off panel members or active miners who have provided notice indicating an interest in filling new job openings for work of a classified nature, the Union may provide the Employer with a list of qualified miners for hiring consideration. The Employer may consider but is under no obligation to hire any of the miners on the list provided by the Union.

D-3. Monitoring of Job Selections

In order to effectuate the implementation of these job opportunity provisions, BCOA and the International Union shall jointly select within thirty (30) days following the Effective Date of this Agreement, an impartial Jobs Monitor to monitor the job selections pursuant to this Article, and to investigate any alleged violations herein. If an impartial Jobs Monitor has already been jointly selected by the BCOA and the International Union, he or she shall have the authority specified herein. The monitor shall have the authority to request such information which may be reasonably necessary in order to secure compliance with the job selection provisions. The parties have the obligation to comply with such requests. In that regard, the monitor shall be provided on a regular basis at the end of each calendar quarter, with reports of all jobs filled pursuant to the job opportunity provisions. The report shall state the name of the mine, its location, the total number of jobs of a classified nature filled and the names and number of persons selected for jobs pursuant to this Article from among either active Employees or laid-off miners. The report shall be treated as confidential; however, at the monitor's discretion, the report may be provided to the UMWA. The monitor shall also be provided with a 60-day notice prior to the start-up of production at any new operation covered by this Article. A copy of this 60-day notice shall also be sent to the Secretary-Treasurer of the UMWA. The 60-day notice shall state the name of the operation, location, approximate start-up date, and projected number of jobs of a classified nature available.

Any dispute alleging a breach of the foregoing job opportunity provisions of Article II must be presented to the Employer in writing by the Local Union. This written charge

shall concisely explain the basis for the dispute. Upon receiving a written charge, the Employer representative shall provide information to the Local Union in response to the charge. The Employer and the Local Union shall mutually attempt to resolve the dispute. If the dispute is not resolved by the Employer and the Local Union within thirty (30) days, it shall be referred to the District and the Employer representative who will attempt to resolve it. If unresolved, the District may submit the written charge to the Jobs Monitor for resolution of the dispute. The Jobs Monitor shall have the authority to reach a decision on written submissions. The Jobs Monitor shall also have the authority to conduct a hearing (formal or informal), request position statements, issue subpoenas for witnesses and documents, request additional information or briefs, and take any such steps as may be reasonably necessary to investigate and resolve the dispute. If the Jobs Monitor is unable to reach a decision within thirty (30) days of the close of the hearing (or the close of the record if no hearing is conducted), the Jobs Monitor shall promptly advise the parties of the reasons for the delay and the date when a decision will be issued. Any decision rendered by the Jobs Monitor shall be in writing and shall be final and binding on all parties to that decision. The Jobs Monitor shall not have authority to alter, amend, modify, add to or subtract from, or change in any way the provisions of this Article. All expenses and fees incurred by the Jobs Monitor in the resolution of disputes pursuant to this Article shall be borne equally by the District and the applicable signatory Employer.

Article III--HEALTH AND SAFETY

Section (a) **Right to a Safe Working Place**

Every Employee covered by this Agreement is entitled to a safe and healthful place to work, and the parties jointly pledge their individual and joint efforts to attain and maintain this objective. Recognizing that the health and safety of the Employees covered by this Agreement are the highest priorities of the parties, the parties agree to comply fully with all lawful notices and orders issued pursuant to the Federal Mine Safety and Health Act of 1977, as amended, and pursuant to the various state mining laws.

Section (b) **Federal Mine Safety and Health Act of 1977, As Amended**

The parties to this contract, finding themselves in complete accord with the FINDINGS AND PURPOSE declared by the United States Congress in section 2 of the Federal Mine Safety and Health Act of 1977 do hereby affirm and subscribe to the principles as set forth in such section 2 of the Act.

(1) In consequence of this affirmation, the parties not only accept their several responsibilities, obligations and duties imposed by the Federal Mine Safety and Health Act, but freely resolve to cooperate among each other and with the responsible officials of federal and state governments in determined efforts to achieve greatly improved

performance in coal mine health and safety.

(2) Neither party waives nor repudiates any administrative, procedural, legislative, or judicial rights under or relating to the Federal Mine Safety and Health Act of 1977, as amended.

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

There shall be a Joint Industry Health and Safety Committee composed of six members, three to be appointed by the Union, one of whom shall have special knowledge and expertise in coal mine health matters, and three to be appointed by the Employers, one of whom shall have special knowledge and expertise in coal mine health matters. The Committee shall consult with the Mine Safety and Health Administration and/or representatives of the Secretary of Health and Human Services, looking toward review and appropriate development and revision of improved mandatory health and safety standards as provided in section 101 of the Federal Mine Safety and Health Act of 1977. The Committee may also seek such joint consultations with the Mine Safety and Health Administration for discussion of the technical aspects of petitions by the Employer or the Union as provided in section 101(c) of the Act. Where agreed by the parties, the Committee may meet to discuss health and safety matters of importance to the coal industry.

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

(1) At each mine there shall be a Mine Health and Safety Committee made up of miners employed at the mine who are qualified by mining experience or training and selected by the local union. The local union shall inform the Employer of the names of the Committee members. The Committee at all times shall be deemed to be acting within the scope of their employment in the mine within the meaning of the applicable workers' compensation law.

(2) The Union and Employer shall jointly establish and fund a course of health and safety training for members of the Mine Health and Safety Committee, which is designed to improve health and safety knowledge and skills. The Mine Health and Safety Committee shall participate in and shall be paid at their regular rates of pay by the Employer for attendance at training sessions. The training program will be established by the Joint Industry Training Committee.

(3) The Mine Health and Safety Committee may inspect any portion of a mine and surface installations, dams or waste impoundments and gob piles connected therewith. If the Committee believes conditions found endanger the lives and bodies of the Employees, it shall report its findings and recommendations to the Employer. In those special instances where the Committee believes that an imminent danger exists and the

Committee recommends that the Employer remove all Employees from the involved area, the Employer is required to follow the Committee's recommendation and remove the Employees from the involved area immediately. The Mine Health and Safety Committee shall, when engaged in its official duties as herein provided, be furnished transportation at the mine.

(4) The Committee shall give sufficient advance notice of an intended inspection to allow a representative of the Employer to accompany the Committee. If the Employer does not choose to participate, the Committee may make its inspection alone.

(5) If the Mine Health and Safety Committee in closing down an area of the mine acts arbitrarily and capriciously, a member or members of such Committee may be removed from the Committee. An Employer seeking to remove a Committee member shall so notify the affected Committeeman and the other members of the Mine Health and Safety Committee. If the Committee objects to such removal, the matter shall be submitted directly to arbitration within 15 days. If the other members of the Committee so determine, the affected member shall remain on the Committee until the case is submitted to and decided by the appropriate panel arbitrator. If the Employer requests removal of the entire Committee, the matter automatically shall be submitted to arbitration and the Committee will continue to serve until the case is submitted to and decided by the arbitrator. A Committee member shall not be suspended or discharged for his official actions as a Committee member.

(6) Mine management and the Mine Health and Safety Committee shall meet monthly at times arranged by the parties for the purpose of reviewing mine accident prevention efforts, discussing mine accidents and resolving health and safety problems at the mine. Special meetings may be called by either party for the purpose of resolving safety matters.

(7) The Employer shall be responsible for paying Committee members for the performance of the following duties:

(i) Inspecting the entire mine and surface installations connected therewith with management on a regular basis mutually agreed upon by the Employer and the Committee, but in no case any less often than every two months. The Employer shall be responsible for paying each Committeeman one shift at his regular rate of pay once in every two month period for performance of his duties under this paragraph.

(ii) Committee members shall be paid at their regular straight time rate of pay for up to two hours for time spent in joint monthly meetings with the Employer provided for in paragraph (6).

(iii) Investigating explosions and/or disasters including any mine fatality.

Section (e) **Access to the Mine**

In recognition of the UMWA's concern with health and safety in the coal mines, Union officials as described below and any authorized representative of the UMWA Department of Occupational Health and Safety, without interfering with the Mine Health and Safety Committee and the Mine Committee in the performance of their duties, shall be granted access to the mines on the following conditions:

(1) Subject to the routine check-in and check-out procedures at the mine, the officers of the International Union, the International District Vice President of the District involved, and authorized representatives of the International Union's Department of Occupational Health and Safety shall be afforded the opportunity to visit a mine to consult with management or the Mine Health and Safety Committee and to enter the mine at the request of either management or the Mine Health and Safety Committee.

(2) If the Mine Health and Safety Committee calls in such representatives to meet with mine management to discuss health or safety problems, mine management shall have the right to be represented by its own health or safety representative. Where application of a federal or state law or regulation is involved, either management or the authorized Union representative may invite federal or state inspectors to participate.

(3) Representatives authorized by the International Union may accompany state or federal coal mine inspectors investigating any fatal or serious nonfatal accident, ignition, mine fire or mine explosion.

(4) The President and Secretary-Treasurer of the UMWA International Union shall be granted the right to visit any and all mines covered by this Agreement at any time.

(5) The provisions of this section are in no way intended to impair or to waive any statutory rights under federal or state laws or regulations which Union officials and representatives may have to enter upon mine property or enter the mines.

Section (f) **Reports**

The Mine Health and Safety Committee and the Employer shall maintain such records concerning inspections, findings, recommendations and actions, relating to the provisions of this Agreement, as may be agreed upon, and copies of all such reports shall be promptly exchanged.

The Employer shall each month provide the Mine Health and Safety Committee with two copies of a list of all accidents reported to MSHA. Such report will reflect the nature of the injury and the location of the accident.

In addition, the Employer shall notify the Mine Health and Safety Committee promptly of all serious injuries known to management which must be immediately reported directly to MSHA.

Section (g) **Safety Rules and Regulations**

Reasonable rules and regulations of the Employer, not inconsistent with federal and state laws, for the protection of the persons of the Employees and the preservation of property shall be complied with.

After the Effective Date of this Agreement, at least ten (10) days prior to the implementation of any new or revised safety rule or regulation, the Employer shall provide copies of the proposed rule or regulation to the Mine Health and Safety Committee and shall meet and discuss it with Committee members in an attempt to resolve any differences between the parties. If the Committee or any Employee believes that any such new rule or regulation or revision is unreasonable, arbitrary, discriminatory or adversely affects health or safety, they may file and shall process a grievance.

Section (h) **Cooperation in Development of Mining Plans**

During development, modification or revision of any mining plan pertaining to health and safety which must be submitted for approval in accordance with the Federal Mine Safety and Health Act of 1977 covering the following subjects--roof control, ventilation, dust control, noise, maintenance, permissible equipment, escapeways, emergency procedures, emergency transport and haulage--the Mine Health and Safety Committee shall be afforded the opportunity to submit comments or recommendations to the operator concerning such plans. At the request of the Committee, a representative of the UMWA Safety Division shall participate in such comments and recommendations.

The Employer shall provide an opportunity for review prior to the required submittal date and ten (10) days shall be allowed for written comments by the Mine Health and Safety Committee. Upon request of the Mine Health and Safety Committee, given within said ten (10) day period, the Employer shall provide to the Committee one (1) copy of any such plan, revision or modification.

Section (i) **Preservation of Individual Safety Rights**

(1) No Employee will be required to work under conditions he has reasonable grounds to believe to be abnormally and immediately dangerous to himself beyond the normal hazards inherent in the operation which could reasonably be expected to cause death or serious physical harm before such condition or practice can be abated. When an Employee in good faith believes that he is being required to work under such conditions

he shall immediately notify his supervisor of such belief and the specific physical conditions he believes exist. The Employee shall state the factual basis for his belief but shall not be required to cite applicable law or regulation. Unless there is a dispute between the Employee and management as to the existence of such condition, steps shall be taken immediately to correct or prevent exposure to such condition utilizing all necessary Employees, including the involved Employee.

(2) If the existence of such condition is disputed, the Employee shall have the right to be relieved from duty on the assignment in dispute. Management shall assign such Employee to other available work not involved in the dispute; and the Employee shall accept such assignment at the higher of the rate of the job from which he is relieved and the rate of the job to which he is assigned. The assignment of such alternative work shall not be used to discriminate against the Employee who expresses such belief. If the existence of such condition is disputed, at least one member of the Mine Health and Safety Committee shall review such condition with mine management within four (4) hours to determine whether it exists and each party shall state the facts upon which it relies as to whether such condition exists or does not exist. If there is agreement between the Mine Health and Safety Committee member or members and mine management that the condition does not exist, the Employee shall return to his regular job immediately.

(3) If the dispute remains unsettled following the investigation by a member of the Mine Health and Safety Committee and involves an issue concerning compliance with federal or state mine safety laws or mandatory health or safety regulations, the appropriate federal or state inspection agency shall be called in immediately and the dispute shall be settled on the basis of the findings of the inspector with both parties reserving all rights of statutory appeal. Should the federal or state inspector find that the condition complained of requires correction before the Employee may return to his job, the Employer shall take the corrective action immediately. Upon correction, the complaining Employee shall return to his job. If the federal or state inspector does not find a condition requiring correction, the complaining Employee shall return to his job immediately.

(4) For disputes not otherwise settled, a written grievance shall be filed no later than five working days after the findings of the inspector and the dispute shall be referred immediately to step 3 as provided for in Article XXIII, Settlement of Disputes, Section (c)(3). If upon final resolution of the dispute, as provided above, it is determined that an abnormally unsafe or abnormally unhealthy condition within the meaning of this section existed, the Employee shall be paid for all earnings he lost, if any, as a result of his removing himself from his job. In those instances where a determination has been made, as provided above, that an Employee did not act in good faith in exercising his rights under the provisions of this Agreement, he shall be subject to appropriate disciplinary action, subject, however, to his right to file and process a grievance. In no event, however, shall such discipline for failure to act in good faith be imposed prior to the

review between at least one member of the Mine Health and Safety Committee and mine management required under paragraph (2) of this Section (i).

(5) None of the provisions of this section relating to compensation for Employees shall apply where the Employer withholds or removes an Employee or Employees from all or any area of a mine, or where a federal or state inspector orders withdrawal or withholds an Employee or Employees from all or any area of a mine. However, this section is not intended to waive or impair any right to compensation to which such Employees may be entitled under federal or state law, or other provisions of this Agreement.

(6) The provisions of this section shall in no way diminish the duties or powers of the Mine Health and Safety Committee.

Section (j) **Physical Examination**

(1) Physical examination, required as a condition of or in employment, shall not be used other than to determine the physical condition or to contribute to the health and well-being of the Employee or Employees. The retention or displacement of Employees because of physical conditions shall not be used for the purpose of effecting discrimination.

(2) When a physical examination of a recalled Employee on a panel is conducted, the Employee shall be allowed to return to work at that mine unless he has a physical impairment which constitutes a potential hazard to himself or others.

(3) That once employed, an Employee cannot be terminated or refused recall from a panel or recall from sick or injured status for medical reasons over his objection without the concurrence of a majority of a group composed of an Employer-approved physician, an Employee-approved physician, and a physician agreed to by the Employer and the Employee, that there has been a deterioration in physical condition which prevents the Employee from performing his regular work. Each party shall bear the cost of examination by the physician it designates and shall share equally the cost of examination by the jointly designated physician.

(4) Where an Employer challenges the physical ability of an Employee or panel member to perform his regular work and is subsequently proven wrong, the Employee shall be compensated for time lost due to the Employer's challenge, including medical examination expenses incurred in proving his physical ability to perform the requirements of the job.

Section (k) **Minimum Age**

No person under 18 years of age shall be employed inside any mine nor in hazardous

occupations outside any mine; provided, however, that where a state law provides a higher minimum age, the state law shall govern.

Section (l) **Workers' Compensation and Occupational Disease**

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

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

Safety equipment and devices, including electric cap lamps, self-rescuers, personal ear plugs, prescription safety glasses exclusive of eye examination costs, nonprescription safety glasses or goggles, and knee pads, shall be furnished by the Employer without charge. The Employee shall use and take reasonable care of equipment provided by the Employer. The Employer shall not be required to provide personal wearing apparel such as clothing, shoes, boots where worn as part of normal footwear, hats, belts, and gloves. Instead of supplying such personal wearing apparel, the Employer shall pay each Employee an annual protective clothing allowance. The protective clothing allowance will be $335 during each of the years 2013, 2014, 2015, 2016, 2017 and 2018; payable to each active Employee on the first payday following January 1 of each year. A new Employee will be entitled to the appropriate allowance on the first payday following his employment. No Employee shall be entitled to more than one clothing allowance during any contract year. Hip boots or waders shall be kept by the Employer at the mine and issued for use on the job to the Employee as unusual circumstances warrant. The Employer has the right to provide uniforms in lieu of a clothing allowance.

Section (n) **Maintenance**

A maintenance program shall be established at each mine to ensure that equipment is maintained in a safe operating condition. Such programs shall include the requirement that equipment operators report promptly all equipment defects of which they have actual knowledge. Maintenance Employees shall exercise required safety precautions while carrying out their duties.

Section (o) **Special Safety Problem Areas**

To provide a specific contractual solution to safety problems which regularly occur and to insure uniform health and safety practices, the parties agree as follows:

(1) The Employer shall establish a program for operation and maintenance of all hoisting facilities and emergency escapeways. The escapeways shall be passable by injured Employees requiring stretchers, and shall be equipped with directional signs using reflective material.

(2) The Employer shall design, build and maintain all coal waste embankments and water impoundments in accord with statutory and regulatory requirements.

(3) The Employer shall maintain at each mine a thoroughly equipped first-aid station and make appropriate arrangements for a doctor or nurse to be on call on short notice in cases of emergencies.

(4) The Employer shall provide a safe, quick and efficient means of transporting injured or sick Employees from any section of the mine to the surface and from the surface to nearby medical facilities.

(5) When an Employee is injured during his shift, he shall be promptly removed from the mine, and, upon submission of proof of medical treatment for that injury, he shall be paid for the complete shift. When an Employee becomes sick during his shift, and leaves because he cannot perform his work, he shall be paid until he reaches the portal.

(6) The Employer shall equip all port-a-buses where used with first-aid kits and potable drinking water stored for emergency purposes.

(7) The Employer shall station a responsible employee on the surface available to communicate at all times with Employees when they are at work underground.

(8) The Employer shall provide a safe mantrip for every miner as transportation in and out of the mines to and from the working section.

(9) No Employee shall be required to lift more weight than he or she is physically capable of lifting.

(10) Engineer and Pumper Duties--When required by the Employer, engineers, pumpers, firemen, power plant and substation attendants shall under no conditions suspend work but shall at all times protect all the Employer's property under their care, and operate fans and pumps and lower and hoist persons or supplies as may be required to protect the Employer's coal mine and other related facilities.

(11) The Employer shall prohibit cutting, welding or burning in the face areas of any underground mine when any miners are inby unless the contaminated air is immediately directed into a return air course, or unless the cutting, welding or burning is far removed from the working areas so as to present no hazard to the men inby.

(12) The Employer shall regularly instruct all Employees as to the location of all escapeways and the proper procedure to be followed in cases of emergency exit. When an Employee is assigned to work in a section with which he is not familiar, his foreman shall inform him of the designated escapeways for that section.

Section (p) **Settlement of Health or Safety Disputes**

When a dispute arises at the mine involving health or safety, an immediate, earnest and sincere effort shall be made to resolve the matter through the following steps:

(1) By the aggrieved party and his immediate supervisor. Any grievance which is not filed by the aggrieved party within twenty-four (24) hours following the shift on which the grievant reasonably should have known of such grievance shall be considered invalid and not subject to further consideration under the grievance procedure. If the grievance is not settled at this step, the BCOA-UMWA Standard Health and Safety Grievance Form shall be completed and signed jointly by the parties.

(2) If no agreement is reached at step 1, the grievance shall be taken up by the Mine Health and Safety Committee, the UMWA district health and safety representative and mine management within four days of the conclusion of step 1.

If the dispute involves an issue concerning compliance with federal or state mine safety laws or mandatory health or safety regulations, the appropriate federal or state inspection agency shall be called in immediately and the dispute shall be settled on the basis of the inspector's findings, with both parties reserving all statutory rights of appeal. If the dispute is not settled, a record shall be made of the position of the parties and the evidence at this step.

(3) If no agreement is reached at step 2 within five (5) days, the dispute shall be referred to an arbitrator for settlement in accordance with the procedure under Article XXIII, Section (c)(4).

The grievant shall have the right to be present at each step, if he so desires, of the foregoing procedures until such time as all evidence is taken. A decision reached at any stage prior to step 4 of the proceedings above outlined shall be reduced to writing and signed by both parties. The decision shall be binding on both parties and shall not be subject to reopening except by mutual agreement.

Article IV--WAGES AND HOURS

Traditional Schedules

Section (a) **Basic Work Week**

The basic work week shall begin at 12:01 a.m. Monday and end at 11:59 p.m. on Sunday. Overtime will be paid at time and one-half, and will only be paid for hours worked in excess of forty (40) hours in the basic work week, which includes work performed on Saturday and Sunday. Paid time off will always be paid at straight time rates. The only paid time off that shall count for the purpose of establishing an Employee's eligibility to receive overtime pay for hours worked over forty (40) in the basic work week is paid time off for Regular Vacation Days, paid time for holidays, paid time for bereavement leave, paid time off for jury duty, paid time off for military leave, and reporting pay. (Example: An Employee who works a regular 10 hour shift Monday through Thursday and takes an approved bereavement day on Friday will receive 10 hours of bereavement pay for Friday calculated at time and one-half, if Friday is a regularly scheduled work day and the Employee would have worked 10 hours that day but for his or her bereavement leave.)

Section (b) **Basic Work Day**

(1) INSIDE EMPLOYEES: For all inside Employees a work day of eight (8) hours from portal-to-portal, which means collar-to-collar or bank-to-bank, is established including a staggered thirty (30) minutes for lunch, and without any intermission or suspension of operation throughout the day. Overtime beyond forty (40) hours per week shall be paid for at time and one-half.

(2) OUTSIDE EMPLOYEES: For all outside Employees except those covered in paragraph (3) of this section (including all surface mine and coke oven Employees), a work day of seven (7) hours and fifteen (15) minutes is established including a staggered thirty (30) minutes for lunch, and without any intermission or suspension of operations throughout the day. Overtime beyond forty (40) hours per week shall be paid for at time and one-half.

(3) OUTSIDE CONTINUOUS EMPLOYEES: For all outside continuous Employees who are engaged at powerhouses, substations and pumps operating continuously for twenty-four (24) hours daily, and continuous hoisting engineers, a work day of eight (8) hours is established including a staggered thirty (30) minutes for lunch and without any intermission or suspension of operations throughout the day. Overtime beyond forty (40) hours per week shall be paid for at time and one-half.

Section (c) **Alternate Work Schedules**

In order to address employment and overtime issues, and notwithstanding the Traditional Schedules set forth in this Article and the Alternative Schedules set forth in Appendix C of this Agreement, the parties agree that alternate work schedules may be adopted pursuant to the following procedure. Any such alternate schedules shall be governed solely by the following procedure of this Section.

At least thirty (30) days before the proposed implementation of any alternate work schedule, the Employer and the Local Union will meet to consider in good faith any modifications to the proposed schedule that may be suggested by either party. The proposed schedule may change the basis on which overtime is paid. At the conclusion of such thirty (30) day period, the Employer may install an alternate work schedule if mutually agreed to and ratified by the Local Union.

Notwithstanding any other provision in this Agreement to the contrary, the parties agree that the Employer may establish a 2007 New Inexperienced Miner's Optional Work Schedule as set forth in Appendix D of this Agreement.

Section (d) **Lampman**

The lampman is not a continuous Employee under subsection (b)(3). A lampman works seven and one-quarter hours (7¼) at straight time. Overtime beyond forty hours per week shall be paid for at time and one-half.

Section (e) **Saturday, Sunday and Holiday Work**

(1) Work performed on Saturday and Sunday shall be paid for at regular rates except where work performed Saturday and Sunday is in excess of 40 hours worked in the basic work week. Work performed on holidays shall be paid for at time and one-half rates. (Example: An Employee who works on a holiday will be paid time and one-half for all hours worked, which will count towards the forty (40) hours necessary to earn overtime for the basic work week, and his hours of holiday pay will also be counted towards the forty (40) hours necessary to earn overtime pay for the regular work week.) No coal will be produced or processed on the Christmas Eve and Christmas Day holidays provided for in this Agreement; coal may be produced, processed or loaded for shipment on all other holidays provided for in this Agreement, and Saturdays and Sundays, provided that Sunday (for those Employees on a traditional schedule whose work week begins on Monday) and holiday work shall only be worked at the Employee's option, and in accordance with the procedure set forth in subparagraph (6) below.

(2) The Employer shall have the right to operate on any day of the week, including Sundays and holidays. Work on the seventh consecutive day and all holidays is optional. No Employee shall be disciplined or discriminated against for exercising his right to refrain from working on the seventh consecutive day.

(3) All Employees at mines which produce coal six (6) days per week on a traditional schedule shall be given a fair and equal opportunity to work on each of such six (6) days. Laying off individual Employees during the week for the purpose of denying them six (6) days' work is prohibited.

(4) The Employer has the right to operate on Sundays and holidays by scheduling full or partial operations and/or full or partial crews on any shift. Nothing in this Article shall affect the Employer's right to operate with less than a full complement on any day or shift in the event scheduled Employees do not report for work. Where the Employer schedules partial operations and/or partial crews for any reason, such work must be shared on an equitable basis to the extent practicable.

(5) The Employer shall have the right to schedule maintenance crews, powerhouse and substation Employees, pumpers, lamphouse and bathhouse men, firemen, fan attendants, switchboard operators and other similar Employees for Saturday and Sunday work and schedule their days off during the first five (5) days of the work week (except continuous hoisting engineers as now provided in subsection (b)(3) hereof). However, such Employees shall be given the opportunity to work the same number of days per week as the number of days on which the mine produces coal if the mine is operating on a traditional schedule, and shall be given equal opportunity to share the available work on holidays, except that Sunday or holiday work may be scheduled at the Employer's discretion so long as the opportunity to work on Sundays or holidays is shared on an equitable basis to the extent practicable and work on the seventh consecutive day is voluntary.

(6) In the event the Employer knows that work will be available on holidays or Sunday (for Employees working on a traditional schedule), the Employer will post a notice that such work is available. Such notice will be posted before the end of the day shift on the Wednesday before the Sunday (or four days before a holiday) on which such work is available. Employees shall have until the end of the day shift on Thursday (or three days before a holiday) to volunteer for such work, and the Employer shall notify those volunteers who will work by the end of the day shift on Friday (or two days before a holiday).

(7) Except in cases of emergency, all Employees required to perform idle day work on Saturday will be notified by the preceding Thursday. The Employer shall post a list of the Employees required to perform idle day work on Saturday before the end of the day shift on the Thursday prior to the Saturday on which such work is required.

(8) An Employee called to work on idle days at a rate less than his regular classified rate may decline to perform that work at lower rates on idle days.

(9) Idle day work must be equally shared in accordance with past practice and custom. An overtime roster must be kept up to date and posted at each mine for the purpose of distributing overtime on an equitable basis to the extent practicable.

(10) Work voluntarily performed in the production or processing of coal on Sundays

and holidays must be shared equitably to the extent practicable among those Employees who volunteer for the work.

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

The standard daily wage rates paid for work performed under this Agreement and set forth in Appendix A and the job titles within the respective classifications are grouped in Appendix B, Part I, which includes the five grades for underground jobs in deep mines, Appendix B, Part II, which includes the five grades for jobs in strip and auger mines, and Appendix B, Part III, which includes the four grades for jobs in preparation plants and other surface facilities for deep or surface mines. The standard daily wage rate for each job classification shall be the standard daily wage rate for all job titles included in such classification. The list of job titles within each classification indicates only the rates to be paid to Employees bearing such job titles. No Employer shall have authority to introduce any job title or any classification into a mine in which it does not presently exist, except where permitted under any Skills Enhancement Program adopted by the parties pursuant to Article XVI(h).

The Employer may, after thirty (30) days notice to the Mine Committee, increase the hourly rate for any designated job title during the term of this Agreement in order to maintain a stable and quality workforce. If, within management's sole discretion, economic conditions require a decrease in the hourly rate previously implemented under this paragraph, management may, after thirty (30) days notice to the Mine Committee, reduce any rate increase implemented under this paragraph, provided that under no circumstances shall the hourly rate be less than the then current hourly rate for the job title as established by this Agreement.

Where an Employee believes that the duties which he is required to perform are appropriate to a job title and classification other than those which have been assigned to him, he may file and process a grievance under Article XXIII (Settlement of Disputes) to be classified under the proper job title. Should an arbitrator decide that the complaining Employee has been improperly classified, he shall order the Employer to properly classify him under the proper job title. If the new classification involves a higher rate, the Employer shall reimburse him for all wages he would have earned had he been properly classified, retroactive to the date he filed his grievance. The time limit for the filing of grievances imposed by Article XXIII, Section (d) (Settlement of Disputes) shall not be applicable to this section.

Article V--HELPERS ON FACE EQUIPMENT IN UNDERGROUND MINES

Section (a) **Assignment of Helpers**

Helpers to assist each continuous mining machine operator on each continuous mining

section, or to assist each roof bolting machine operator on each continuous mining section and each conventional section are not required by this Agreement. The Employer shall appoint a classified Employee to temporarily assist a continuous miner operator or a roof bolting machine operator when the Mine Safety Committee and Mine Management agree that conditions require a helper.

Section (b) **Reassignment of Helpers**

No person employed in a helper position as of the Effective Date will be laid off as a result of Section (a) above, but will instead be assigned to a different job as soon as practicable. Such assignment shall occur when a position becomes available and shall not result in the layoff or loss of regularly scheduled hours of any Employee. When a dispute arises under this Section concerning the reassignment of persons employed in a helper position, it shall be adjudicated through the grievance machinery and in such proceedings the following rule will apply: the burden is on the Employer to prove that the reassignment of helpers in violation of this Section has not occurred.

Article VI--SHIFTS AND SHIFT DIFFERENTIALS

Section (a) **Multiple Shifts**

The Employer shall have the right to work all the mines or any one or more of them extra shifts with different crews. When the mine works only one shift, it shall be in the daytime, but this shall not prevent cutting and loading at night in addition to the day shift cutting and loading.

Section (b) **Hoisting of Coal**

The hoisting of coal shall be permitted on each shift.

Section (c) **Shift Differentials**

Shift differential payments are not required under this Agreement.

Article VII--MINE COMMUNICATION COMMITTEES

The parties recognize that, for their joint benefit, the prosperity and efficiency of the coal industry are dependent upon their ability to work cooperatively.

At the earliest practicable date after the introduction of the new Agreement, top level International Union and Employer representatives shall tour the mines throughout the industry in an effort to promote improved relationships and as an introduction to the below described program. Subsequent similar tours during the term of the Agreement shall also be developed as appropriate.

In order to further implement this expression of purpose, a Mine Communication Committee shall be established at each mine. The Union representation on the Committee shall be the Local President, the Mine Committee Chairman and the Safety Committee Chairman. The Union members shall be certified to the Mine Management and a corresponding number of Employer members shall be certified to the Union. The Employer and Union members of the Committee shall meet at mutually agreeable times, but no less than once each month. The function of the Committee shall be to identify and discuss any problems or potential problems which, if unresolved, could interrupt the steady and regular operation of the mine.

The representative of management or the local union President may from time to time suggest to the Employer areas of special concern consistent with the purposes of the Committee and the provisions of this Agreement. The functioning of this Committee shall not affect the existing rights of either party under any other provision of this Agreement.

Article VIII--STARTING TIME

Section (a) **Shift Starting Time**

Each shift shall have a regular starting time established in accordance with past practice and custom.

Section (b) **Lowering Employees**

Employees shall be at the shaft collar or the bank in time to be lowered so as to be in the mantrip at the scheduled departure time. In mines where it is necessary to lower Employees at brief intervals, depending on the size and speed of the cages, platforms or other devices used to transport persons in shafts and slopes, their starting time may be reasonably staggered before or after the regular shift starting time in order to permit the safe and orderly lowering of the Employees.

Section (c) **Safety and Maintenance**

The Employer may stagger the starting time for individual Employees who perform safety, maintenance or other functions essential to the safe and efficient operation of the mine or surface facility.

Section (d) **Surface Facilities**

The regular shift starting time in surface facilities, such as preparation plants, cleaning plants and shops, need not be the same as the regular shift starting time for the mine.

Section (e) **Changing Crews**

The Employer has the right to change crews at the location where work is being performed, whether production or non-production, including the right to require reasonable amounts of overtime as necessary to allow for such change-outs.

Article IX--ALLOWANCES

Section (a) **Bereavement Pay**

When death occurs in an Employee's immediate family (spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother or sister, step-father, step-mother, step-children, grandfather, grandmother and grandchildren), an Employee upon request will be excused for up to three (3) days, two (2) to be consecutive and include the day of the funeral and the third at the Employee's option. The Employee shall receive pay at his regular or applicable overtime rate, provided it is established that he attended the funeral.

Section (b) **Jury Duty**

When a regular Employee is called for jury service, he shall be excused from work on the days he is required to appear in court. Employees called for jury duty, upon proof of such service and of the amount of pay received therefor, will be paid whatever sum, if any, is necessary in addition to the fees received for jury duty service to reimburse him for earnings lost because of such jury duty, including payment at his regular or applicable overtime rate.

Section (c) **Reporting Pay**

Unless notified not to report, when an Employee reports for work at his usual starting time, he shall be entitled to four (4) hours' pay whether or not the operation works the full four hours, but after the first four (4) hours, the Employee shall be paid for every hour thereafter by the hour, for each hour's work or fractional part thereof. If, for any reason, the regular routine work cannot be furnished, the Employer may assign the Employee to other than the regular work. Reporting pay shall not be applicable to any portion of the four hours not worked by the Employee due to his refusal to perform assigned work. Notification of Employees not to report means reasonable efforts by management to communicate with the Employee.

Section (d) **Military Duty**

When an Employee is called to active duty in the armed forces, the National Guard or the reserves, including emergency call-ups and summer encampment training, he shall be excused from work. Upon proof of service and the amount of pay received therefor, the Employee is entitled to receive a maximum of two (2) weeks pay in any calendar year at

his regular or applicable overtime rate, less any amounts received by the Employee from the armed services, the National Guard or reserves for such period.

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

(1) During the calendar year 2013, each classified Employee with one year or more of classified service with the Employer shall become eligible for Personal or Sick Leave, at his regular rate for any six (6) working days on which the Employee is absent from work for reasons of sickness, accident, emergency, or personal business. Employees with accrued and unused Personal or Sick Leave Days as of July 1, 2013 can designate for use during the last six months of 2013 their unused days in accordance with the provisions of Article XIV Section (a). The balance of Personal or Sick Leave Days accrued and unused (including any unused days carried over from the prior year), if any, will be paid as soon as practicable after the Effective Date, but no later than August 31, 2013.

During the calendar years 2014 and 2015, each classified Employee with one year or more of classified service with the Employer shall become eligible for Personal or Sick Leave, at his regular rate, for any three (3) working days on which the Employee is absent from work for reasons of sickness, accident, emergency, or personal business.

During the calendar year 2016, each classified Employee with one year or more of classified service with the Employer shall become eligible for Personal or Sick Leave, at his regular rate, for any four (4) working days on which the Employee is absent from work for reasons of sickness, accident, emergency or personal business.

During the calendar years 2017 and 2018, each classified Employee with one year or more of classified service with the Employer shall become eligible for Personal or Sick Leave, at his regular rate, for any five (5) working days on which the Employee is absent from work for reasons of sickness, accident, emergency or personal business.

During the calendar years 2014, 2015, 2016, 2017 and 2018, each eligible Employee may elect to designate two (2) of the Employee's available Graduated Vacation Days as specified in Article XIV Section (a) to be treated as Personal or Sick Leave days.

(2) Paid Personal or Sick Leave shall not be utilized for any period of less than one (1) full regular workday.

(3) To the extent practicable, the Employee shall notify his immediate supervisor at least twenty-four (24) hours in advance of the shift or shifts for which he will be unable to report. In the event of sudden sickness, accident, or emergency, the Employee shall make a reasonable effort to notify his immediate supervisor at least two (2) hours in advance of the shift on which he is scheduled to work.

(4) If, at the end of any calendar year, an Employee has not exhausted the paid Personal or Sick Leave for which he becomes eligible under this Section, he shall receive pay in lieu of such leave at his regular rate. His regular rate shall be the rate in effect at the end of such calendar year for the payroll period which includes the last workday of the calendar year. The Employee has the option of designating that pay in lieu of taking unused Personal or Sick Leave Days shall be placed in the Union Savings Plan referenced in Article XX of this Agreement.

(5) Personal or Sick Leave Days shall not be counted as part of the seven (7) day waiting period under the sick and accident pay program unless the Employee is disabled as a result of sickness or accident so as to be prevented from performing his regular classified job and his disability is certified by a physician legally licensed to practice medicine.

(6) In the event an Employee is absent from work and has not requested a Personal or Sick Leave Day in advance of his absence, the Employer may pay the Employee for that day and charge the Employee with a Personal or Sick Leave Day if the Employee has not already exhausted such days.

The Employer may charge up to two (2) Personal or Sick Leave Days for each absence occurrence of more than one (1) consecutive day. For example, if an Employee is absent four (4) consecutive work days, he may be charged only with two (2) such days.

Personal or Sick Leave Days may be charged against the seven (7) day waiting period under the Sickness and Accident Program, but will not affect sickness and accident eligibility.

Section (f) **Family and Medical Leave**

(1) Any Employee who has been employed for a total of at least twelve (12) months with Employers signatory to this Agreement and has worked for a covered Employer at least 1,250 hours over the previous 12 months shall be entitled to 12 weeks of unpaid leave of absence consistent with the provisions of the Family and Medical Leave Act of 1993 for any of the following reasons:

a. because of the birth of a son or daughter of the Employee and in order to care for the son or daughter;

b. because of the placement of a son or daughter with the Employee for adoption or foster care;

c. in order to care for the spouse, or a son, daughter, or parents, of the Employee, if such a spouse, son, daughter, or parent has a serious health condition;

d. because of a serious health condition that makes the Employee unable to perform the functions of his job.

Such leave may be taken on an intermittent or reduced basis for the birth or adoption of a child if the arrangement is approved by the Employer in advance. Leave for serious health conditions -- either of a family member of the Employee or of the Employee -- may be taken intermittently or on a reduced schedule if such leave is medically necessary.

e. because of a qualifying exigency arising out of the fact that the eligible Employee's spouse, son, daughter, or parent is on active duty or notified of an impending call or order to active duty in a foreign country by the regular Armed Forces, National Guard, Reserves, or as a retired member of the regular armed services or reserves pursuant to certain provisions of law as set forth and covered by the FMLA ("military exigency leave"). The categories of qualifying exigencies for which leave may be taken are: Short-notice deployment (up to seven calendars days of leave to address any issue that arises when a covered military member is called to active duty seven days or fewer before deployment); Military events and related activities (to attend any ceremony, event, program, or activity sponsored by the military, a military service organization, or the American Red Cross); Childcare and school activities; Financial and legal arrangements to address the covered military member's absence; Counseling for oneself, a covered military member, or child, other than by a health care provider, necessitated by a call to active duty; Rest and recuperation with a covered military member who is on temporary, short-term R&R during a period of deployment; Post-deployment activities (to attend military-sponsored events within 90 days after deployment); Additional activities arising from a call to active duty that are agreed upon between the Employer and the Employee.

f. in those instances where an eligible Employee is the spouse, child, parent, or next of kin of a covered service member (as those terms are defined by law), he/she may be granted up to twenty six (26) weeks of Military Caregiver Leave during a 12-month period to care for the service member. A covered service member includes a member of the Regular Armed Forces or the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the member medically unfit to perform the duties of the member’s military office, grade, rank or rating, and who is undergoing medical treatment, recuperation or therapy; is otherwise in military outpatient status, or otherwise on the temporary disability retired list. It also includes care for a service member who aggravates a prior injury or illness during the course of his military service, and veterans who undergo medical treatment, recuperation or therapy for a qualifying injury or illness as long as the service member was a member of the reserves or armed forces at any time during the 5 years before the veteran undergoes treatment.

(2) During the period of all leaves of absence covered by this Section, the Employee shall continue to accrue seniority, vacation, pension, and all other employment benefits

provided by this Agreement. Health care and dental care shall continue during the leave of absence.

(3) An Employee who intends to take unpaid leave under the FMLA should give the Employer advance notice of his or her intention to take FMLA leave 30 calendar days before the leave is to commence. Where the need for FMLA leave is not foreseeable 30 days before the leave is to commence, the Employee shall give the Employer notice of the Employee's intent to take unpaid FMLA leave as soon as practicable upon learning of the need for FMLA leave. Nothing in this provision shall diminish an Employee's rights to paid leave under this Agreement, regardless of whether the paid leave might also qualify as FMLA leave.

(4) In the event that a request for leave is made by an Employee eligible for leave under the Family and Medical Leave Act of 1993, the following shall apply:

a. Unpaid Leave

Family and medical leave is unpaid leave, except as provided in subsection (b) below.

b. Use of Paid Leave

(1) If an Employee requests leave based on the birth or adoption of a son or daughter or the need to care for a sick parent, son, daughter or spouse, the Employee shall first substitute all of the Employee's accrued vacation and personal leave for leave available under the Family and Medical Leave Act. Such paid leave shall count toward the Employee's 12-week leave entitlement.

(2) If an Employee requests leave based on the Employee's own serious health condition or the serious health condition of the parent, spouse, son or daughter, the Employee shall first substitute all of the Employee's accrued vacation, personal and sick leave, and, if eligible, sickness and accident benefits, for leave available under the Family and Medical Leave Act. Such leave shall count toward the Employee's 12-week entitlement.

c. Miscellaneous

An Employee shall be entitled to only such family and medical leave as required by the Family and Medical Leave Act and any applicable laws of the State in which the Employee is employed. Nothing herein waives or limits the rights the Employer has under the Family and Medical Leave Act including, but not limited to, the right to require medical certifications to support requests for leave and for return to work, to transfer temporarily Employees taking intermittent leave, and to designate, where permissible, leave taken by Employees as leave under the Family and Medical Leave Act.

Article X--WAGE INCREASE

Each Employee covered by this Agreement shall receive a wage increase in accordance with the schedule below:

Effective Date	Wage Increase
January 1, 2015	$0.50 per hour
January 1, 2016	$0.50 per hour
January 1, 2017	$0.50 per hour
January 1, 2018	$0.50 per hour

The above wage increases are already included in the standard hourly and daily wage rate set forth in Appendix A.

Effective July 1, 2016, this Agreement may be reopened for the sole purpose of negotiating and establishing wage rates for 2017 and 2018 based on then-current coal market conditions, provided however, that such increase shall not exceed ten (10) percent of the 2016 wage rate, and further provided that the ten (10) percent, or any amount of increase, must include the wage increase for 2017 and 2018 already scheduled in Article X. In the event the parties are unable to reach agreement concerning the amount of the wage increase the issue shall be referred to binding arbitration, which shall be governed by the procedures agreed to between the Union and the Employer, and not the procedures set forth in Article XXIII.

Article XI--SICKNESS AND ACCIDENT BENEFITS

Section (a) **General Purpose**

The general purpose of the Sickness and Accident Benefits Plan established by this Article is to protect Employees against financial hardship resulting from sickness or accident suffered on or off the job, by providing compensation for earnings lost.

Section (b) **Eligibility**

Any Employee with six (6) months or more of classified employment with the Employer who becomes disabled as a result of sickness or accident (including pregnancy-related disability), so as to be prevented from performing his regular classified job, and whose disability is certified by a physician legally licensed to practice medicine, shall be eligible to receive Sickness and Accident Benefits under this Plan. An Employee whose disability is the result of a mine accident suffered while he has been a classified Employee of the Employer shall be eligible to receive Sickness and Accident Benefits

effective with his first day of classified employment. Benefits will not be payable for any period during which the Employee is not under the care of a licensed physician.

For the purposes of this Article, "classified employment" means employment in a classified job which has not been broken by quitting, discharge, retirement, or refusal to return to work following layoff pursuant to the terms of Article XVII.

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

Benefits shall be terminated in the event that the Employee (1) receives a pension pursuant to Article XX; (2) receives Social Security old-age benefits; (3) accepts employment with another signatory Employer or with any employer not signatory to this Agreement; or (4) voluntarily severs employment with his Employer.

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

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

Sickness and Accident Benefits shall begin with the first day of disability resulting from an accident, and with the eighth day of disability resulting from sickness, except that if the Employee is hospitalized because of a disabling sickness requiring surgical treatment or intensive care, benefits shall begin with the first full day of hospitalization.

Benefits for disability resulting from an accident, either on or off the job, shall be payable for a maximum of 52 weeks, regardless of the length of the Employee's classified employment with the Employer at the time of the accident.

Benefits for disability resulting from sickness shall be payable according to the following schedule:

Length of Classified Employment with the Employer At Date Disability Commences	Maximum Number of Weeks

At least 6 months but less than 1 year…….	6
At least 1 year but less than 5 years…….	13
At least 5 years but less than 10 years…….	26
At least 10 years but less than 15 years……...	39
15 years or more……...	52

If an Employee returns to work after receiving Sickness and Accident Benefits for less than the maximum number of weeks to which he is entitled, and is then absent again within 90 days due to the same sickness or accident which disabled him originally, there shall be no waiting period for benefits payable during the remaining weeks of his eligibility but the period during which he again receives benefits will be considered with the first period as one continuous period of disability. If the second absence results from a different sickness or accident, the first absence does not affect the duration of benefits for which the Employee shall be eligible for the second absence. If the Employee returns to work for 90 calendar days between two periods of disability, the second period shall not be considered as being due to the same sickness or accident as the first disability.

A change in the cause of the Employee's disability during a continuous period of absence from work on account of disability does not extend the maximum duration of Sickness and Accident Benefit payments.

In the event that an Employee becomes disabled prior to the commencement of a strike or work stoppage, his eligibility for benefits shall not be affected by the strike or work stoppage. In the event that an Employee becomes disabled during a strike or work stoppage, the seven-day waiting period, if applicable, will run, but the Employee shall not be entitled to receive benefit payments for any day of disability during the strike or work stoppage.

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

The amount of Sickness and Accident Benefits payable under this Plan shall be $430 per week for disabilities occurring during 2013 and $470 per week for disabilities occurring during the years 2014, 2015, 2016, 2017 and 2018. All weekly benefit payments shall be prorated over a seven-day week (Monday through Sunday).

Benefits shall be reduced by deducting any or all of the following forms of compensation to the extent that they are applicable to and are payable for the same sickness or accident and the same period for which the Employee qualifies for Sickness and Accident Benefits under this Plan: (1) Workers' Compensation benefits for temporary or permanent disability, including state Black Lung benefits; (2) State or Federal disability benefits, exclusive of veterans' benefits; (3) Social Security primary disability insurance benefits; and (4) Federal Black Lung benefits.

Payment of Sickness and Accident Benefits shall not be made for any days during an Employee's disability for which he receives wage allowances pursuant to this Agreement, but the duration of Sickness and Accident Benefits for which the Employee is eligible shall be extended by an equal number of days.

Payment of benefits shall be made by check every two weeks, for all days during the preceding two weeks in which the Employee was eligible for benefits.

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

To be eligible for payment of benefits, the Employee must give written notice of disability to the Employer, including certification by a licensed physician upon request by the Employer, within 21 days after the day claimed as the first day of disability. If, however, the Employee is unable to give such notice within the 21-day period due solely to physical incapacitation and notice is subsequently given by the Employee when his physical condition improves sufficiently to allow him to give such notice or have it furnished by someone else on his behalf, this 21-day limitation will not apply. The Employer shall be responsible for promptly forwarding the Employee's claim to an acceptable insurance carrier as described in Section (f) of this Article, unless the Employer elects to provide benefits directly, in which case any undisputed claim shall be paid within fourteen days of receipt of the Employee's claim.

Section (f) **Structure and Administration**

The establishment, administration, and operation of the Sickness and Accident Benefits Plan shall be the joint responsibility of the Employer and the Union.

The Trustees of the United Mine Workers of America Health and Retirement Funds as defined in Article XX shall prepare and make available to the Employers and the Union a list of at least five (5) and initially not more than fifteen (15) acceptable insurance carriers, based upon scrutiny of model plans provided by the respective carriers and such other criteria as the Trustees may deem pertinent. Subsequent thereto, the Trustees may add additional carriers to the list at their discretion. Upon the approval of the Employers, this list shall be distributed to all signatory Employers. Each Employer shall be solely and individually responsible for provision of the benefits set forth in this Article, either directly or through such of the acceptable insurance carriers as he may designate. If an Employer elects to provide benefits directly, he shall notify the Trustees and shall file with the Trustees an agreement to conform to the purposes and objectives of this Plan.

The Employer or his insurance carrier shall have the right to take reasonable steps to investigate the factual aspects of an Employee's claim, including examination of the Employee by a physician at the Employer's or carrier's expense, in the event of a dispute over medical evidence. A dispute unresolved after such investigation shall be subject to

resolution at the fourth step of the grievance procedure as set forth in Article XXIII (Settlement of Disputes). A representative of the Department of Occupational Health of the International Union shall have the right to assist a grievant.

The Trustees shall have the right to investigate fully any or all disputed claims in order to establish consistency of coverage and of the awarding of claims and benefits. Based upon such investigation, the Trustees shall, at the end of the first 12 months experience with this Plan, prepare a report to the Employers and the Union and shall, pursuant to such report, prepare a revised list of acceptable insurance carriers, based upon the experience of the preceding year. The list may be further revised thereafter at the discretion of the Trustees. The Trustees shall have the power to remove any insurance carrier from the list for failure to provide the benefits described in this Article in a manner consistent with the terms of the Plan, and, in the event that an insurance carrier is so removed, it shall be the responsibility of any affected Employer to cancel any policy or policies he may have with any such disqualified insurance carrier, and to replace such policy or policies with a policy or policies provided by an acceptable insurance carrier, not less than 30 days after notification by the Trustees.

If, on the basis of their investigation of disputed claims, the Trustees find evidence that an Employer who elects to provide benefits directly has done so in a manner inconsistent with the terms of the Plan, the Trustees shall first inform such Employer and shall request that he establish coverage through any of the acceptable insurance carriers that he may designate. If the Employer fails to do so, and if the Trustees find that he is continuing to provide benefits in a manner inconsistent with the terms of the Plan, the Trustees may take such action as they deem necessary, including any and all legal means, to enforce compliance with the terms and objectives of the Plan.

In the event that a carrier makes available additional or extended coverage based upon Employee payment of premiums, or an Employee chooses to seek such coverage from another carrier, nothing in this Article shall be construed as prohibiting such voluntary expansion of coverage. At the request of the Employee, and in accordance with the terms of Article XV (Checkoff), the Employer shall deduct such premium payments.

Article XII--HOLIDAYS

Section (a) **Holidays Observed**

The following holidays shall be observed during the term of this Agreement:

New Year’s Day
Memorial Day
Independence Day

Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas
The Employee's birthday (in calendar years 2016, 2017 and 2018)

DURING THE FIRST 6 MONTHS OF THIS AGREEMENT, there shall be six (6) paid holidays: Independence Day (July 4, 2013); Labor Day (September 2, 2013); Thanksgiving Day (November 28, 2013); Friday after Thanksgiving (November 29, 2013); Christmas Eve (December 24, 2013, in honor of Jock Yablonski); and; Christmas Day (December 25, 2013).

DURING THE YEAR 2014, there shall be eight (8) paid holidays: New Year's Day (January 1, 2014); Memorial Day (observed on May 26, 2014); Independence Day (July 4, 2014); Labor Day (September 1, 2014); Thanksgiving Day (November 27, 2014); Friday after Thanksgiving (November 28, 2014); Christmas Eve (December 24, 2014, in honor of Jock Yablonski); and Christmas Day (December 25, 2014).

DURING THE YEAR 2015, there shall be eight (8) paid holidays: New Year's Day (January 1, 2015); Memorial Day (observed on May 25, 2015); Independence Day (July 4, 2015); Labor Day (September 7, 2015); Thanksgiving Day (November 26, 2015); Friday after Thanksgiving (November 27, 2015); Christmas Eve (December 24, 2015, in honor of Jock Yablonski); and Christmas Day (December 25, 2015).

DURING THE YEAR 2016, there shall be nine (9) paid holidays: New Year's Day (January 1, 2016); Memorial Day (observed on May 30, 2016); Independence Day (July 4, 2016); Labor Day (September 5, 2016); Thanksgiving Day (November 24, 2016); Friday after Thanksgiving (November 25, 2016); Christmas Eve (December 24, 2016, in honor of Jock Yablonski); Christmas Day (December 25, 2016); and in honor of John L. Lewis, the Employee's birthday.

DURING THE YEAR 2017, there shall be nine (9) paid holidays: New Year's Day (January 1, 2017); Memorial Day (observed on May 29, 2017); Independence Day (July 4, 2017); Labor Day (September 4, 2017); Thanksgiving Day (November 23, 2017); Friday after Thanksgiving (November 24, 2017); Christmas Eve (December 24, 2017, in honor of Jock Yablonski); Christmas Day (December 25, 2017); and in honor of John L. Lewis, the Employee's birthday.

DURING THE YEAR 2018, there shall be nine (9) paid holidays: New Year's Day (January 1, 2018); Memorial Day (observed on May 28, 2018); Independence Day (July 4, 2018); Labor Day (September 3, 2018); Thanksgiving Day (November 22, 2018); Friday after Thanksgiving (November 23, 2018); Christmas Eve (December 24, 2018, in

honor of Jock Yablonski); Christmas Day (December 25, 2018); and in honor of John L. Lewis, the Employee's birthday.

Section (b) **Sunday Holidays**

If any of the foregoing holidays, except the birthday holiday, fall on a Sunday, it shall be celebrated on the following Monday.

Section (c) **Monday Holidays**

For a traditional schedule, if any of the foregoing holidays are celebrated on a Monday, work on the Saturday preceding the holiday is optional for the Employees (except for those Employees covered by Section (o)(10) of Article III (Health and Safety)).

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

Employees who work on the foregoing holidays, including designated birthday holidays as provided in Section (g) below, will be paid one and one-half their regular rate for all time worked plus eight (8) hours holiday pay for underground Employees and seven and one-quarter (7.25) hours holiday pay ("holiday pay") for outside Employees, provided however, that outside Employees who are regularly scheduled to work eight (8) hours a day will be paid eight (8) hours holiday pay. If an Employee works on a holiday, both the hours worked and the hours of holiday pay, shall count for the purpose of establishing an Employee's eligibility to receive overtime pay for hours worked over forty (40) during the basic workweek.

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

Underground Employees who do not work on the foregoing holidays will be paid eight (8) hours pay at their regular hourly rate for such day, and outside Employees shall be paid seven and one quarter (7.25) hours holiday pay at their regular hourly rate for such day, provided however that outside Employees who are regularly scheduled to work eight (8) hours a day will be paid eight (8) hours holiday pay, and further provided such Employee was not absent his last scheduled day prior to or the first scheduled day following the holiday because of an unauthorized work stoppage. For purposes of establishing an Employee's eligibility to receive overtime pay for hours worked over forty (40) during the basic work week, holidays not worked shall be credited as eight hours worked for underground Employees; and seven and a quarter hours worked for surface Employees unless they are regularly scheduled to work eight (8) hours per day.

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

When a holiday occurs, other than a birthday holiday, during an Employee's scheduled vacation, he shall be paid for the holiday not worked in addition to his vacation pay and may not designate another day he wishes to take as a holiday.

Section (g) **Birthday Holidays**

If in 2016, 2017 and 2018 the Employee's birthday occurs on a day when the mine or other facility at which he is employed works, the Employee has the option of taking his birthday off and receiving holiday pay, or he has the option of working on his birthday and receiving time and one-half for all time worked plus holiday pay.

If an Employee's birthday falls on any day on which he is not scheduled to work, including but not limited to February 29 or on any other scheduled holiday or during the vacation period, or on a Sunday (if on a traditional schedule), he may designate another day to celebrate his birthday holiday by electing one of the following:

(1) designating another day to be off (and taking off such day) within the first ten (10) days of actual work by the Employee following the birthday holiday for which he shall be entitled to holiday pay or

(2) designating another day to work (and working such day) within the first ten (10) days of actual work by the Employee following the birthday holiday for which he shall be entitled to time and one-half for all time worked on that day plus holiday pay.

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

An Employee forced to cease work because of injury or personal illness, including coal workers' pneumoconiosis, will for one (1) year following such injury or illness be compensated for all holidays when due occurring during the following 364 days provided he establishes medical proof of illness or injury.

Section (i**) Time of Payment**

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

Article XIII--REGULAR VACATION

Section (a) **Annual Vacation Shutdown Periods**

Vacation periods and pay for 2013 shall be governed by the provisions in the Employer’s 2011 Wage Agreement. Beginning in 2014, there will be the following three vacation shut down periods.

The First Regular Vacation Shutdown Period – beginning at the start of the Monday shift preceding the July 4th holiday (or beginning on July 4th if July 4th falls on a Monday) and concluding at the end of the Sunday shift following July 4th (or on July 4th if July 4th falls on Sunday).

The Second Regular Vacation Shutdown Period – beginning at the start of the Monday shift preceding Thanksgiving and concluding at the end of the Sunday shift following Thanksgiving.

The Third Regular Vacation Shutdown Period – beginning at the start of the Monday shift preceding Christmas Eve (or beginning Christmas Eve if Christmas Eve falls on a Monday) and concluding at the end of the Sunday shift following Christmas Day (or on Christmas Day if Christmas Day falls on Sunday).

Section (b) **Staggered Regular Vacation**

To further assure a continued supply of coal and extend employment opportunities any Employer may, irrespective of past practice to the contrary, operate his mine without interruption and schedule regular vacations for each Employee at his mine during the calendar year. In the event the Employer elects to operate his mine without interruption, he must file a written declaration with the International District Vice President of the respective UMWA District in which the mine is located by January 1 of the years 2014, 2015, 2016, and 2017.

Should the Employer elect to operate his mine without interruption, vacation periods shall be scheduled by the Employer at the times desired by individual Employees so long as this will not interfere with efficient operations as determined by the Employer and so long as not more than 15 percent of the work force at a mine elects to be off on the same day. Should there be a conflicting choice of vacation between two or more Employees, the choice will be determined on a seniority basis. Each Employee shall have as much advanced notice of his scheduled vacation as practicable. Employees, at their option, may take vacation in one-week segments consisting of seven consecutive days for which they will receive five (5) days of regular vacation pay, or two-week segments consisting of fourteen (14) consecutive days for which they will receive ten (10) days pay.

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

(1) Effective in 2014, Employees can earn 0.833 Regular Vacation Day for each month they are employed during the Qualifying Period. The maximum number of Regular Vacation Days that may be earned in a Qualifying Period is 10.

(2) Except for mines subject to Section (b), for the purpose of providing vacation pay,

all earned Regular Vacation Days must be used as follows:

Four (4) earned Regular Vacation Days will be paid during the First Vacation Period. Employees will also receive holiday pay for Independence Day.

Three (3) earned Regular Vacation Days will be paid during the Second Vacation Period. Employees will also receive holiday pay for Thanksgiving Day and the Friday after Thanksgiving.

Three (3) earned Regular Vacation Days will be paid during the Third Vacation period. Employees will also receive holiday pay for Christmas Eve and Christmas Day.

Employees who have earned less than 10 Regular Vacation Days shall, nonetheless, be afforded the right to observe the Vacation Periods, and pay for the vacation period shall be adjusted accordingly. The Employee may observe the unpaid days as excused time off.

(1) Qualifying Period: All Employees with a record of one year's standing from June 1 to May 31 prior to the First Regular Vacation Shutdown Period shall receive ten regular vacation days paid at the Employee's day wage rate to be applied as provided for in this Section with the following exception:

Employees who enter or return from the armed services to their jobs during the qualifying period shall receive the full regular vacation due for the periods in question. The Employee's regular vacation wage will be his regular hourly wage rate, for all normally scheduled hours, at the time his vacation is due.

(2) Sick and Injured Employees: All the terms and provisions of district agreements relating to vacation pay for sick and injured Employees not in conflict with this Agreement are carried forward to this Agreement and payments are to be made in the sum as provided herein.

(3) Pro Rata Payments: Pro rata payments of regular vacation for the months they are on the payroll shall be provided for those Employees who are given employment or who leave their employment during the Qualifying Period.

Section (d) **Floating Vacation Days**

Special rule for 2013: For the calendar year 2013, each active Employee with one year of continuous employment with the Employer shall be entitled to four (4) additional days of paid vacation, provided, however, that any unused Floating Vacation Days as of July 1, 2013 (including days carried over from the prior year) may be taken in the last half of 2013 only in accordance with Article XIV Section (a). For 2013, the provisions of

paragraph (2) below shall apply where applicable.

For calendar years 2014 and 2015 each eligible Employee shall be entitled to two (2) Floating Vacation Days. For calendar years 2016, 2017 and 2018 each eligible Employee shall be entitled to three (3) Floating Vacation Days.

The provisions of paragraphs (2) and (3) of Section (c) shall apply to this section.

(1) Daily Basis

Floating Vacation Days shall be taken either on a consecutive or non-consecutive day basis at such times as desired by the Employee so long as approved by the Employer at least 30 days in advance, and in accordance with the principles of Section (b) of this Article. Subject to said notice and approval, an Employee shall not be denied the opportunity to take these days at some time during the calendar year in which they are due.

(2) Christmas Shutdown Period in 2013

During 2013, three (3) Floating Vacation Days shall be used with the Christmas Eve and Christmas Day Holidays to provide for a shutdown period beginning at 12:01 a.m., Monday, December 23, 2013, and ending 12:01 a.m., Saturday, December 28, 2013. Any Employee who is eligible for fewer than the number of Floating Vacation Days used during the 2013 Christmas Shutdown Period will be paid only for the number of days eligible (plus the Holidays) and shall observe the remaining days as excused time off without pay.

(3) Unused Days

If at the end of any calendar year an Employee has not exhausted the paid Floating Vacation Days for which he becomes eligible under this Section, he shall receive pay in lieu of such unused Floating Vacation Days at his regular rate for all normally scheduled hours. His regular rate shall be the rate in effect at the end of such calendar year for the payroll period which includes the last workday of the calendar year. The Employee has the option of designating that pay in lieu of taking unused leave days shall be placed in the Union Savings Plan referenced in Article XX.

Section (e) **Time of Payment**

The vacation payment shall be made on the Employee's regular pay cycle. Employees who leave their employment during the qualifying period shall receive their pro rata share of vacation payment at the time they sever their employment. In the event any Employer should sell, lease, transfer, assign or otherwise dispose of his mine, he shall pay to each

of his Employees his pro rata share of vacation payment on the day of such sale, assignment or lease.

Section (f) **Obligation for Payment**

Failure of any Employer signatory hereto to make full and prompt payment of the amounts required hereby, in the manner and on the dates herein provided, shall at the option of the Union, be deemed a violation of this Agreement. This obligation of each Employer which is several and not joint, to so pay such sums, shall be a direct and continuing obligation of said Employer during the life of this Agreement; and it shall be deemed a violation of this Agreement if any mine, to which this Agreement is applicable, shall be sold, leased, subleased, assigned or otherwise disposed of for the purpose of avoiding the obligation hereunder.

Section (g) **Work During Shutdown and Treatment for Overtime**

Where an Employer elects not to stagger vacations, but to close down its mining operations, Employees required to work at coke plants and other necessarily continuous operations on emergency or repair work, including the removal of overburden, and the loading and shipping of coal previously mined and processed shall have vacations at other agreed periods. Employees who are required to work during a regular vacation shutdown shall be assured of taking their regular vacation if they so desire. Should there be a conflict in alternative vacation periods between two or more Employees, the choice shall be determined on the basis of seniority.

Regular Vacation Days shall be treated as days worked for purposes of establishing an Employee's eligibility to receive overtime pay for hours worked over forty (40) during the basic workweek.

Article XIV--GRADUATED VACATION

Section (a**) General**

On or after the Effective Date and for the term of this Agreement, any Employee who has performed work in the calendar year and who had the length of continuous employment (see Section (d) below) with the Employer specified in the table below, shall be entitled to the corresponding additional vacation days each year with pay subject to the following provisions of this Article, provided however, that for 2013 any Employee who has not taken his full allotment of days as of June 30, 2013 may carry over only a maximum of five (5) accrued but unused leave days into the second half of 2013. These five days may consist of a combination of unused Graduated Vacation Days, Personal and Sick Leave Days, or Floating Vacation Days (including any leave days carried over from a prior year), as designated by the Employee. The Employee will be paid for any

accrued, but unused, leave days in excess of five (5) as soon as practicable, but no later than August 31, 2013, provided that Floating Vacation Days that are frozen for use during Christmas Shutdown in 2013 at mines subject to Article XIII Section (d)(2) shall remain frozen and shall not count towards the 5 days to be carried over, and will be paid when applied during the 2013 Christmas Shutdown.

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

In 2014, 2015 and 2016, Employees may take up to five (5) earned Graduated Vacation Days as leave time, and will be paid for any additional days for which the Employee may be eligible, as provided in Section (g).

In 2017, Employees may take up to six (6) earned Graduated Vacation Days as leave time, and will be paid for any additional days for which the Employee may be eligible, as provided in Section (g)

In 2018, Employees may take up to seven (7) earned Graduated Vacation Days as leave time, and will be paid for any additional days for which the Employee may be eligible, as provided in Section (g).

Section (b) **Definition of Additional Days**

For the purposes of this Article, "additional vacation days" means Monday through Friday "working days."

Section (c) **Definition of Continuous Employment**

(1) For the purposes of this Article "continuous employment" means employment

which has not been broken by voluntary quitting, discharge, retirement or a final determination of permanent and total disability under federal and/or state laws which provide compensation therefor.

(2) Continuous employment is NOT interrupted or broken by layoff. Therefore, time spent on an idle panel is counted in determining length of continuous employment. However, continuous employment is broken by refusal to return to work when there is available employment at the mine for those on said panel in accordance with the provisions of Article XVII (Seniority).

(3) Continuous employment is NOT interrupted or broken by transfers from one mine of the Employer to another mine of the same Employer.

(4) Continuous employment is NOT interrupted or broken by the sale, lease, sublease or assignment of any mine to which this Agreement is applicable for Employees who are continued in employment or reemployed from the idle panel by the successor company.

Section (d) **Amount of Continuous Employment**

The amount of continuous employment, or number of additional vacation days to which an Employee is entitled, is determined by the number of years he has been employed by the Employer as of May 31 of the year in which the graduated vacation is due. (Example: the number of days in 2013 is determined by the number of years he has been employed by the Employer as of May 31, 2013. The number of days in 2014 is determined by the number of years he has been employed by the Employer as of May 31, 2014 and so on).

Section (e) **Time of Payment**

Graduated vacation payment shall be made on the last pay day immediately preceding the beginning of the Employee's graduated vacation.

Section (f) **Rate of Payment**

Graduated vacation payment will be based on the Employee's regular hourly rate at the time his vacation payment is due.

Section (g) **Scheduling and Pay in Lieu**

Time for taking the graduated vacation available as leave days shall be determined between the Employee and Employer but will be taken in the calendar year in which they are due. Unused graduated vacation days will be paid by January 31 of the following year. Subject to said election, an Employee shall not be denied the opportunity to take

the available leave days at some time during the calendar year in which they are due. The Employee has the option of designating that pay in lieu of taking unused leave days shall be placed in the Union Savings Plan referenced in Article XX.

Section (h) **Sick and Injured Employees**

An Employee forced to cease work due to injury or illness will be paid his FULL graduated vacation payment for the calendar year in which he ceases work and his FULL graduated vacation payment for the calendar year in which he returns to work.

Section (i) **Conversion of Graduated Vacation Days**

Any Employee may utilize up to two (2) of the Graduated Vacation Days designated as available for leave in the same manner as a Personal or Sick Leave day under Article IX Section (e).

Article XV--CHECKOFF

The membership dues, including initiation fees, and assessments of the United Mine Workers of America and its various subdivisions, credit union, voluntary COMPAC contributions and other voluntary deductions, and Union-sponsored group auto insurance, as authorized and approved by the International Union, United Mine Workers of America, shall be checked off the wages of the Employees by the Employers covered by this contract and shall be remitted by the Employers to the properly designated officers of the Union for distribution to its various branches. Such remittance shall be made within 30 days of the date such amount has been checked off. The Employer shall also submit an itemized statement showing the name of each Employee, his Social Security number, hours worked, and the amount checked off for dues, initiation fees, and assessments. Such itemized statement shall be made within 60 days of the date the checkoff has been made, and shall include a list of Employees from whom dues, initiation fees and assessments have not been collected.

In order that this section may become effective and operate within the limitations of the Labor-Management Relations Act 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 authorizations from each Employee so employed. Upon the presentation to the Employers of such authorizations 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 XVI--TRAINING

Section (a) **Priority**

The parties agree that the establishment of effective training programs for Employees is essential to safe and efficient production of coal. Toward that end the Joint Industry Training Committee shall be continued and shall consist of three (3) representatives appointed by the United Mine Workers of America and three (3) representatives of the industry, appointed by the Bituminous Coal Operators' Association. This Committee shall meet primarily for the purpose of fostering and promoting the advancement of effective training in the industry.

The Joint Industry Committee will give special attention to the problems of Employers operating three (3) or fewer mines and aid in devising training programs for these companies that will permit them to institute effective training programs without imposing undue hardships.

The International Union and the Bituminous Coal Operators' Association shall each assign a trained staff representative to devote full time as long as needed to assist the Joint Industry Training Committee and the Employers signatory hereto in developing and implementing the various training programs provided for herein.

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

(1) Orientation programs for new Employees, regardless of prior experience shall remain in effect, subject to the Employer's right to modify, during the life of this Agreement. Each program shall be developed by the Employer and shall emphasize health and safety with particular emphasis on local conditions and associated hazards.

(2) Existing orientation programs shall be reviewed by the Employer jointly with appropriate officials of the Union (including the local union health and safety committee) upon the Union's request.

Existing programs shall include the elements listed in paragraph (3) of this section. Such review shall be carried out within six (6) months of the Effective Date of this Agreement.

(3) An orientation program for underground mine Employees shall include at least the following elements:

(i) Introduction to mining including a complete tour of underground and surface facilities; instruction and analysis of hazards encountered by inexperienced Employees; instruction in safety laws and regulations and company safety rules applicable to work of inexperienced Employees.

(ii) Description of the line of authority and responsibilities of supervisors and of the authority and responsibilities of the mine health and safety committee.

(iii) Procedures for entering and leaving the mine, including the check-in and check-out system, and procedures regarding the transportation of Employees and materials.

(iv) Escape and emergency evacuation plans.

(v) A review of the mine map with special attention to the escapeway system and the location of abandoned and dangerous areas.

(vi) Instruction in the use, care and maintenance of the applicable self-rescue device.

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

(viii) Instruction regarding roof control, ventilation, rock dusting, dust and noise control plans and procedures at the mine.

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

(x) Instruction in the recognition and avoidance of electrical hazards.

(xi) Instruction regarding use of the mine communication system and the meaning of warning and directional signs.

(xii) Instruction in the prevention of haulage accidents.

(xiii) Instruction in the detection of methane.

(xiv) Instruction regarding general accident prevention.

(4) An orientation program for surface mine Employees or for surface area Employees of an underground mine shall include at least the following elements:

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

(ii) Description of the line of supervisory authority and responsibilities and the authority and responsibilities of the mine health and safety committee.

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

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

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

(vi) Instruction in the recognition and avoidance of electrical hazards.

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

(viii) General instruction in the prevention of accidents.

(ix) Instruction in use of the mine communication system and the meaning of warning signals and directional signs.

(x) Instruction in the current laws and regulations applicable to the tasks and work assignment of the individual Employee.

(5) Orientation programs for Employees at underground mines, surface mines and surface areas of underground mines, shall be not less than four (4) days for inexperienced Employees and not less than one day for experienced Employees. New Employees shall be paid for time spent in orientation programs at the lowest classified rate.

(6) The parties recognize that there may be approved state or federal preemployment programs which cover some of the basic aforementioned elements. In those particular cases where such programs exist, the company may adjust its program so that there shall be no duplication of training, provided that the number of days of orientation required by this Agreement shall not be affected.

Section (c) **General Retraining Programs**

(1) Retraining programs shall remain in effect, subject to the Employer's right to modify, during the life of this Agreement. Each program shall be developed by the Employer and shall emphasize health and safety with particular emphasis on local conditions and associated hazards. Every classified Employee shall participate in a

general retraining program at least once during the calendar years 2013, 2014, 2015, 2016, 2017 and 2018.

(2) A retraining program at an underground mine shall include at least the following elements:

(i) Instruction regarding the roof control plans in effect at the mine and procedures for roof and rib control.

(ii) Instruction regarding procedures for maintaining ventilation and control of ventilation.

(iii) Instruction regarding proper procedures for working on and near moving equipment.

(iv) Instruction regarding proper procedures for riding on and in mine conveyances and the controls in effect for the transportation of Employees and materials.

(v) Instruction in the recognition and avoidance of electrical hazards.

(vi) Instruction in the fundamentals of first-aid.

(vii) Instruction in the use, care and maintenance of the applicable self-rescue device.

(viii) Instruction regarding the escape and emergency evacuation plans, including references to mine maps, main escapeway maps and working section escapeway maps.

(ix) Instruction regarding use of the mine communication system and the meaning of warning and directional signs.

(x) Instruction in the current laws and regulations applicable to tasks and work assignment of the individual Employee.

(3) A retraining program at a surface mine or surface area of an underground mine shall include at least the following elements:

(i) Instruction in the fundamentals of first-aid.

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

(iii) Instruction regarding procedures for escape and evacuation.

(iv) Instruction regarding fire warning signals and fire-fighting procedures.

(v) Instruction in the recognition and avoidance of electrical hazards.

(vi) Instruction in the procedures for recognition and control of hazardous gases and fumes.

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

(viii) Instruction regarding the safe work procedures for night-shift Employees.

(ix) General instruction in the prevention of accidents.

(x) Instruction regarding proper procedures for working on and near moving equipment.

(xi) Instruction regarding proper procedures for riding on and in mine conveyances and the controls in effect for the transportation of Employees and materials.

(xii) Instruction in use of the mine communication system and the meaning of warning signals and directional signs.

(xiii) Instruction in the current laws and regulations applicable to the tasks and work assignment of the individual Employee.

(xiv) Instruction in the proper operation of equipment for equipment operators.

(xv) Instruction in safe procedures for handling explosives for all Employees who may be asked to handle explosives.

(4) The retraining program shall be not less than eight (8) hours for each Employee in each calendar year and shall be presented in increments of not less than two (2) hours. An Employee shall be paid for time spent in retraining programs at the regular rate applicable to his classification.

Section (d) **Safety Training for Specific Job**

After an Employee has been awarded a specific job through job bidding before undertaking the duties of that job he shall receive a thorough job briefing relative to the hazards of the job, including a trial run on the machine or equipment under the direction of an experienced person. At each mine the Employer shall develop a job briefing

program for Employees who have been awarded job bids. Emphasis shall be on health and safety aspects related to the local conditions and hazards of the particular job.

Section (e) **Maintenance Training and Rate of Pay**

The Employer shall establish for each mine a program for training Employees in maintenance jobs. Training vacancies may be posted as Maintenance-Trainee or Electrician-Trainee according to the custom in the mine, but in any event the training program shall include training in mechanical, welding and electrical skills. Management shall select such Employees for training on the basis of seniority and trainability as defined in Section (g) of this Article. The method of training shall be accomplished in consideration of local variations from mine to mine but should in general employ techniques such as progressive job tasks, on-the-job training and classroom training. Each program shall also include a definitive progression of wages and a time schedule which shall be applied on the basis of satisfactory performance.

Vacancies for trainees shall be posted in accordance with actual anticipated needs for developing maintenance skills. Where such skills are presently available within the classified work force, vacancies shall be posted for the job, as the case may be, and not for a trainee.

When an underground Employee is awarded a maintenance trainee job, the starting rate of a trainee shall be at Wage Grade 2. The trainee shall progress to Wage Grade 4 in a maximum of six months if he meets the job standards for the maintenance job. The trainee shall remain at this rate for a maximum of twelve (12) months at which time he progresses to Wage Grade 5 if his progress is such as to meet the standards for the highest rated maintenance job. When a maintenance trainee job is awarded for an outside or surface job (covered by Appendix A, Part II and Part III), the applicable progression shall be Wage Grades 2, 3, and 4.

If a trainee makes more rapid progress by meeting the standards of the program and fully qualifies for the maintenance job before the end of the maximum training period, that fact shall be recognized and if the Employee is assigned to and does perform the highest rated maintenance job and the work associated therewith, he shall be so classified and paid at such highest rate.

Section (f) **New Inexperienced Employees at Underground Mines**

No new inexperienced Employee in an underground mine hired after the date of this Agreement with less than forty-five (45) working days prior underground mining experience shall operate any mining machines at the face, or work on or operate any transportation equipment, mobile equipment or medium or high voltage electricity. All such new Employees shall always work in sight and sound of another Employee for a

period of forty-five (45) days. During this period the new Employee shall be classified as a Trainee in order to permit him to gain maximum familiarity with the work of the mine as a whole, but to minimize exposure to hazards until more extensive experience in underground mining is achieved. At the end of the forty-five (45) working day period, he shall be eligible to bid on any vacancy that arises. Nothing in this section shall authorize any practice more permissive than that established by any applicable law or prior custom and practice.

Section (g) **General Training Provisions**

Any training program shall be conducted in accordance with the following provisions:

(1) Each training program shall emphasize health and safety in addition to the requirements of the job.

(2) Appropriate local and district officials of the Union (including the Mine Health and Safety Committee) shall have the opportunity to review each training program and make comments and suggestions prior to its implementation.

(3) The selection of Employees for training opportunities shall be in accordance with seniority and trainability. Definition of Trainability--trainability shall include a job-related determination of an Employee's ability to absorb the training to be provided, the mental and physical capacity to ultimately perform the job for which he is being trained. The job-related determination shall be based on objective standards which may be an oral, written or work demonstration of trainability for the specific job and the applicant for training may establish his trainability by either oral, written or actual work demonstration or any combination thereof as he may choose.

(4) While in training, management will make periodic evaluations of the Employee's progress or lack thereof. An Employee who fails to complete the training program shall be allowed to return to his prior job, but if it is not available, to the general labor crew where he may bid on the vacancies to which his seniority entitles him.

Section (h) **Skills Enhancement Program**

The Employer has the option to establish on a mine-to-mine basis, a program to enhance the skills of its Employees to reduce, where appropriate, the number of job classifications, job grades and job titles set forth in Appendices A and B. Furthermore, Employees could be assigned to work within any job classification or title developed as part of the program.

Any Skills Enhancement Program must be ratified by a majority vote of those Employees covered by the program before it becomes effective. The International Union

and the Employer each pledge to cooperate in good faith to support the implementation of these programs which improve skill levels and allow the Employer to fully utilize all of the skills of its Employees.

Article XVII--SENIORITY

Section (a) **Definition of Seniority**

Seniority at the mine shall be recognized in the industry on the following basis: length of service and the ability to step into and perform the work of the job at the time the job is awarded.

In awarding bids on job postings, the parties agree that management will not show favoritism or discrimination. To help senior Employees achieve promotion, they shall be given preference to the extent practicable in the filling of temporary vacancies as set out in Section (c) of Article XIX (Classification).

Section (b) **Reduction; Realignment**

(1) Reduction in Work Force

In all cases where the working force is to be reduced, Employees with the greatest seniority at the mine shall be retained provided that they have the ability to perform available work.

(2) Realignment Procedure

When the number of Employees within a job title is to be reduced or Employees are to be realigned, the following procedure shall apply:

(a) The senior Employees (mine seniority) in each job title shall be retained in their respective job title, regardless of shift or portal, up to the number needed in that job title.

(i) If, after such reduction of jobs within a job title, there is an excess of jobs on any shift, that excess number of junior Employees (mine seniority) on that shift will be displaced as to shift but retained within the job title.

(ii) Any Employee who is displaced as to shift within a job title will, to the extent his seniority permits, be reassigned a shift on the basis of shift preference, and for this purpose may displace any Employee junior to him (mine seniority) on any shift within the job title. Any Employee so displaced will be reassigned in the same manner. Any Employees not displaced as to shift under this procedure will retain their pre-realignment shifts.

(b) Those Employees displaced from their job title shall be assigned available jobs on the basis of mine seniority and ability to step in and perform the work of the job at the time, using the following procedure:

(i) The senior Employee in each instance shall be assigned to the job grade having the greatest standard daily wage rate and within which there is an available job. However, if and only if by the end of the meeting required by Section (c) of this Article XVII, the Union informs the Employer in writing that any such displaced Employee wishes to waive the opportunity for the greatest standard daily wage rate in favor of a particular shift, that preference shall be followed to the extent the Employee's seniority permits. In order to be prepared to so inform the Employer of such preference at any such meeting called by the Employer, it is the responsibility of the Union to predetermine Employee preferences.

(ii) Assignment of classifications and job titles within a job grade is within the exclusive discretion of the Employer. However, where there is more than one available job within that job grade, such assignments to the Employees to be assigned within that grade will be made on the basis of retaining in that grade the maximum number of Employees being so assigned who have the ability to step in and perform the available work at that time.

(iii) Shift assignment, except as provided for by subparagraph (i) above, shall be considered only after assignment of job titles has been completed. If within a job title there are two or more shifts available, displaced Employees assigned such job title shall be given shift preference based upon mine seniority.

(c) Any Employee who is not retained in his job title and who does not have the ability to perform an available job under the above procedure shall, to the extent his seniority permits, displace the least senior Employee at the mine holding a job which such senior Employee has the ability to step into and perform at that time. Any Employee displaced under this paragraph (c) shall have the same rights under this paragraph (c). Employees not retained under this procedure will be laid off.

(d) For purposes of this Realignment Procedure only, any Employee on sick or injured status who otherwise has the ability to perform available work will not be denied a job under this procedure solely because of his sick or injured status.

(e) For purposes of this Realignment Procedure only, giving "shift preference" means that Employees will be assigned available jobs in the following descending order: (1) Day, (2) Afternoon, (3) Midnight, unless by the end of the meeting required by Section (c) of this Article XVII the Union informs the Employer in writing that a particular Employee has requested that some other preference be applied to him, in which case that

other preference shall be followed. It is the responsibility of the Union to predetermine alternate shift preferences so as to be prepared to submit such alternate preferences at any such meeting called by the Employer.

Section (c) **Layoff Procedure**

In all cases where the working force is to be reduced or realigned, management shall meet with the mine committee at least 24 hours in advance and review the available jobs and the individuals to be laid off, retained or realigned

Within five (5) days after an Employee is notified that he is to be laid off, he must fill out a standardized form and submit it to mine management. On this form, the laid-off Employee shall list: (1) his years of service at the mine; (2) his years of service with the Employer; (3) his previous mining experience with other Employers and the years of service with each; and (4) the jobs he is able to perform and for which he wishes to be recalled. Additionally, the Employee may also list, on the standardized form, (5) the mines of his Employer within any UMWA district on whose panel he wishes his name to be placed.

Upon receipt of the completed form, the Employer shall within seven calendar days, distribute a copy of the completed form to the Recording Secretary of the Employee's local union and to the respective panel custodians of all mines listed by the Employee at mines where he wishes his name to be placed on the panel in accordance with the provisions of this section.

Section (d) **Panels**

Employees who are idle because of a reduction in the working force shall be placed on a panel from which they shall be returned to employment on the basis of seniority as outlined in Section (a). A panel member shall be considered for every job which he has listed on his layoff form as one to which he wishes to be recalled. Each panel member may revise his panel form once a year.

Section (e) **Panel Custodians**

The superintendent of the mine and the Recording Secretary of the local union shall be joint custodians of the panel records. The Employer may require each panel member to renew his panel form in writing from time to time, but no more than once each year, in order to remain on panels. The Employer shall notify each panel member by certified mail each time the Employer requires such notice, and the panel member shall have 30 days from receipt of the notice to provide written notice of the member’s desire to remain on the panel. Any panel member to whom notice was sent who fails to file his written notice that he desires to remain on the panel shall have his name removed from all panels

of the Employer and shall sacrifice his seniority rights. Notice will be considered to have been sent even if it is returned as undeliverable, provided that the Employer shall furnish all notices that are returned to the Employer as undeliverable to the Union International District Vice President, who shall then have 30 days within which to provide the Employer with new addresses, and that the Employer must send a new notice using a new address, if any, provided by the Union International District Vice President following return of the first notice. The Employer shall have no further obligation to provide notice following return of a second notice as undeliverable. It shall further be the obligation of the laid-off Employee to keep the custodians of all mine panels on which he is entitled to place his name informed of any change of address and/or telephone number where he may be regularly reached. Notice to the last known address of the laid-off Employee by certified mail shall be sufficient notice of recall. The Employee so notified may either accept or reject the job which is available; but if the Employee rejects a job which he has listed as one to which he wishes to be recalled or fails to respond within four calendar days after receipt of such notice or accepts but fails to report for work in a reasonable time his name shall be removed from the panel at that mine and he shall sacrifice his seniority rights at that mine.

Section (f) **Panel Members Accrue Seniority**

Employees who are placed on a panel shall retain the seniority earned prior to their layoff, and, in order to protect their relative seniority standing, will continue to accrue seniority while on the panel. Laid-off Employees who place their names on panels at other mines shall not accrue seniority on the mine panels other than their own.

Section (g) **Right to be Recalled**

Any person on the panel list who secures casual or intermittent employment during the period when no work is available for him at the operation shall in no way jeopardize his seniority rights while engaged in such temporary employment. However, any person on the panel list who secures regular employment at another operation, or outside the industry, and does not return to work when there is available employment at the mine for those on said panel, shall sacrifice his seniority rights at the operation and shall have his name removed from the panel list.

Section (h) **Recall of Persons on Layoff Status**

When a job or training vacancy at a mine exists which is not filled by Employees within the active working force or from the mine panel, the panel custodians will review the list of Employees on the panel from other mines and the Employer shall recall to employment Employees on layoff status in the following order:

(1) If there are no Employees on the mine panel with the ability to perform the work of

the job, then, the Employer shall recall the senior Employee who has such ability from the Employer's other mines within the same UMWA district who has requested his name to be placed on the panel at that mine and has listed the job to be filled as one for which he wishes to be recalled (length of service with an Employer at a mine for purposes of this provision includes total years of service with the Employer within the UMWA district);

(2) If there are no Employees on the mine panel or the District-Employer panel, who have the ability to perform the work of the job, then, the Employer shall recall the senior Employee from the Employer's other mines located in geographically contiguous UMWA Districts who has such ability and is entitled to under Section (c)(5) and has requested his name to be placed on the panel at that mine and has listed the job to be filled as one for which he wishes to be recalled (length of service with the Employer at the mine for purposes of this provision includes total years of service with the Employer).

(3) If there are no Employees on the mine panel or the District-Employer panel or on the geographically contiguous District-Employer panel, who have the ability to perform the work of the job, then, the Employer shall recall the senior Employee from the Employer's other mines from the remaining UMWA districts, who has such ability and is entitled to under Section (c)(5) and has requested his name to be placed on the panel at the mine and has listed the job to be filled as one for which he wishes to be recalled (length of service with the Employer at the mine for purposes of this provision includes total years of service with the Employer).

Signatory companies and coal producing divisions thereof, and wholly owned and controlled coal producing subsidiaries and wholly owned and controlled coal producing affiliates, shall be treated as one and the same Employer for panel rights purposes.

Section (i) **Job Bidding**

Filling of all permanent vacancies and new jobs created during the term of this Agreement will be made on the basis of mine seniority as set forth in the following procedure:

(1) The job or vacancy shall be posted by management in a conspicuous place at all portals of the mine for a period of five (5) calendar days, but no less than three (3) production days, and will be properly identified as to portal (underground mines), job title, wage rate, at non-rotating mines as to shift, and the most recent measurement of respirable dust in the work place (underground mines). If the new job or vacancy does not yet exist, the estimated date when the job or vacancy will exist will also be posted.

(2) Any Employee who believes he has the ability to perform the work of the permanent vacancy or new job shall be entitled to bid on such vacancy during the five-

day posting period.

In addition, eligible panel members will also be considered on the basis of seniority as defined in Section (a) above for permanent vacancies or new jobs that the panel member listed as jobs to which he wished to be recalled. For purposes of this section, a panel member shall be presumed to have bid on each job he has listed on his layoff form as one for which he wished to be recalled.

(3) At the close of the posting period, upon request, the Employer shall make available to the Union panel custodian, the names of all Employees who have bid and panel members who listed the job as one for which they wished to be recalled. Within three (3) production days after the end of the posting period, the senior Employee having the ability to perform the work of the job (including panel members) making a bid for such permanent vacancy or new job shall be selected from the applicants.

In order to fill the present job of the successful bidder, he may be required to remain on his present job for a period of time not to exceed 30 days. If during that 30-day period, the job for which he has been selected is filled by any other Employee, the successful bidder shall receive the established rate of pay for the job for which he has been selected--if that rate is higher than his present job rate--for the actual hours he would have worked on the new job had he not been retained on his present job.

(4) All Employees absent from work due to illness or other legitimate reason during the posting period shall be notified by management of the vacancy. An Employee who is on leave of absence working for the local, district or International Union, if he so requests, shall also be notified by management of the vacancy. The Employer shall, on the date of the posting, give notice to such Employees by certified mail to their last known address.

(5) During the posting period and the selection period, the management shall have the right to fill such vacancy with an Employee they may select. However, the experience an Employee has gained during the posting and selection period shall not be considered as evidence of his ability to perform the job.

(6) No claim shall be recognized by either the Employer or Union representatives for any vacancy after the posting period and the job has been filled by the senior Employee making a bid for the same who has the ability to perform the work of the job.

(7) If the senior Employee bidding withdraws his bid before the end of the posting period, notice of the withdrawal shall be posted next to the job posting and the posting period shall be extended for at least 48 hours to include at least two full production days.

(8) On no more than two occasions during the term of this Agreement may an

Employee be awarded a vacancy or new job which carries the same or lower standard daily wage rate than the job from which he is bidding; except, however, that if there are otherwise no eligible bidders, the senior bidder who has the ability to perform the work of the job shall be awarded such vacancy or new job. Assignment upon realignment or upon being recalled from a panel shall not constitute a bid for purposes of this paragraph, but shall be considered the job from which the Employee is bidding for purposes of determining his eligibility for award of the job he next bids. This paragraph shall not operate to deny an Employee the award of a bid from an inside job to an outside job, provided that Employee has not previously, during the term of this Agreement, successfully bid from an inside job to an outside job; nor shall it operate to deny an Employee the award of a bid from a job to which he was realigned if such job to which he was realigned carries a higher standard daily wage rate than the job to which he last bid before the realignment. No limitation will apply to an Employee who bids on a vacancy or new job which carries a higher wage rate than his present rate.

(9) If an Employee withdraws his bid before the end of the posting period, he shall be ineligible for that job in that instance, but shall retain all bidding privileges for all subsequent jobs. If an Employee does not withdraw his bid before the end of the posting period and is selected for the job, he must accept the job provided the job was properly identified.

(10) If the job which is posted involves work in a "less dusty area" of the mine (dust concentrations of less than one milligram per cubic meter), the provisions of this Article shall not apply if one of the bidders is an Employee who is not working in a "less dusty area" and who has received a letter from the U.S. Department of Health and Human Services informing him that he has contracted black lung disease and that he has the option to transfer to a less dusty area of the mine. In such event, the job in the less dusty area must be awarded to the letterholder on any production crew who has the greatest mine seniority. Having once exercised his option, the letterholder shall thereafter be subject to all provisions of this Article pertaining to seniority and job bidding. This section is not intended to limit in any way or infringe upon the transfer rights which letterholders may otherwise be entitled to under the Act.

(11) The provisions of paragraph (3) above shall apply to postings for the positions of continuous miner operator or roof bolter on continuous mining sections or roof bolter on conventional mining sections which are required by this Agreement to be permanently assigned a full-time helper, except as follows: Subject to the applicable provisions of this Article, permanent vacancies in these machine operator positions shall be awarded to the senior bidder having the ability to perform the work of the job, including an operator or fully-trained helper, but if there are no such bidders the senior fully-trained helper on the shift shall be promoted to such job.

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

Subject to the provisions of Article XVI (Training), a permanent vacancy and new job which remains unfilled after having been posted in accordance with the provisions of Section (i) of this Article may be filled by hiring a new applicant who has the ability to perform the work. If no such applicant is available, and the vacancy is to be filled, a training opportunity for such vacancy shall be posted for a period of seven calendar days, but no less than five (5) production days, and will be identified as a training opportunity for the specific job involved. The Employee who is to be trained shall be selected from the applicants in accordance with the provisions of Article XVI, Section (g) (Training).

The successful applicant shall be offered such on-the-job training or other more formal training opportunities and instruction as determined by management, taking into consideration the complexity, skill and knowledge required for successful performance of the specific job in question.

Section (k) **Transfer to Other Mines of Employer**

Employees laid off in a reduction in force shall at their request be placed on the panel of the other mine or mines of the same Employer in the same UMWA district and the Employee's choice of other UMWA districts, provided that Employees laid off after the Effective Date of this Agreement shall make their requests in writing within the five (5) calendar days following their layoff. Signatory companies and coal producing divisions thereof and wholly owned and controlled coal producing subsidiaries and wholly owned and controlled coal producing affiliates shall be treated as one and the same Employer for panel rights purposes.

When a mine is being abandoned or being closed or there is a reduction in force and work is available at the other mine or mines of the same Employer and the Employees have requested their names be placed on the panel or panels of such mine or mines, the Employees from the mine being abandoned or closed or the Employees laid off in the reduction in force, shall be transferred to the other mine or mines where work is available. They shall be transferred in line with their position on their former mine's panel list but their seniority at the mine to which they are being transferred shall not begin until the date they start work at the new mine with the following exceptions:

When Employees from the mine being abandoned or closed are required to remain there to assist in closing or dismantling work, they will have the right to transfer later, but their seniority will be retroactive to the date when they would have been transferred had they not been required to remain at the mine being abandoned on dismantling work.

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

Section (l) **Leave of Absence**

Employees who have an official request for a leave of absence shall be granted leave to participate in Union activities and to serve as District or International officers or representatives and shall retain their seniority and accrue seniority while they are on such leave. Employees who have an official request for a leave of absence shall be granted leave to accept a temporary Union assignment, not to exceed four (4) consecutive months, and upon the expiration of such leave shall be entitled to return to their former jobs and shifts. Except in cases of District or International Conventions or District Conferences relating to national contract negotiations, no more than two (2) Employees may accept such temporary Union assignments from the same mine at the same time. Permanent Union appointees and those Employees who are elected to district or international office shall be entitled to return to a job, provided that Employees with greater seniority at the mine are not on layoff status, and may bid on such vacancies as are posted. Where, by prior practice or custom, a permanent Union officer or appointee is entitled to return to his job, that practice shall be continued. This provision is retroactive to April 1, 1964.

Section (m) **Permanent and Temporary Supervisors**

Employees who are promoted to a permanent supervisory position exempt from coverage under this Agreement and Employees who are permanent supervisors on the Effective Date of this Agreement shall forfeit their original seniority and panel rights.

Employees may perform supervisory work exempt from this Agreement on a temporary basis, not to exceed sixty (60) working days (cumulative) during any contract year, without loss of seniority.

Section (n) **Shift Preference**

When a permanent vacancy or new job is filled at a mine where shift rotation is not practiced, the Employee with the greatest seniority shall be given preference with respect to the day, afternoon and midnight shift work, on the basis of the same procedure set forth in the job bidding section of this Article.

Article XVIII--TONNAGE RATES AND HAND LOADING

Section (a) **Tonnage Rates**

Hand loaders employed on a tonnage rate basis will be paid a tonnage rate to be negotiated between the Employer and the International District Vice President of the UMWA District in which the company operates subject to the approval of the

International Union. Tonnage rates and portal pay for hand loaders shall be periodically adjusted in accordance with Article X.

Section (b) **Checkweighmen**

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

Cars shall be tared at reasonable intervals and without inconvenience to the operation of the mine. Tare shall be taken of the cars in their usual running condition.

At mines not employing a sufficient number of Employees to maintain a checkweighman, the weight credited to the Employee shall be checked against the billing weights furnished by railroads to the Employer, and on coal trucked from such mines, a practical method to check the weights shall be agreed upon. Such weights shall be checked once a month.

The wages of checkweighmen will be collected through the pay office semimonthly upon a statement of time made by the checkweighmen, and approved by the mine committee. The amount so collected shall be deducted on a percentage basis, agreed upon by the checkweighman and clerk, from the earnings of the Employees engaged in mining coal and shall be sufficient only to pay the wages and legitimate expenses incident to the office.

If a suitable person to act as checkweighman is not available among the Employees at the mine, a man not employed at the mine may be selected upon mutual agreement.

The checkweighman or checkmeasurer, as the case may require, shall be permitted at all times to be present at the weighing or measuring of coal, also have power to checkweigh or checkmeasure the same; and during the regular working hours to have the privilege to balance and examine the scale or measure the cars, providing that all such balancing and examination of scales shall only be done in such a way and at such time as in no way to interfere with the regular working of the mine. It shall be the further duty of checkweighman or checkmeasurer to credit each Employee with all merchantable coal mined by him on a proper sheet or book kept by him for that purpose. Checkweighmen or checkmeasurers shall in no way interfere with the operation of the mine.

Section (c) **Preparation and Cleaning of Coal**

Each district agreement shall provide for the preparation and proper cleaning of coal.

Reject clauses providing as follows shall be eliminated from all district agreements:

"At mines where in order to maintain and improve the earnings of both the loaders and the cutters, and where it is impracticable to maintain loader earnings if all the impurities were removed underground, certain portions of those impurities are loaded and rejected either by hand or mechanical methods at the tipple."

"The question of rejects shall be referred to the local mine committee who shall, with the mine management, determine the amount and quantity of rejects that reach the coal producers' tipples and cleaning plants and an adjustment shall be made in the tare weight of the mine car sufficient to cover this amount and quantity. Should a disagreement ensue, it shall be handled as any dispute arising under this contract. Operators accepting this plan agree to eliminate the practice of docking for impurities as applying to individual workers."

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

Section (d) **Delivery of Cars**

For each mine where the practice now prevails, the delivery of cars to the working places in the mines by pushing will be the subject of local negotiations and will not be prohibited where it is impracticable to deliver them to the working place otherwise than by pushing. Any controversy as to the continuation of the practice where it now prevails must be considered as a dispute and shall be settled promptly in accordance with the customary grievance machinery.

Section (e) **Explosives**

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

Section (f) **Bottom Coal**

To the extent it has been the custom in each district, all bottom coal shall be taken up and loaded by the Employee.

Section (g) **Cutting Coal**

The cutter shall cut the coal as directed by the Employer.

Section (h) **Blacksmithing**

There will be no charge for blacksmithing.

Section (i) **Rockdusting**

Rockdusting shall be done at the expense of the Employer.

Section (j) **Day Men Transferred**

When day men are transferred to loading coal the individual affected, if aggrieved, shall have the right of review under the settlement of disputes procedures provided in this Agreement.

Article XIX--CLASSIFICATION

Section (a) **Working in Classification**

An Employee shall normally be assigned to duties customarily involved with his regular classified job in accordance with the following principles.

Section (b) **Classification Requirement**

Within sixty (60) days of his employment or within sixty (60) days of the effective date of this Agreement, whichever is earlier, each new Employee--unless prohibited by law--shall be classified in a regular, recognized occupation. Failure to so classify such new Employee will result in automatic classification at the rate which is the highest rate for any work performed during the period since he was employed and has not been classified. Nothing in this section, however, shall be understood to require double manning of jobs or prevent return of an Employee to his usual classification following temporary assignment to another job.

Section (c) **Temporary Assignments**

Every reasonable effort shall be made to keep an Employee at work on the job duties normally and customarily a part of his regular job, and to minimize to the extent practicable the amount of temporary assignments of particular individuals to other jobs. However, where a senior Employee has expressed a desire to improve his ability to perform a job to which he wishes to be promoted, to the extent practicable, he shall be given a preference in filling temporary assignments in regard to that job.

Section (d) **Protection Against Discrimination**

In no case may the Employer make a temporary assignment for the purpose of disciplining or discriminating against an Employee.

Section (e) **Compensation for Temporary Assignments**

When an Employee works on another job on a temporary basis, he shall be compensated for the entire shift at the higher of his regular rate or the rate of the job to which he is temporarily assigned. This section shall not be construed to apply to Employees whose regular job duties include the relief of other Employees for short periods of time which do not exceed thirty (30) minutes for each occurrence during the basic workday. For such relief periods, however, the Employee providing relief shall be paid the higher rate.

Article XX--HEALTH, RETIREMENT AND OTHER BENEFITS

Section (a) **General Purpose**

This Article makes provision for pension, health and other benefits for Employees covered by this Agreement, and pension benefits for former Employees who were covered under the United Mine Workers of America Welfare and Retirement Fund of 1950 ("1950 Fund"), and for the spouses and dependents of such Employees. The benefits to be provided are as set forth under separate plans and trusts referred to in Sections (b) and (c) of this Article.

A general description of the benefits to be provided appears immediately following this Article. The specific provisions of the plans will govern in the event of any inconsistencies between the general description and the plans.

(1) Pursuant to the Coal Industry Retiree Health Benefit Act of 1992 (the "Coal Act"), the health benefits (and in some cases the death benefits) provided to retirees who were age and service eligible as of February 1, 1993, and who actually retired by September 30, 1994, are guaranteed by an Act of Congress. The Coal Act, which was enacted with the active support of the United Mine Workers of America and the BCOA, requires responsible employers to provide and pay for these benefits for life. Although, under certain circumstances, employers are permitted to adopt cost containment and managed care programs, the levels of benefits provided to retirees and dependents covered by the Coal Act are fixed by law, and may not be changed by any employer. Employers signatory to this Agreement agree to and will amend their Individual Employer Plan established pursuant to the Coal Act to eliminate any earnings limit that currently applies to eligibility for a Health Card.

Benefits under the Coal Act are provided either by the employer who was providing those benefits on February 1, 1993, or by two newly-created Funds: the United Mine Workers of America Combined Benefit Fund and the United Mine Workers of America 1992 Benefit Plan. Those benefits are not governed by this Agreement.

(2) For purposes of this Article, the 1974 Pension Plan and Trust shall be a continuation of the benefit program established under the UMWA Welfare and Retirement Fund of 1950 (hereinafter the 1950 Fund), and is the surviving plan following the merger of the 1974 Pension Plan and Trust and the United Mine Workers of America 1950 Plan and Trust.

(3) Each participant and beneficiary shall be entitled only to the pension and non-pension benefits provided in and paid from the 1974 Pension Plan and Trust, the Union Savings Plan and Employer benefit plan referred to in Section (c). An individual that is entitled to health benefits from a plan maintained pursuant to the Coal Act will receive benefits from such plan, and not from a plan maintained pursuant to this Article. In addition, an individual that is entitled to death benefit coverage from the United Mine Workers of America Combined Benefit Fund shall not be entitled to death benefit coverage from any plan maintained pursuant to this Article.

(4) Certain of the Employer's current and former Employees (together with their spouses, dependents, and survivors) established eligibility to receive post-retirement Employer-provided lifetime retiree health care benefits ("Retiree Healthcare Benefits") under the National Bituminous Coal Wage Agreement of 2011 and predecessor wage agreements. Those current and former Employees of the Employer, their spouses, dependents and survivors, who are not covered by the Coal Act and whose post-retirement health care benefits are not the obligation of the Aluminum Company of America ("Alcoa") pursuant to the Restated Joint Venture Agreement dated May 2, 1996, are hereinafter referred to as Covered Retirees ("Covered Retirees") and their Retiree Healthcare Benefits will be provided by the Employer only in accordance with the following terms of this Agreement, which shall replace the specific relevant provisions of the National Bituminous Coal Wage Agreement of 2011:

(i). The Employer shall be obligated to continue its administration of Retiree Healthcare Benefits to the Covered Retirees through December 31, 2013 provided that it (or its designated third-party administrator) timely receives the cash necessary to do so from the following funding sources (the "Funding Sources"): (1) any and all payments or reimbursements for or in respect of such benefits received from Peabody Holding Company and its affiliates ("Peabody"); and/or (2) any cash that is remitted from the Patriot Retirees' VEBA ("VEBA") to the Employer to pay for such benefits, which may include any royalty or profit-sharing interest otherwise payable by the Employer to the VEBA as set forth in the VEBA Funding Agreement and any cash balance remaining from the $15 million Initial Funding Contribution (as defined in the VEBA Funding Agreement), to the extent funds remain after the payment of Retiree Healthcare Benefits for the months of July and August 2013 as set forth in the side letter between the Union and Patriot dated July 3, 2013.

(ii). Effective January 1, 2014, the Employer's Retiree Healthcare Benefits obligation to Covered Retirees pursuant to NBCWA Individual Employer Plans or otherwise, and sponsorship and administration of such plans, shall be assumed by the VEBA. Pursuant to this Agreement, the Employer shall have no obligation to the Covered Retirees or Union with respect to the Retiree Healthcare Benefits after December 31, 2013, with the sole exception of satisfying its obligation to maintain the NBCWA Individual Employer Plan obligations for Covered Retirees assumed by the VEBA by making the contributions to the VEBA specified in the VEBA Funding Agreement. The Parties acknowledge and agree that such contributions to the VEBA shall be in full satisfaction of the Employer's obligation to maintain the NBCWA Individual Employer Plans and provide the Retiree Healthcare Benefits thereunder. For the avoidance of doubt, after December 31, 2013, the Employer shall not be deemed to be a sponsor, fiduciary or administrator (within the meaning of or under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or any like term under any other applicable law) of the NBCWA Individual Employer Plans or any other plan, agreement or arrangement covering Covered Retirees.

(iii). Effective September 1, 2013 and on the first business day of each month thereafter through December 2, 2013, the Employer shall deliver to the Union an estimate, based upon predicted average cost, of the funding requirement for the Retiree Healthcare Benefits for the next 60 days (or, if shorter, for the period ending December 31, 2013), which funding shall include fees charged by such third-party administrators retained by the Employer (offset by any payments in excess of the amount required for any prior period and increased by the amount of any unreimbursed benefit costs attributable to any period commencing on or after September 1, 2013), taking into account all of the Funding Sources (the aggregate amount of all such required funding, the "VEBA Payment"). Within five business days of such delivery, the Union shall cause the VEBA to remit to the Employer (or any designated third-party administrator) an amount equal to the full amount of the VEBA Payment. If the VEBA fails to timely deliver the full amount of the VEBA Payment, the Employer shall notify the Union of such failure and provide the Union five business days (the "Cure Period") to cause the VEBA to provide the full amount of the VEBA Payment. Unless otherwise agreed to in writing by the Union and the Employer, the Employer's obligation to provide the Retiree Healthcare Benefits through December 31, 2013 shall immediately cease upon a failure by the VEBA to deliver the full amount of the VEBA Payment at the conclusion of the Cure Period. In such event, (a) the Employer will deliver to the VEBA any cash from or in respect of the Funding Sources that Employer receives from or owes to the VEBA and (b) the Employer's Retiree Healthcare Benefits obligation to Covered Retirees pursuant to NBCWA Individual Employer Plans or otherwise, and sponsorship and administration of such plans shall be assumed by the VEBA and the Employer shall have no obligation to the Covered Retirees or Union with respect to the Retiree Healthcare Benefits with the sole exception of satisfying its obligation to maintain the NBCWA

Individual Employer Plans for Covered Retirees solely by means of payments and other transfers to the VEBA specified in the VEBA Funding Agreement, together with the transfer of any excess amounts of the VEBA Payments not required by the Employer to provide benefits for the period prior to the date of such cessation. The Parties acknowledge and agree that such payments and transfers to the VEBA shall be in full satisfaction of the Employer's obligation to maintain the NBCWA Individual Employer Plans and provide the Retiree Healthcare Benefits thereunder. For the avoidance of doubt, after such cessation, the Employer shall not be deemed to be a sponsor, fiduciary or administrator (within the meaning of or under ERISA or any like term under any other applicable law) of the NBCWA Individual Employer Plans or any other Retiree Healthcare Benefits plan, agreement or arrangement covering Covered Retirees. As soon as practicable after March 1, 2014, the Employer shall deliver to the Union a calculation of the amount by which the actual amount of unreimbursed benefit costs attributable to the period from September 1, 2013 through December 31, 2013 exceed or are less than the aggregate amount of the VEBA Payments made for such period. Promptly following the delivery of such calculation, the VEBA shall remit to the Employer the amount of such excess or the Employer shall remit to the VEBA the amount of such deficit, as applicable.

(iv). At any time on or after September 1, 2013 the level of the Retiree Healthcare Benefits shall be adjusted to the level of benefits directed by the trustees of the VEBA.

(v). The Employer shall not exercise its authority under the 1113/1114 Order of the Bankruptcy Court to reject and/or modify its obligations with respect to the Retiree Healthcare Benefits to the Covered Retirees prior to December 31, 2013, unless and until there is a failure by the VEBA to deliver the full amount of the VEBA Payment at the conclusion of the Cure Period. Effective January 1, 2014, all of the Employer's obligations with respect to Retiree Healthcare Benefits for Covered Retirees shall terminate, with the sole exception of satisfying its obligation to provide such benefits by making the payments to the VEBA specified in the VEBA Funding Agreement. The Parties acknowledge and agree that such contributions to the VEBA shall be in full satisfaction of the Employer's obligation to maintain the Individual Employer Plan and provide the Retiree Healthcare Benefits thereunder. For the avoidance of doubt, after December 31, 2013, the Employer shall not be deemed to be a sponsor, fiduciary or administrator (within the meaning of or under ERISA, or any like term under any other applicable law) of the NBCWA Individual Employer Plans or any other Retiree Healthcare Benefits plan, agreement or arrangement covering Covered Retirees. The Employer will satisfy its obligation to maintain such Plans only by and to the extent it makes cash contributions, royalty and/or profit-sharing payments to the VEBA specified in the VEBA Funding Agreement, together with the transfer of any excess amounts of the VEBA Payments not required by the Employer to provide benefits prior to January 1, 2014.

(vi). The Union covenants not to sue, or otherwise support, encourage or participate in, directly or indirectly any lawsuit against the Employer with respect to the Retiree Healthcare Benefits or the benefits provided by the Employer pursuant to Section (6), other than with respect to a failure of the Employer to take the actions of the Employer described in this Section (4) with respect to the period from September 1, 2013 through December 31, 2013.

(5) Notwithstanding anything herein to the contrary, in the event there is a final, non-appealable order (a "Final Order") in favor of the Plaintiffs in the adversary proceeding captioned Patriot Coal Corp. v. Peabody Holding Co., No. 13-4067-659 (Bankr. E.D. Mo.) ("the "Peabody Action") and such Final Order provides that Peabody may not eliminate its obligations with respect to the Assumed Retirees (as defined in the Peabody Action); then, only to the extent that, and for so long as, the Employer receives reimbursement or Peabody directly pays for the healthcare benefits for the Assumed Retirees, or Peabody causes them to be paid, the Employer's Retiree Healthcare Benefits obligation to the Assumed Retirees will continue to be governed by Heritage Coal Company LLC's Individual Employer Plan as set forth in Article XX of the 2011 NBCWA and will not be adjusted on September 1, 2013 or any date subsequent. If such Final Order provides that Peabody may reduce but not eliminate its obligations with respect to the Assumed Retirees; then, only to the extent that, and for so long as, the Employer receives reimbursement or Peabody directly pays for the healthcare benefits for the Assumed Retirees, or Peabody causes them to be paid, the Employer's Retiree Healthcare Benefits obligation to the Assume d Retirees will continue to be governed by Heritage Coal Company LLC's Individual Employer Plan as set forth in Article XX of the 2011 NBCWA, as such benefits may be adjusted by the Employer commensurate with the level of reduction of Peabody's obligations provided in such Final Order. Notwithstanding the foregoing or anything else to the contrary herein., if the conditions in this paragraph are not met because Peabody ceases reimbursing the Employer or directly paying the Assumed Retirees' healthcare benefits, or otherwise stops causing such benefits to be paid for, upon notice to the Union from the Employer, the Employer's obligation will be governed by paragraph (4) above, retroactive to the date of Peabody's last payment.

(6) Notwithstanding anything herein to the contrary, the Employer's obligations under Heritage Coal Company LLC's Individual Employer Plan as set forth in Article XX of the 2011 NBCWA to those retirees of Squaw Creek (the "Squaw Creek Group") whose retiree healthcare benefits have been paid for by Alcoa pursuant to the Restated Joint Venture Agreement dated May 2, 1996, shall continue unless and until such obligations are assumed by the VEBA as provided in this paragraph. If at any time the Employer no longer receives full payment or reimbursement from Alcoa or Alcoa otherwise fails to pay for the retiree healthcare benefits of the Squaw Creek Group, the Employer shall promptly and vigorously pursue all available legal remedies to cause Alcoa to be required to make (or cause to be made) such reimbursement or direct payment. During the period

of time in which Alcoa is not providing payment or reimbursement for the retiree healthcare benefits of the Squaw Creek Group, the Employer shall deliver to the Union an estimate, based upon predicted average cost, of the funding requirement for the healthcare benefits of the Squaw Creek Group for the next 60 days, which funding shall include fees charged by such third-party administrators retained by the Employer (offset by any payments in excess of the amount required for any prior period and increased by the amount of any unreimbursed benefit costs attributable to any period commencing on or after September 1, 2013), taking into account all of the Funding Sources (the aggregate amount of all such required funding, the "ALCOA VEBA Payment"). Within five business days of such delivery, the Union shall cause the VEBA to remit to the Employer (or any designated third-party administrator) an amount equal to the full amount of the ALCOA VEBA Payment. If the VEBA fails to timely deliver the full amount of the ALCOA VEBA Payment, the Employer shall notify the Union of such failure and provide the Union five business days (the "Cure Period") to cause the VEBA to provide the full amount of the ALCOA VEBA Payment. Unless otherwise agreed to in writing by the Union and the Employer, the Employer's retiree healthcare benefits obligation to the Squaw Creek Group shall immediately cease upon a failure by the VEBA to deliver the full amount of the ALCOA VEBA Payment at the conclusion of the Cure Period. In such event, (a) the Employer will deliver to the VEBA any cash from or in respect of the Funding Sources that Employer receives or owes to the VEBA and (b) the Employer's retiree healthcare benefits obligation to the Squaw Creek Group shall be assumed by the VEBA and the Employer shall have no obligation to the Squaw Creek Group retirees or the Union with respect to retiree healthcare benefits of the Squaw Creek Group, with the sole exception of satisfying its obligations specified in the VEBA Funding Agreement, together with the transfer of any excess amounts of the ALCOA VEBA Payments not required by the Employer to provide benefits for the period prior to the date of such cessation. The Parties acknowledge and agree that such payments and transfers to the VEBA shall be in full satisfaction of the Employer's obligation to provide post-retirement Employer-provided retiree health care benefits to the Squaw Creek Group. For the avoidance of doubt, after such cessation, the Employer shall not be deemed to be a sponsor, fiduciary or administrator (within the meaning of or under ERISA, or any like term under any other applicable law) of the Heritage Coal Company LLC's Individual Employer Plan or any other Retiree Healthcare Benefits plan, agreement or arrangement covering the Squaw Creek Group.

(7) To the extent permitted by law, the VEBA hereby, jointly and severally, releases and indemnifies and holds harmless the Employer, its officers, directors, employees, agents and affiliated persons, and any third-party administrator retained by the Employer (collectively, "Persons") for any loss, claim, damage or expense (including attorneys' fees and expenses, accountants' fees and expenses, special, direct and consequential damages, fines and penalties) when and as incurred by, or asserted against, Employer and such Persons arising out of or in connection with the provision or administration of the Retiree Healthcare Benefits or the administration of the plan(s) under which such benefits

are provided or the performance of their duties or pursuant to instructions received by Employer from the Union, the VEBA or their duly authorized agents as set forth in Article XX, Section (a)(4)(ii)-(v) herein and to fully reimburse Employer and such Persons for any such attorneys' or other fees and expenses when and as incurred by them in connection with any claim, action, proceeding or activities of Employer and such Persons arising out of the provision or administration of the Retiree Healthcare Benefits or the performance of their duties set forth in Article XX, Section (a)(4)(ii)-(v) herein.

(8) Any official communication issued by the International Union or the Employer to Covered Retirees or Employees with respect to this Article XX shall not misrepresent the nature of the Employer's obligations under paragraphs 4 through 6 of this Section.

The general purpose of the plans referred to in this Article shall be to provide health care for working miners and their dependents; pensions for miners upon their retirement; financial support for eligible disabled miners; and financial support for surviving spouses and surviving dependents provided by the 1974 Pension Trust, the Union Savings Plan, and the Employer Benefit Plan referred to in this Article.

Except as otherwise specifically set forth in this Article, it is agreed that the 1974 Pension Trust referred to in this Article is an irrevocable Trust created pursuant to, and within the scope of, Section 302(c) of the Labor-Management Relations Act, 1947, and shall endure as long as the purposes for its creation shall exist.

Section (b) **The Former 1950 Pension Plan and Trust**

(1) Pursuant to action by the UMWA and BCOA, the former United Mine Workers of America 1950 Pension Trust ("1950 Pension Trust") was merged into the United Mine Workers of America 1974 Pension Plan and Trust in 2007. Benefits provided by the former 1950 Pension Plan and Trust are now provided by the 1974 Pension Plan and Trust.

(2) Pursuant to the requirements of the Coal Act, the United Mine Workers of America 1950 Benefit Plan and Trust ("1950 Benefit Trust") and the United Mine Workers of America 1974 Benefit Plan and Trust (the "1974 Benefit Trust") were merged into the United Mine Workers of America Combined Benefit Fund (the "Combined Fund"). The Combined Fund is governed by the terms of the Coal Act, and is not maintained pursuant to this Article.

Section (c) **The 1974 Pension Plan and Trust, the Union Savings Plan, and the Employer Benefit Plan**

(1) The United Mine Workers of America 1974 Pension Trust ("1974 Pension Trust") is incorporated by reference and made a part of this Agreement. The pensions to be paid

from the 1974 Pension Trust are as set forth in the United Mine Workers of America 1974 Pension Plan ("1974 Pension Plan"), which is incorporated by reference and made a part of this Agreement. This Plan is a continuation of the pension program of the 1950 Fund and was effective December 6, 1974.

(2) The Union Savings Plan is sponsored by the Employer. The primary purpose of the Union Savings Plan is to provide supplemental income for Employees after retirement. The Employer will be responsible for payment of the administrative expenses of the Union Savings Plan. In addition to the Employer contributions described in Section (d)(2):

(i) Effective September 1, 2013, each Employee covered by this Agreement may elect to have the Employer pay any portion of his or her wages to the Union Savings Plan, except that the percentage of wages so deferred may not exceed any maximum limitation under the Internal Revenue Code.

In addition, above and beyond any other limitations, each Employee who is at least age 50 during any plan year may contribute additional amounts during that and any subsequent plan year as follows:

Year	Additional Limit
2013 through 2018	$5,000 or such amount that may be allowed by the IRC.

(ii) Each Employee shall have the opportunity to change the percentage of wages so deferred four times per year, subject to reasonable rules and regulations adopted by the Plan.

(iii) All deferred amounts shall be paid to and held by the Union Savings Plan which shall maintain a separate account for each Employee.

(3) Each signatory Employer shall establish and maintain an Employee benefit plan to provide, implemented through an insurance carrier(s) or third-party administrators, health and other non-pension benefits for its Employees covered by this Agreement.

Pensioners under the 1974 Pension Plan and Trust whose last signatory classified employment was with such Employer and who are not eligible to receive benefits from a plan maintained pursuant to the Coal Act may be eligible to receive health benefits from the VEBA. The VEBA is administered by the Union and is not a part of this Agreement. Except as otherwise specifically provided in this Agreement, the Employer's sole obligation to provide retiree health benefits under this Agreement is limited solely to the obligations set forth in the VEBA Funding Agreement.

Any assets of the Employer that are wrongfully transferred to any related individual or related corporate entity prior to the satisfaction of the Employer's obligations to make certain payments and contributions under the VEBA Funding Agreement shall be treated as assets held in trust for the benefit of eligible retirees and other eligible beneficiaries. Such obligation of the Employer may be enforced by the UMWA on behalf of the VEBA.

(4) The plans established pursuant to this subsection are incorporated by reference and made a part of this Agreement, and the terms and conditions under which the health and other non-pension benefits will be provided under such plans are as to be set forth in such plans.

Section (d) **Contributions by the Employer**

(1) During the life of this Agreement, for the periods of time indicated below, each signatory Employer (including those engaged in the production of coal and those not engaged in the production of coal) shall contribute to the 1974 Pension Trust referred to in this Article the amounts specified below based on cents per hours worked by each of the Employer's Employees who perform classified work under this Agreement, including those hours worked by New Inexperienced Miners hired on or after January 1, 2012, who are not participants in the 1974 Pension Trust.

(i) Into the 1974 Pension Trust: for the period beginning on the Effective Date and ending December 31, 2016, $5.50 per hour on each such hour worked.

(ii) In addition to the contributions indicated above, each signatory Employer shall, for the periods of time indicated below, contribute to the 1974 Pension Trust established in this Article in the amounts shown below based on cents per ton on each ton of two thousand (2,000) pounds of bituminous coal after production by another operator, procured or acquired by such Employer for use or for sale on which contributions to the 1974 Pension Trust have not been made (amounts shown below include cents per hours worked contributions converted to tonnage equivalents for the period beginning on the Effective Date and ending December 31, 2016 $1.10 per ton on each such ton.

The parties hereto mutually agree that, if at any time during the term of this Agreement a court or tribunal of competent jurisdiction determines by a final decision that is not appealable that the provision appearing in this paragraph (ii) is invalid or in violation of the National Labor Relations Act, 1947, as amended, or other Federal or state law, the parties shall, at the option of and upon demand by the Union, without affecting the integrity of any other provision of this Section or any other provision of the Agreement, meet and engage in good faith negotiations to agree upon a clause to be inserted into this Agreement in replacement of the provision found invalid or unlawful.

(iii) In the event the BCOA ceases to exist, or in the event that more than 50% of the

tonnage membership of BCOA on the Effective Date has withdrawn prior to the time when the BCOA is required or permitted to take action under this Article, then such action may be taken by a majority vote, based on tonnage, of Employers who were BCOA members on the Effective Date.

(2) In addition to making the Employee wage deferrals specified in Section (c)(2)(i), the Employer shall contribute to the Union Savings Plan each pay period for the period beginning on the Effective Date and ending December 31, 2018:

(i) three (3) percent of each Employee's wages, including paid overtime, for hours worked (as used as the basis for contributions to the 1974 Pension Plan), to be held in a separate account for each Employee, and, in addition

(ii) three (3) percent of each New Inexperienced Miner's wages, including paid overtime, for hours worked (as used as the basis for contributions to the 1974 Pension Plan), to be held in a separate account for the benefit of the New Inexperienced Miner, provided such New Inexperienced Miner was hired after January 1, 2012 and is not eligible to participate in the 1974 Pension Plan and Trust. For purposes of this Agreement, the term "New Inexperienced Miner" shall have the same meaning that term is given by the Trustees of the UMWA 1974 Pension Plan.

(3) Hours of work for purposes of Employer contributions to the 1974 Pension Plan and Trust and the Union Savings Plan described in this Article shall include all hours worked, or fractions thereof, by Employees in a classified job covered by this Agreement. Hours actually worked for which a premium pay of any type is provided shall be treated for purposes of Employer contributions as though worked on a straight-time basis. Reporting pay for hours not actually worked shall not be included for the purpose of making Employer contributions to the Pension Trust and the Union Savings Plan.

(4) The obligation to make payments to the 1974 Pension Trust specified in this Article shall become effective on the Effective Date and the first payments are to be made on the 10th day of each month after the Effective Dates, and thereafter continuously on the 10th day of each succeeding calendar month.

(5) It shall be the duty of each of the Employers signatory hereto to keep current said payments due to the 1974 Pension Trust, and to furnish to the International Union, United Mine Workers of America and to the Trustees of the Trust a monthly statement showing on a mine-by-mine basis the full amounts due hereunder and the tons of coal produced, procured or acquired for use or for sale and the hours worked with respect to which the amounts are payable. Payments to the 1974 Pension Trust shall be made by check payable to:

"Trustees of the United Mine Workers of America 1974 Pension Trust".

The Trustees are hereby authorized to require each signatory Employer to make payment of all contributions to the 1974 Pension Trust by a single check made payable in such manner as may be specified by the Trustees.

(6) Payments shall be delivered or mailed to such location as designated by the Trustees of the 1974 Pension Trust.

(7) Failure of any Employer signatory hereto to make full and prompt payments to the 1974 Pension Trust specified in this Article in the manner and on the dates herein provided shall be deemed a violation of this Agreement. This obligation of each Employer signatory hereto, which is several and not joint, to so pay such sums shall be a direct and continuing obligation of said Employer during the life of this Agreement and it shall be deemed a violation of this Agreement, if any mine, preparation plant or other facility to which this Agreement is applicable shall be sold, leased, subleased, assigned, or otherwise disposed of for the purpose of avoiding any of the obligations hereunder.

(8) Each Employer agrees to give proper notice to the President of the appropriate local union by the 18th day of each month that the Employer has made the required payment to the 1974 Pension Trust for the previous month, as required by this Article, or is delinquent in such payment, such notice to set forth the amount paid to the Trust, or the amount of the delinquency, the tonnage procured or acquired for use or for sale and the hours worked with respect to the mine or mines under the jurisdiction of such local union. Each Employer agrees to give notice to the appropriate President of the Local Union by the 18th day of each month that the Employer has made the appropriate payment to the insurance carrier for the Employer benefit plan established under Section (c)(3) above, or is delinquent in such payment.

(9) Title to all the monies paid into and/or due and owing to the 1974 Pension Trust specified in this Article shall be vested in and remain exclusively in the Trustees of the Trust. It is the intention of the parties hereto that the Trust shall constitute an irrevocable trust and that no benefits or money payable from the Trust shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and that any attempt so to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge the same shall be void.

(10) It is understood that the individual Employees of the Employers agree, through their representative, the United Mine Workers of America, to surrender any personal or individual right to or interest in monies paid or required to be paid to the 1974 Pension Trust pursuant to this Agreement.

(11) The sole obligation under this Section of any Employer signatory hereto shall be to contribute the amounts specified in this Section.

Section (e) **Responsibilities and Duties of the Trustees of the 1974 Pension Plan**

(1) The 1974 Pension Trust shall be administered by a Board of four Trustees, two of whom shall be appointed by the Employers and two of whom shall be appointed by the Union. Either party may, but shall not be required to, appoint an individual to serve as a Trustee on more than one Trust. One of the Trustees appointed by the Union shall be the Chairman. The Board of Trustees shall perform its duties in accordance with the requirements, terms and conditions of the Trust.

(2) It is the intent and purpose of the contracting parties that full cooperation shall be given by each of them to one another, to the Trustees provided for under this Article, and to all affected mine workers, to the eventual coordination and development of policies and working agreements necessary or advisable for the effective operation of the Trust and Plan.

(3) Action which may be required by the Employer in connection with any matter hereunder, including but not limited to the removal or appointment of a Trustee, may be taken by BCOA.

(4) All covenants, rights and obligations accruing to the Trust, and the Trustees of the Pension Trust and Plan, and all breaches, violations and/or defaults of any provision of this Article pertaining to the Trust and Plan, the Trust Agreement, or Pension Plan, shall be enforced by the Trustees, at their discretion, through any and all available legal means, without first exhausting the grievance and arbitration procedures set forth in this Agreement.

Section (f) **Audits, Reports and Notices**

(1) It is agreed by the contracting parties that annual independent audits of the 1974 Pension Trust shall be made by independent certified public accountants to be designated by the Trustees of the Trust. A statement of the results of such audits shall be sent to the contracting parties and shall be made available upon written request to any working or retired miner or to any beneficiary either by mail or at the principal office of the Trust, or at such other place as may be designated by the Trustees.

(2) If the Trustees of the 1974 Pension Trust determine that there is reasonable cause to question the accuracy of the sums paid under Section (d) of this Article, or of any verification thereof made by an Employer for a given monthly or annual period, the Employer shall, upon written request by the Trustees, make available for inspection and/or copying at reasonable times and places to a representative of the Trustees, those records which are necessary to verify the accuracy of the sums paid.

(3) A complete accounting, on a mine-by-mine basis, of contributions received by the 1974 Pension Trust under this Article shall be furnished by the Trustees, at least on a quarterly basis, to the International Union. Such an accounting will also be supplied to the District and Local offices of the Union with respect to the mine or mines under their jurisdiction. Such accounting shall include tonnages of coal procured or acquired for use or for sale, and hours worked with respect to which contributions were paid, together with an identification of any period or periods in which contributions were delinquent, showing the amounts of such delinquencies. The Trustees shall take such action as they deem appropriate to collect any such delinquencies, and shall advise the International Union and the appropriate Districts and Locals of the Union, on at least a monthly basis, of such delinquencies, as long as such delinquencies continue.

(4) Upon the written request of any International, District or Local officer of the Union, the Trustees shall make available within seven (7) days of receipt of such request an up-to-date accounting of contributions made and delinquencies outstanding, in respect to any mine or related facility with respect to which such officer has union jurisdiction.

(5) The Trustees shall furnish the Employer and the Union with such other documentation and information as provided for in the 1974 Pension Trust described herein.

Section (g) **Administration of the 1974 Pension Trusts**

(1) Each Employer shall make available to the Trustees within a reasonable time such information as the Trustees may determine to be reasonably required for the purpose of administering the Trust and Plan.

(2) The Trustees shall respond to all written requests for information, applications, and other communications from beneficiaries within 15 working days from their receipt at the office of the Trust. A response from the Trustees may be either a telephonic communication or a letter acknowledging receipt of such communication from the beneficiary. A pension application must be initially approved or denied within 12 weeks of the receipt of the application. The foregoing shall not apply in the event of delays caused by conditions beyond the control of the Trustees.

(3) The Trustees shall police and monitor the rolls of those entitled to benefits from the Trust. On at least a quarterly basis, the Trustees shall have available a complete listing of current beneficiaries, identified by UMWA district and local union jurisdiction, if applicable. The Trustees shall promptly investigate and determine the eligibility or ineligibility of any beneficiary whose right to receive benefits from the Trust has been challenged by an Officer of the International, District or Local Union or by any Employer. In the event that a beneficiary or beneficiaries shall be determined to be ineligible for health care or other benefits, the Trustees shall take prompt action to correct

the situation.

(4) The Trustees are authorized, upon prior written approval by the Employers and the Union, to make such changes in the 1974 Pension Plan and Trust hereunder as they may deem to be necessary or appropriate.

They are also authorized and directed, after adequate notice and consultation with the Employers and Union, to make such changes in the Plan and Trust hereunder, including any retroactive modifications or amendments, which shall be necessary:

(a) to obtain all necessary determination letters or rulings from the Internal Revenue Service or other applicable federal agencies so as to ensure compliance with all applicable federal laws and regulations and ensure the continued qualification of the 1974 Pension Plan and Trust and the deductibility for income tax purposes of any and all contributions made by signatory Employers to such Trust as paid or incurred;

(b) to conform the terms of the Plan and Trust to the requirements of ERISA, or any other applicable federal law, and the regulations issued thereunder;

(c) to obtain determination letters from the Internal Revenue Service that the 1974 Pension Plan will each meet the requirements of Section 401 of the Internal Revenue Code and the Trust thereunder will be exempt under Section 501(a) of such Code;

(d) to establish the deductibility for income tax purposes of any and all contributions made by the signatory operators to the 1974 Pension Trust as paid or incurred; or

(e) to comply with all applicable court or government decisions or rulings.

Section (h) **Guarantee of the 1974 Plan and Trust**

Notwithstanding any other provisions in this Agreement the Employers hereby agree to fully guarantee the pension benefits provided by the 1974 Pension Fund, during the term of the National Bituminous Coal Wage Agreement of 2011 (“2011 NBCWA”).

In order to fully fund these guaranteed benefits, the BCOA may increase, not decrease, the rate of contributions to be made to the 1974 Pension Trust during the term of the 2011 NBCWA. These contributions, which may be adjusted from time to time, shall be made by all Employers signatory here to during the term of the 2011 NBCWA.

In addition, except as provided in Section (a) of this Article , each signatory Employer hereby agrees to fully guarantee the health benefits provided under its own Employer Benefit Plan described in Section (c)(3) of this Article XX during the term of this Agreement.

GENERAL DESCRIPTION OF THE HEALTH AND RETIREMENT BENEFITS

The following is a general description of certain information contained in the UMWA 1974 Pension Plan and Trust, the Union Savings Plan, and the individual Employer's Benefit Plan. This description is intended merely to highlight certain information; it is not a complete statement of all of the provisions of the 1974 Pension Plan and Trust, nor is it intended to be a Summary Plan Description as defined in the Employee Retirement Income Security Act of 1974, and is qualified in its entirety by, and subject to the more detailed information contained in the Union Savings Plan, the individual Employer Benefit Plan, and the 1974 Pension Plan and Trust. Copies of the 1974 Pension Plan and Trust are on file and available for inspection at the offices of the UMWA Health & Retirement Funds, 2121 K Street, N. W., Washington, D.C. 20037. The specific provisions of the plans will govern in the event of any inconsistencies between the general description and the plans.

The following general description does not apply to plans maintained pursuant to the Coal Act or the VEBA.

(1) PENSIONS FOR MINERS RETIRED UNDER THE FORMER 1950 PENSION PLAN:

Beginning on the Effective Date, pension benefits are according to the following schedules:

(a) For pensioners with at least 20 years of credited service who retired on other than a disability pension, the pension is $425 per month.

(b) For pensioners who retired on a disability pension, the pension is $267.50 per month.

(1A) FORMER 1950 WIDOWS' PENSION:

A Widow's Pension is provided through the 1974 Pension Plan to widows of 1950 Pensioners (as defined in the 1974 Pension Plan). The benefit is $175 per month. Existing as well as future widows of such 1950 Pensioners will receive this benefit.

(2) PENSIONS FOR MINERS WHO RETIRED UNDER THE 1974 PENSION PLAN PRIOR TO THE EFFECTIVE DATE:

Pension benefits for pensioners who retired prior to the Effective Date are continued at current pension benefit levels.

For pensioners who retired on a minimum disability pension, the pension is $250 per month.

(3) PENSIONS FOR MINERS WHO RETIRE ON OR AFTER THE EFFECTIVE DATE:

An eligible working miner who retires on or after the Effective Date and who is eligible for a pension under the terms of this Agreement will receive pension benefits based upon the 1974 Pension Plan. Subject to (4) below, full credit is provided for years worked as a classified Employee in mines of signatory Employers.

The earliest retirement age is 55. A miner may retire at 55 with 10 or more years of signatory service.

Except as otherwise provided herein, pension benefits are increased as a miner accumulates years of signatory service. Benefits are also increased based upon a miner's age at the time of retirement with maximum benefits payable to miners who retire at the age of 62 or more.

In order to calculate the amount of a retirement benefit, it is necessary to add:

(1) the benefit amount for signatory service earned prior to February 1, 1989 ("Pre-1989 signatory service");

(2) the amount for signatory service earned between February 1, 1989, and January 31, 1990 ("1989 signatory service");

(3) the amount for signatory service earned on or after February 1, 1990 and before December 16, 1993 ("Post-1989 signatory service"); and

(4) the amount for signatory service earned on or after December 16, 1993 ("Post-1993 signatory service").

The retirement benefit for signatory service earned prior to February 1, 1989, is the following:

$54.50 per month multiplied by the years of Pre-1989 signatory service for the first 10 such years, plus

$55.00 per month multiplied by the years of Pre-1989 signatory service for the second 10 such years, plus

$55.50 per month multiplied by the years of Pre-1989 signatory service for the third

10 such years, plus

$56.00 per month multiplied by the years of Pre-1989 signatory service for each such year over 30.

The retirement benefit for signatory service earned from February 1, 1989, to January 31, 1990, is $62.00 for a year of 1989 signatory service.

The retirement benefit for signatory service earned from February 1, 1990, to December 16, 1993, is $66.50 per year of Post-1989 signatory service.

The retirement benefit for signatory service earned on or after December 16, 1993 is $69.50 per year of Post-1993 signatory service.

To estimate your pension, use the table at the end of this Agreement.

(3A) NEW INEXPERIENCED MINERS HIRED AFTER 1/1/2012

A New Inexperienced Miner hired on or after January 1, 2012 will not earn vesting service, signatory service or credited service from the 1974 Pension Plan. However, as set forth in Section (d)(2)(ii) of this Article, beginning on the Effective Date and ending when this Agreement terminates the Employer will contribute to the Union Savings Plan an amount equal to three (3) percent of such Employee's wages earned on hours worked (as used as the basis for contributions to the 1974 Pension Plan), to be held for the benefit of the Employee.

(4) SIGNATORY SERVICE:

Effective as of the calendar year 1978, each miner who works at least 1,000 hours in a calendar year as a classified Employee with a signatory Employer will receive credit for a full year of signatory service for the purpose of determining the amount of the pension. Time spent performing contractual obligations (such as safety inspections, mine committee work, etc.) shall be considered as hours worked in the schedule below. Time spent performing work for the UMWA, its districts and local unions in lieu of regular scheduled classified work for the Employer shall be considered as hours worked in the schedule below. A person who is eligible to receive sickness and accident benefits will receive credit as hours worked in the schedule below, for the period of eligibility. Each miner who works less than 1,000 hours in a calendar year as a classified Employee with a signatory Employer will receive credit for the above purpose for a percentage of a year calculated in accordance with the following schedule:

Hours Worked	Percentage of a Year of Signatory Service

less than 250	0
250-499	25%
500-749	50%
750-999	75%
1,000 or more	100%

For the purpose of calculating benefits and/or determining vesting, employment with the United Mine Workers of America, following classified employment with an Employer, shall be treated as signatory service, provided that the employee does not receive a pension from the United Mine Workers of America Pension Plan based on such service.

Notwithstanding the foregoing, a classified Employee working on the weekend/holiday crew as provided in Appendix C shall receive credit for a percentage of a year calculated in accordance with the following schedule:

Hours Worked	Percentage of a Year of Signatory Service
less than 200	0
200-399	25%
400-599	50%
600-799	75%
800 or more	100%

Special Rule for 1993 – For the calendar year 1993, a classified Employee who participated in an authorized strike following expiration of the 1988 Wage Agreement, or who was laid off as a direct result of such an authorized strike, and who worked at least 500 hours will receive credit for a full year of signatory service.

Notwithstanding anything to the contrary contained in this Agreement, any New Inexperienced Miner hired on or after the January 1, 2012 will not earn any vesting, credited or signatory service from the 1974 Pension Plan.

(5) PENSIONS FOR DISABLED MINERS:

A miner who becomes permanently and totally disabled as a result of a mine accident occurring after the Effective Date will become eligible for pension benefits from the 1974 Pension Plan and health benefits from the Employer in accordance with the following schedule:

(a) If a miner has less than ten years of signatory service at the time of retirement, the miner will receive a $250 per month pension benefit and such pensioner and his spouse will be entitled to coverage under the Employer's health benefit plan as provided in paragraph (d), below.

(b) If a miner has ten years or more of signatory service at the time of retirement, the miner will receive the greater of the minimum pension payable to a miner with less than ten years of signatory service or a pension based upon the years of signatory service which the miner has accumulated at the time of retirement calculated in accordance with the benefit schedule in (3) above, and such pensioner and his spouse will be entitled to coverage under the Employer's health benefit plan as provided in paragraph (d), below.

(c) A New Inexperienced Miner who becomes permanently and totally disabled as a result of a mine accident occurring on or after January 1, 2012 shall become eligible for a pension benefit equivalent to that provided in paragraph (a) or (b) above.

(d) An Employee who is permanently and totally disabled as the result of a mine accident after the Effective Date will be eligible for health benefits under the Employer's health plan until the Employee becomes eligible for Medicare and, upon his attaining eligibility for Medicare or his death, his Spouse will remain eligible for such benefits until her death, remarriage or eligibility for Medicare, whichever occurs first.

(6) PENSIONS FOR SURVIVING SPOUSES:

The 1974 Pension Plan provides for Surviving Spouse pensions. Benefits for an eligible surviving spouse will be payable in accordance with the following:

(a) If, on or after the Effective Date, a working miner dies (regardless of cause) and would have been eligible for an immediate pension had the miner retired on the date of death, the surviving spouse will be eligible for a pension equal to 75% of the pension the miner would have received, and will receive this pension until death.

(b) Upon the death of a pensioner, other than a deferred vested pensioner with less than 20 years of service, the surviving spouse of such pensioner will receive a pension equal to 75% of the pensioner's pension until death.

(c) If a miner working on or after the Effective Date becomes eligible for a pension, other than a deferred vested pension with less than 20 years of service, at any time thereafter, upon his death after age 55, the surviving spouse will be entitled to receive a Surviving Spouse pension equal to 75% of the miner's pension until death.

(d) If a miner had completed 10 years of credited service, died as a result of a mine accident during the term of the 1978 or 1981 Wage Agreement, and was not covered by a Surviving Spouse pension (or by any other monthly benefit payable to a surviving spouse under a Wage Agreement), the surviving spouse, if she has never remarried and is surviving on the first day of the month following the Effective Date, will be entitled to receive a lump sum from the 1974 Pension Plan in the amount of $10,000, plus $100 for each month beginning with the first month following the Effective Date and continuing until her remarriage or death.

(6A) PRE-RETIREMENT SURVIVOR'S PENSION:

The Plan also provides a 75% survivor's pension for the spouse of a working miner with 10 years of vested pension rights who dies before retirement age. The pension benefit will be payable to the surviving spouse at the time the miner would have attained age 55.

(7) DEFERRED VESTED OR SPECIAL PENSIONS:

(a) If after the Effective Date an eligible working miner ceases working for any reason, except as provided in (b) below, after completing at least 10 years of signatory employment, and before age 55, the miner will be eligible to receive a pension from the 1974 Pension Plan at age 62, or an actuarially reduced pension at any time after 55. This pension will be calculated in accordance with (3) above.

(b) If after the Effective Date an eligible working miner ceases working and meets the following criteria:

(i) had 20 years of signatory service on date last worked;

(ii) had attained the age of 50 on the date last worked; and either

(iii) had been laid off and had not refused a recall to the mine from which he was laid off; or

(iv) had been terminated under Article III, Section (j) of the Wage Agreement (or if the miner had not been terminated, there had been a deterioration in physical condition which prevented the miner from performing his regular work as determined by a panel of three physicians, if the degree of such physical deterioration is disputed by the Trustees)

and was not employed in the coal industry thereafter; then the miner will be eligible to receive a pension at age 62, or a pension at any time after age 55, reduced by one-quarter of one percent for each full month between the date on which pension benefits begin and the date the miner attains age 62.

(c) Any miner who ceased work prior to July 1, 2011, is eligible to receive a deferred vested pension under the 1974 Pension Plan and satisfies the criteria in (b) above shall have his pension recomputed using the one-quarter of one percent reduction based on the formula in effect at his retirement. Such pensioner shall have his pension increased by any increases applicable to Age 55 Retirement which occurred after the date of his retirement and application for pension. Any increase under this paragraph shall be applied prospectively only.

(d) If on or after July 1, 2011, an eligible working miner ceases performing classified work and meets the following criteria:

(i) he had 20 years of signatory service on his date last worked;

(ii) he had been laid off and had not refused a recall to the mine from which he was laid off; or

(iii) he had been terminated under Article III, Section (j) of the Wage Agreement (or if the miner had not been terminated, there had been a deterioration in physical condition which prevented the miner from performing his regular work as determined by a panel of three physicians, if the degree of physical deterioration is disputed by the Trustees) and was not employed in the coal industry thereafter; and

(iv) his pension is not in pay status on or before August 16, 1996;

then the miner will be eligible to receive a pension at age 62, or a pension at any time after age 55, reduced by one-quarter of one percent for each full month between the date on which pension benefits begin and the date the miner attains age 62.

(e) Special Permanent Layoff Pension--If on or after July 1, 2011, an eligible working miner ceases performing classified work and meets the following criteria:

(i) he had 20 years of signatory service on his date last worked and was less than age 55; and

(ii) (A) he has been permanently laid off under circumstances in which his Employer has permanently closed the mine, or

(B) he has been permanently laid off;

then the miner will be eligible to receive a pension computed under the provisions of (3) above, calculated as if he were then age 55. In the case of a layoff described in (ii)(A) above, the pension will be effective on the first day of the first month following both the layoff and the filing of a pension application. In the case of a layoff described in (ii)(B) above, the pension will be effective on the first day of the first month following both a period of 180 days after the layoff and the filing of a pension application. A miner will be considered to have been "permanently laid off" under (ii)(B) if he has been on layoff status for at least 180 days, and has not refused a recall to the mine from which he was laid off. A miner who receives this special permanent layoff pension benefit, or any other pension benefit under this Article, forfeits all seniority, panel, and recall rights.

(f) Special 30-and-Out Layoff Pension–If an eligible working miner meets the following criteria:

(i) his last day of credited service under the 1974 Pension Plan is on or after January 1, 2002; and

(ii) he had at least 30 years of signatory service on such last day of credited service; and

(iii) he has been laid off and has not refused a recall to the mine from which he was laid off; and

(iv) if, because of a layoff, he was not actively at work as of December 31, 2001:

(I) he earned at least 250 hours of credited signatory service following his return to work, or

(II) he returned to active employment as the result of a recall determined by the Trustees to have been to fill a bona fide job opening, and not for the purpose of entitling the Participant to this Special 30-and-Out layoff pension benefit;
then the miner will be eligible to receive a pension computed under the provisions of (3) above, but with no actuarial reduction on account of age.

(g) 30-and-Out Pension–If a working miner meets the following criteria:

(i) his last day of credited service under the 1974 Pension Plan is on or after July 1, 2011; and

(ii) he had at least 30 years of signatory service on such last day of credited service; and

(iii) if, because of a layoff, he was not actively at work as of December 31, 2001:

(I) he earned at least 250 hours of credited signatory service following his return to work, or

(II) he returned to active employment as the result of a recall determined by the Trustees to have been to fill a bona fide job opening, and not for the purpose of entitling the Participant to this 30-and-Out pension benefit;

then the miner will be eligible to receive a pension computed under the provisions of (3) above, but with no actuarial reduction on account of age.

(h) The Surviving Spouse pension described in paragraph (6) does not apply to the surviving spouse of a miner receiving a deferred vested pension with less than 20 years of service.

(8) LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS:

Life and Accidental Death and Dismemberment Insurance benefits are provided by the Employer for working miners in accordance with the following schedule:

(a) Upon the death of a working miner due to other than violent, external and accidental means on or after the Effective Date through the term of the Agreement, life insurance benefits, in the amount of $90,000 will be paid to the miner's named beneficiary. Spouses who are not eligible for surviving spouse pension benefits, will continue eligibility for benefits from the Employer's benefit plan (also covers dependents) until remarriage, eligibility for Medicare, or for 60 months, whichever occurs first. Benefits will also continue during the term of this Agreement for any spouse whose benefits were in pay status on the Effective Date.

(b) Upon the death of a working miner due solely to violent, external and accidental means on or after the Effective Date through the term of the Agreement, life insurance benefits, in the amount of $180,000 will be paid to the miner's named beneficiary. Spouses who are not eligible for surviving spouse pension benefits, will continue eligibility for benefits from the Employer's benefit plan (also covers dependents) until remarriage, eligibility for Medicare, or for 60 months, whichever occurs first. Benefits will also continue during the term of this Agreement for any spouse whose benefits were in pay status as of the Effective Date.

(c) If a working miner should lose 2 or more members due to violent, external and accidental means on or after the Effective Date through the term of the Agreement, the miner shall receive a $120,000 dismemberment benefit. If a working miner shall lose one member due solely to violent, external and accidental means on or after the Effective Date through the term of the Agreement, the miner shall receive $60,000. A member for the purpose of the above is (i) a hand at or above the wrist, (ii) a foot at or above the

ankle or (iii) total loss of vision in one eye.

(d) Accidental death or dismemberment benefits are not payable if caused in whole or in part by disease, bodily or mental infirmity, ptomaine or bacterial infection, hernia, suicide, intentional self-inflicted injury, insurrection or acts of war or is caused by or results from committing or attempting to commit a felony.

(9) PENSIONER'S DEATH BENEFITS:

(a) Upon the death on or after the Effective Date and through June 30, 2013 of a 1950 Pensioner (as defined in the 1974 Pension Plan), and who is not a participant in the Combined Benefit Fund, a $8,500 death benefit will be paid by the 1974 Pension Plan to his widow, or, in the absence of a widow to his dependents, if any; otherwise a $7,000 death benefit will be paid by the 1974 Pension Plan to his nearest survivor.

Upon the death on or after July 1, 2013 of a 1950 Pensioner (as defined in the 1974 Pension Plan), and who is not a participant in the Combined Benefit Fund, a $10,000 death benefit will be paid by the 1974 Pension Plan to his widow, or, in the absence of a widow to his dependents, if any; otherwise a $8,500 death benefit will be paid by the 1974 Pension Plan to his nearest survivor.

(b) Upon the death on or after the Effective Date and through June 30, 2013 of a pensioner under this Agreement who retired under the 1974 Pension Plan, with other than a deferred vested pension based on less than 20 years of credited service, a $8,500 death benefit will be paid by the 1974 Pension Plan to the named beneficiary of the deceased retiree if such named beneficiary is a surviving spouse or dependent relative; otherwise, a death benefit of $7,000 will be paid by the 1974 Pension Plan to the named beneficiary of such deceased retiree.

Upon the death on or after July 1, 2013 of a pensioner under this Agreement who retired under the 1974 Pension Plan, with other than a deferred vested pension based on less than 20 years of credited service, a $10,000 death benefit will be paid by the 1974 Pension Plan to the named beneficiary of the deceased retiree if such named beneficiary is a surviving spouse or dependent relative; otherwise, a death benefit of $8,500 will be paid by the 1974 Pension Plan to the named beneficiary of such deceased retiree.

For purposes of this paragraph, "a pensioner under this Agreement" means a pensioner who is not entitled to benefits from the Combined Fund, is not entitled to death benefit coverage from a plan maintained by his employer, and who meets one of the following conditions:

i) the pensioner is a participant in the 1992 Benefit Plan;

ii) the pensioner is a participant in the 1993 Benefit Trust;

iii) the pensioner is a participant in an individual employer plan maintained pursuant to the Coal Act and whose last signatory employer ceased producing and/or processing coal prior to December 16, 1993;

iv) the pensioner was entitled to death benefit coverage from the 1974 Pension Plan on February 1, 1993 (or would have been had he been retired or eligible to retire on that date); or

v) the pensioner's last signatory employer (the employer for whom such pensioner last worked in signatory classified employment) is a current 1974 Pension Plan contributor signatory to the 2011 NBCWA or to an agreement (including prior agreements, where applicable) requiring a contribution obligation with respect to the 1974 Pension Plan that is identical to the contribution obligation set forth in the 2011 NBCWA (or prior NBCWAs, where applicable).

(10) HEALTH CARE:

(a) Except as provided in Section (a) of this Article XX, health care benefits provided under the Employer Benefit Plan are guaranteed during the term of this Agreement subject to the terms of this Agreement at the level of benefits provided in the Employer Benefit Plan. Except as provided in Section (a) of this Article XX, no person who was eligible for and receiving benefits from the Plan on the Effective Date will lose eligibility under the Plan during the term of this Agreement unless and until such person becomes subject to a term, condition or event under the Plan that provides for termination of coverage.

(b) Effective July 1, 2013 for medical benefits and August 1, 2013 for prescription drug benefits, working miners will be provided health benefits under the Individual Employer Plan ("the Plan") maintained pursuant to this Article.

The following overview illustrates the main Plan features. In the event of any inconsistency or conflict between this summary and the Plan, the provisions of the Plan shall govern.

Medical Benefits Summary– Effective July 1, 2013

	In-Network	Out-of-Network
Medical Deductible		

	In-Network	Out-of-Network
Individual	$250	
Family	$250 per person	
Medical Coinsurance (Your cost sharing after you pay the deductible)		
Individual/Family	10%	30%
Outpatient Services		
Primary Care Physician	$20 Copay	$20 Copay
Specialist	$35 Copay	$50 Copay
Urgent Care Center	$50 copay or office visit copay, whichever applies	30% or office visit copay, whichever applies
Outpatient X-Rays, Tests, Allergy Shots, and Therapeutic Injections	10%	30%
Therapy Visits	10%	30%
Mental Health/Substance Abuse	10% or specialist office visit copay, whichever applies	30% or specialist office visit copay, whichever applies
Wellness (Deductible does not apply)	0%	20% ($500 calendar year max)
Home Health Care	10% (60-day annual limit)	30% (60-day annual limit)
Inpatient Services		
Hospital Care	10%	30%
Emergency Room	10% (additional $150 penalty if not a true emergency)	10% (additional $150 penalty if not a true emergency)
Hospital Pre-Cert Penalty	$150	
Medical Maximum Out-of-Pocket		
Individual	$800	
Family	$1,600	
Other Medical Services		
Hearing Care	One hearing aid per ear – every two years	No Coverage

	In-Network	Out-of-Network
Chiropractic Services	10% Limit 30 visits per calendar year with a $1,200 annual maximum	30% Limit 30 visits per calendar year with a $1,200 annual maximum

Prescription Drug Benefits Summary – Effective August 1, 2013

Current copays will remain $5 for in-network and $10 out-of-network for the month of July 2013.

	In-Network	Out-of-Network
Prescription Drugs Copays		
Retail		
Generic	$5	Pay in full/file claim for reimbursement at in-network rate
Preferred Brand	$25 or 30%, whichever is greater, up to $50 max	Pay in full/file claim for reimbursement at in-network rate
Non-Preferred Brand	$75 or 50%, whichever is greater, up to $200 max	Pay in full/file claim for reimbursement at in-network rate
Mail		
Generic	$10	Not applicable
Preferred Brand	$50 or 30%, whichever is greater, up to $100 max	Not applicable
Non-Preferred Brand	$150 or 50%, whichever is greater, up to $400 max	Not applicable
Prescription Drug Maximum Out-of-Pocket		
Individual	$800	
Family	$800	

- There will be a separate prescription drug annual out-of-pocket maximum of $800 individual/$800 per family for calendar years 2013 and 2014. Beginning in calendar year 2015, annual prescription drug out of pocket costs will be counted towards the $800 individual/$1600 per family total annual out-of-pocket maximum.

- There will be continuation of healthcare coverage for an Employee who ceases work because of a layoff as follows:

    - Employees with less than 500 hours worked in the 24 consecutive calendar month period immediately prior to the Employee's date last worked, will receive continued coverage for 30 days from the last day worked.

    - Employees with more than 500 hours worked in the 24 consecutive calendar month period immediately prior to the Employee's date last worked, will receive continued coverage for 90 days from the last day worked.

- Healthcare coverage for an Employee who becomes permanently and totally disabled due to a mine accident will continue until the Employee becomes eligible for Medicare.

  Healthcare coverage for the surviving spouse of an Employee who dies in a mine accident or for a spouse of an Employee who was permanently and totally disabled as the result of a mine accident will continue until the spouse dies, remarries or becomes eligible for Medicare, whichever occurs first. Dependent children will be covered to age 26.

- Benefits provided under the Plan will remain in effect during the term of the Agreement. The Employer may make certain adjustments and improvements during the term of this Agreement, principally in the area of utilization and cost containment program, such as the following:

    - Changes required by law or regulations

- Formulary changes and/or formulary updates (addition, deletion of any medications, and/or change in tiers based on the Pharmacy Benefits Manager's formulary)

- Addition, deletion or changes in any clinical programs or therapeutic classes. Current clinical management programs include but are not limited to:

    - Prior Authorizations
    - Quantity Limits
    - Mail Service Pharmacy Programs
    - Retail Maintenance Medication Surcharge
    - Maintenance Medication Programs
    - Formulary Exclusions
    - Specialty Management Guidelines
    - Step Therapy
    - Generic Substitution

- Changes in vendors or administrative procedures

- Wellness initiatives

- Case and Disease management programs

- Centers of excellence utilization

- Pre-authorization of services

Coverage Requirements for an Employee's Spouse (Beginning January 1, 2014)

If an Employee's spouse is eligible for healthcare coverage under an employer-sponsored healthcare plan as an active employee, such spouse must be enrolled in the spouse's employer's healthcare plan in order to receive any benefits under this Plan. The spouse's employer plan will be the primary payer for the spouse's claims; this Plan would then provide secondary coverage through a coordination of benefits. Please refer to the "Coordination of Benefits" section in the Plan for more information.

A spouse will not be eligible to participate in this Plan unless the spouse enrolls in his/her own employer's group healthcare plan provided the spouse's employer offers such a plan. Prior to January 1, 2014, and each Plan year thereafter, each Employee must

complete a Spousal Affidavit confirming their spouse's eligibility for healthcare benefits under this Plan.

Following are conditions for which the above spouse coverage requirements do not apply:

- The spouse is not employed
- The spouse's employer does not offer a healthcare plan
- The spouse is self-employed
- The spouse is an employee of a Patriot affiliated entity
- The spouse chooses not to enroll in this Plan

Note: This summary is not intended to be a detailed description of all plan provisions and benefit levels but is only intended to be a brief summary of benefits. In all instances, Plan documents will govern.

(c) Pregnancy benefits will be provided in the same manner as for any other disability.

(d) Only benefits for prescription drugs (only those drugs requiring a prescription for dispensing) are provided pursuant to the Plan's current formulary.

(e) Spouses of working miners who die during the term of this Agreement or who were in pay status on the Effective Date, who are not eligible for Surviving Spouse pension benefits, will continue eligibility for health care until remarriage, or eligibility for Medicare, or for 60 months, whichever occurs first.

(f) If the child of an Employee is disabled prior to attaining age 26, the child will be covered so long as a surviving parent is eligible for benefits under the Plan.

(g) Disputes under the Individual Employer Plan:

1. In the event a dispute arises with respect to a claim for benefits under the Plan, the dispute shall be adjudicated internally by the respective medical or pharmacy benefit administrators in accordance with the Plan's claims determination and appeals process. The parties shall jointly prepare a form for use by the beneficiary that sets out the information necessary for the Claims Administrator to process an appeal (the "Appeal Form"). The Claim

Administrator shall issue a determination within thirty (30) days of the receipt of the appeal.

2. If the claim for benefits is denied after the Participant complies with such claims determination and appeals process, the Participant shall have the right to make a request for an external review of the decision by an independent review organization (IRO) in accordance with the Plan and the Affordable Care Act. The procedures for obtaining an external review by an IRO are outlined in the Plan document. Once the Participant submits a completed Appeal Form, the appeal will be assigned to an IRO. The IRO will provide a determination within forty-five (45) days of its receipt of the appeal.

3. Following the earlier of issuance of a determination by the IRO or forty-five (45) days from the date the Participant submits the completed Appeal Form for a standard external review to the IRO, the Participant shall have the right to file an appeal with the Employer/UMWA Healthcare Disputes Committee ("Committee"). The Committee shall consist of one permanent representative designated by the Employer and one permanent representative designated by the UMWA. If they cannot resolve the dispute within a fifteen (15) day period, they will designate a third person to serve on the Committee within a ten (10) day period. If they cannot agree on a third person they shall ask the American Arbitration Association (AAA) to randomly designate an individual from the AAA's employee benefit plan claims arbitration panel ("AAA Committee Member") to serve on the Committee as a neutral member, not in the role of an arbitrator. The designated neutral must have a minimum of ten (10) years of health benefit plan claims experience. The Employer and the UMWA will share equally the costs and any expenses required to engage the independent third member of the Committee. The AAA Committee Member shall serve for a one (1) year term from the date of appointment. Thereafter, at the request of either permanent representative on the Committee the AAA shall randomly designate a new AAA Committee Member.

4. When deciding an appeal, the Committee will consider, but not be bound by, any decisions or conclusions reached during the Claim Administrator and IRO's appeal processes. All information submitted by the Participant at each stage of the appeal process and external review as well as the information provided by the Employer, the UMWA, the benefit administrators, and the IRO will be considered

as part of the Committee's review. The Committee shall not have the authority to change, alter or modify the Plan, or increase or decrease benefits under the Plan. The decision of the Committee shall be issued within thirty (30) days of the date the appeal was filed with the Committee, provided the Committee may grant an extension of time as necessary to receive additional information from the Participant, Employer or provider. The decision of the Committee shall be binding precedent in future disputes referred to the Committee and shall be final and not subject to further appeal.

5. In the event the Claims Administrator or the IRO do not issue determinations within the required timeframes outlined in subparts 1 and 2 of this section, the Participant will be considered to have satisfied that step in the appeal process and will be permitted to proceed to the next step in the appeal process.

(11) VISION CARE:

Vision care is provided for Employees, disabled Employees, surviving spouses, and their dependents, through the Employer Benefit Plan. Coverage under the Plan is identical to that in effect on the Effective Date.

(12) HEALTH CARE COST CONTAINMENT:

The Union and the Employer recognize that rapidly escalating health care costs, including the costs of medically unnecessary services and inappropriate treatment, have a detrimental impact on the health benefit program. The Union and the Employer agree that a solution to this mutual problem requires the cooperation of both parties, at all levels, to control costs and to work with the health care community to provide quality health care at reasonable costs. The Union and the Employers are, therefore, committed to fully support appropriate programs designed to accomplish this objective. This statement of purpose in no way implies a reduction of benefits or additional costs for covered services provided under the Plan.

In any case in which a healthcare provider attempts to collect charges in excess of the contracted rate between the provider and the medical plan administrator or charges for services not medically necessary, as defined in the Plan, from a Beneficiary, the Plan Administrator or its agent shall, with the written consent of the Beneficiary, attempt to resolve the matter, either by negotiating a resolution or defending any legal action commenced by the provider. In the event the Plan Administrator or its agent defends a legal action filed by a provider seeking charges in excess of the contracted rate between the provider and the medical plan administrator, the Beneficiary shall not be responsible for any associated legal fees, settlements, judgment, or other expenses in connection with

the case ("Legal Costs"), other than those services of the provider which are not covered under the Plan. The Plan Administrator or its agent shall have sole control over the conduct of the defense, including the determination of whether the claim should be settled or an adverse determination should be appealed. The protections of this paragraph shall not apply (i) in the case of any service or supply obtained from an out of network source unless such out of network charge is the result of the Beneficiary's in-network treating physician's referral to an out of network source without the Beneficiary's knowledge or the result of pre-certification approved in accordance with Plan procedures, or (ii) any Legal Costs incurred after a final determination by the Committee that the applicable service(s) are not covered under the Plan.

(13) NATIONAL HEALTH CARE:

Notwithstanding any other provision of this Article, in the event the United States Government enacts health care that provides an alternative means of providing benefits required under this Article, then either the UMWA or the Employer may, without affecting the integrity of any other provision of this Agreement, reopen this Agreement for the purpose of negotiating modification to the Employer Plan.

Article XXA--DENTAL PLAN

INTRODUCTION

The Plan provides dental benefits for Employees and their eligible Dependents at a cost to each Employee of $2 per month payable on a payroll deduction basis, or if applicable as a reduction in the Employee's Sickness and Accident Benefits if such Employee is disabled and receiving such Benefits during the particular month.

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SECTION I **Definitions**

The following terms shall have the meaning herein set forth:

(1) "Employer" means the Employer signatory hereto. .

(2) "Wage Agreement" means the Employer's 2013 Coal Wage Agreement.

(3) "Plan Administrator" shall be the Employer, a subsidiary of the Employer, an affiliated company of the Employer or an employee of the Employer, as designated by the Employer.

(4) "Employee" shall mean a person actively working in a classified job for the Employer, eligible to receive dental benefits pursuant to Section II.

(5) "Dependent" shall mean any person described in paragraph C of Section II.

(6) "Attains the age" shall mean on or after 12:01 A.M. of the anniversary date of one's birth.

SECTION II **Eligibility**

The persons eligible to receive the dental benefits pursuant to Section III are as

follows:

A. EMPLOYEES

Benefits under Section III shall be provided to any Employee who has completed 6 months of classified employment with the Employer and:

(1)is actively at work on the Effective Date of this Plan; or

(2)is actively at work on or after the Effective Date of the Wage Agreement and is disabled and receiving or would, upon proper application, be eligible to receive Sickness and Accident Benefits pursuant to the Wage Agreement.

Except as provided in (2) above, any Employee of the Employer who is not actively at work for the Employer on the Effective Date of this Plan will not be eligible for coverage under this Plan until the later of the date the Employee

(1)returns to active employment with the Employer, or

(2)completes 6 months of classified employment with the Employer.

A new Employee will not be eligible for coverage under this Plan until such Employee completes 6 months of classified employment with the Employer.

B. EFFECTIVE DATE OF COVERAGE

Coverage will become effective as of the first day of the month following the date the Employee becomes eligible pursuant to paragraph A above.

C. ELIGIBLE DEPENDENTS

Dental benefits under Section III shall be provided to the following dependents of an Employee eligible for dental coverage pursuant to paragraph A above:

(1)A spouse who is living in the same household (residence) with the eligible Employee;

(2)Children of an eligible Employee who have not attained age 26, without regard to the child’s marital, student, or residential status.

The term "Dependents" does not include a person who is covered under any other group dental plan or program toward the cost of which the Employer contributes or who is covered as an Employee under this Plan.

SECTION III **Benefits**

A. PAYMENT OF BENEFITS

After application of a Benefit Year (October 1st--September 30th) deductible amount of $50 for you and $50 for each of your Dependents for other than preventive services (those procedures prefaced by an asterisk in the Schedule of Benefits), and subject to the maximums specified in this Plan, benefits are payable in accordance with the Schedule of Benefits set out in Section V, but in no event will the benefit for a specific dental service be greater than the dentist's charge for the specific dental procedure.

B. MAXIMUM BENEFITS

After application of the Benefit Year deductible(s) referred to in paragraph A above:

(1)The maximum benefit payable for all Covered Dental Expenses incurred during any Benefit Year (excluding orthodontic benefits which are not subject to this limitation) shall be $1,595 for you and $1,595 for each of your dependents. Notwithstanding the foregoing the Maximum Annual Benefits listed in this paragraph shall not be applicable to children age 18 and under.

(2)In applying the maximums referred to in (1) above, benefits for Covered Dental Expenses paid under any other group dental plan or program toward the cost of which the Employer contributes shall be considered to have been paid under this Plan.

(3)The maximum orthodontic benefit during any Benefit Year shall be $885.79 for each of your eligible Dependents prior to the attainment of age 26, with a lifetime maximum of $2,657.35 for each such Dependent**.**

C. CLAIMS NOT REQUIRING PREDETERMINATION OF BENEFITS

When Covered Dental Expenses are incurred by you or one of your Dependents for emergency treatment, routine oral examinations, X-rays, prophylaxis, fluoride treatments or a course of treatment, the charge for which is not expected to exceed $150, predetermination of benefits (paragraph D below) is not required. The claims administrator will make the applicable benefit payment; however, any of the dentist's charges not payable under the provisions of the Dental Benefits coverage will be your responsibility.

D. CLAIMS REQUIRING PREDETERMINATION OF BENEFITS

If a course of treatment for you or one of your Dependents can reasonably be expected

to involve dentist's charges of $150 or more, or if a course of treatment is for orthodontia, a description of the procedures to be performed and an estimate of the dentist's charges must be filed with the claims administrator prior to the commencement of the course of treatment.

For orthodontic procedures, the treatment plan must (1) provide a classification of malocclusion; (2) recommend and describe necessary treatment by orthodontic procedures; (3) estimate the duration over which treatment will be completed; (4) estimate the total charge for treatment; and (5) be accompanied by cephalometric x-rays, study models and other supporting evidence the claims administrator may require.

As used herein "course of treatment" means a planned program of one or more services or supplies, whether rendered by one or more dentists for the treatment of a dental condition diagnosed by the attending dentist as a result of an oral examination. The course of treatment commences on the date a dentist first renders a service to correct or treat such diagnosed dental condition.

The claims administrator will notify you and your dentist of the benefits certified as payable based upon such course of treatment within 30 days of receipt of the request for predetermination, or, if such certification cannot be made within 30 days, the claims administrator will notify you why a certification has been delayed. In determining the amount of benefits payable, consideration will be given to alternate procedures, services or courses of treatment that may be performed for such dental condition in order to accomplish the desired result. The amount included as certified dental expenses will be the appropriate amount determined in accordance with the provisions of paragraph E below, subject to the maximums set forth in paragraph B above and the limitations set forth in paragraph F below. If you and your dentist agree to a charge higher than the amount predetermined by the claims administrator, such excess will not be paid by the Plan and will be your responsibility.

If description of the procedures to be performed and an estimate of the dentist's charges are not submitted in advance, the claims administrator reserves the right to make a determination of benefits payable taking into account alternate procedures, services or courses of treatment, based on accepted standards of dental practice.

E. COVERED DENTAL EXPENSES

Covered Dental Expenses are those procedures specified in Section V incurred in connection with dental services which are performed by:

(1)a licensed dentist practicing within the scope of his license, or

(2)a licensed physician authorized by his license to perform the particular dental

services rendered but only to the extent such charges are for services and supplies customarily employed for treatment of that dental condition and only if rendered in accordance with accepted standards of dental practice.

F. LIMITATIONS

The following limitations* apply:

(*In respect of those services and/or supplies subject to a time period limitation, such period will be determined on a date-to-date basis measured from the date of service.)

(1)Routine oral examinations and prophylaxis (scaling and cleaning of teeth) are limited to not more than two in any period of 12 consecutive months.

(2)Space maintainer (a fixed or removable appliance designed to prevent adjacent and opposing teeth from moving) that replaces prematurely lost teeth are provided only for eligible Dependents prior to the attainment of age 26.

(3)Full mouth X-rays are limited to once in any period of 36 consecutive months and supplementary bitewing X-rays are limited to not more than two in any period of 12 consecutive months.

(4)Relining or rebasing of dentures are limited to once in any period of 36 consecutive months, provided such relining or rebasing occurs more than six months after the initial installation or replacement.

(5)Adjustments to partial or full removal dentures are limited to the first six months following the date of installation.

(6)The addition of teeth to an existing partial removable denture or to bridgework is provided only if satisfactory evidence is presented that:

(i) the replacement or addition of teeth is required to replace one or more teeth extracted after the existing denture or bridgework was installed; or

(ii) the existing denture or bridgework cannot be made serviceable and it was installed at least five years prior to the date of its replacement; or

(iii) the existing denture is an immediate temporary denture which cannot be made permanent and replacement by a permanent denture takes place within 12 months from the date of initial installation of the immediate temporary denture.

Normally, dentures will be replaced by dentures but if a professionally adequate result can be achieved only with bridgework, such bridgework will be a Covered Dental

Expense.

(7)Gold, Baked Porcelain Restorations, Crowns and Jackets--If a tooth can be restored with a material such as amalgam, payment of the benefit, as contained in Section V, for that procedure will be made toward the charge for another type of restoration which you and your dentist may select. In such case, you are responsible for the balance of the treatment charge.

(8)Reconstruction--Payment of the benefit, as contained in Section V, will be made toward the cost of procedures necessary to eliminate oral disease and to replace missing teeth. Appliances or restorations necessary to alter vertical dimension in restoring occlusion are provided only for eligible Dependents prior to the attainment of age 26.

(9)Partial Dentures--If a cast chrome or acrylic partial denture will restore the dental arch satisfactorily, payment of the benefit, as contained in Section V, for such procedure will be made toward a more elaborate or precision appliance that you and your dentist may choose to use; the balance of the cost remains your responsibility.

(10) Precision Attachments--Benefits will not be provided for precision attachments when used for cosmetic purposes.

(11) Dentures--If, in the provision of denture services, you and your dentist decide on personalized or specialized techniques as opposed to standard procedures, payment of the benefit, as contained in Section V, for the standard denture services will be made toward such treatment and the balance of the cost remains your responsibility.

(12) Replacement of Existing Dentures or Fixed Bridgework--Replacement of an existing denture or fixed bridgework will be a Covered Dental Expense only if the existing denture or fixed bridgework is unserviceable and cannot be made serviceable. Payment of the benefit, as contained in Section V, for such service will be made toward the cost of services which are necessary to render such appliances serviceable. Replacement of prosthodontic appliances will be a Covered Dental Expense only if at least five years have elapsed since the date of the initial installation of that appliance.

(13) Courses of Treatment in Progress on Effective Date of Dental Benefits:

Benefits are not provided for treatment received prior to commencement of coverage. Claims for a course of treatment which was started prior to commencement of coverage but completed while coverage is in force will be investigated to determine the amount of the entire fee which should be allocated to the treatment which was actually received while covered. Only that portion of the total fee which can be allocated to treatment received while covered will be included as a Covered Dental Expense.

G. EXCLUSIONS

Charges for the following are not Covered Dental Expenses:

(1)Services other than those specifically listed in the Schedule of Benefits;

(2)Treatment by other than a licensed dentist or licensed physician, except (a) charges for scaling or cleaning of teeth and topical application of fluoride may be performed by a licensed dental hygienist if the treatment is rendered under the supervision and guidance of and billed for by the dentist; and (b) charges by a dental school if

(i) the services are not experimental,

(ii) the dental school customarily charges for services and

(iii) the services are performed under the supervision of a licensed dentist;

(3)Local infiltration anesthetic;

(4)Substances or agents which are administered to minimize fear or charges for analgesia, unless the patient is handicapped by cerebral palsy, mental retardation or spastic disorder;

(5)Veneers (the coating or covering of plastic or porcelain on the outside of and bonded to a crown or false tooth to cause it to blend with the color of surrounding teeth) or similar properties of crowns and pontics placed on or replacing teeth, other than the 10 upper and lower anterior teeth;

(6)Services or supplies that are cosmetic in nature, including charges for personalization or characterization of dentures;

(7)Prosthetic devices (including bridges), crowns, inlays and onlays, and the fitting thereof which were ordered while the individual was not covered for Dental Benefits, or which were ordered while the individual was covered for Dental Benefits but are finally installed or delivered to such individual more than 60 calendar days after the date of termination of coverage;

As used herein "ordered" means, in the case of dentures, that impressions have been taken from which the denture will be prepared; and, in the case of fixed bridgework, restorative crowns, inlays and onlays, that the teeth which will serve as abutments or support or which are being restored have been fully prepared to receive, and impressions have been taken from which will be prepared the bridgework, crowns, inlays or onlays.

(8)Replacement of a lost, missing or stolen prosthetic device;

(9)Orthodontic procedures and/or treatment provided to anyone other than an eligible Dependent prior to the attainment of age 26;

(10) Any services which are covered by any workers' compensation laws or employer's liability laws, or services which an employer is required by law to furnish in whole or in part;

(11) Services rendered through a medical department, clinic or similar facility provided or maintained by the patient's employer;

(12) Services or supplies for which no charge is made that you are legally obligated to pay or for which no charge would be made in the absence of dental expense coverage;

(13) Services or supplies which are not necessary, according to accepted standards of dental practice, or which are not recommended or approved by the attending dentist;

(14) Services or supplies which do not meet accepted standards of dental practice, including charges for services or supplies which are experimental in nature;

(15) Services or supplies received as a result of dental disease, defect or injury resulting from the commission of a felony or due to an act of war, declared or undeclared;

(16) Services or supplies which are obtained by you or your Dependent from any governmental agency without cost by compliance with laws or regulations enacted by any governmental body;

(17) Any duplicate prosthetic device or any other duplicate appliance;

(18) Charges for any services to the extent for which benefits are payable under any health insurance program supported in whole or in part by funds of the federal government or any state or political subdivision thereof;

(19) Sealants (materials, other than fluorides, painted on the grooves of the teeth in an attempt to prevent future decay) and for oral hygiene and dietary instruction;

(20) A plaque control program (a series of instructions on the care of the teeth);

(21) Implantology (an insert set firmly or deeply into or onto the part of the bone that surrounds and supports the teeth); and

(22) Periodontal splinting.

H. DATE EXPENSES ARE INCURRED

Benefits are provided only for Covered Dental Expenses incurred on a date when coverage by the Dental Benefits provisions in this Plan is in effect for you or your Dependent who incurs such expenses. Covered Dental Expenses are considered to have been incurred on the date when the applicable dental services, supplies or treatments are received, except as otherwise provided in paragraph G(7).

I. SUBROGATION

The Plan does not assume primary responsibility for Covered Dental Expenses which another party is obligated to pay or which another insurance policy or other dental plan covers. Where there is a dispute between the carriers, the Plan shall, subject to provisions (1) and (2) immediately below, pay for such Covered Dental Expenses but only as a convenience to you or your Dependent and only upon receipt of an appropriate indemnification or subrogation agreement; but the primary and ultimate responsibility for payment shall remain with the other party or carrier.

Obligations to pay benefits on behalf of you or your Dependent shall be conditioned upon you or your Dependent:

(1)taking all steps necessary or desirable to recover the costs thereof from any third party who may be obligated therefore; and

(2)upon you or your Dependent executing such documents as are reasonably required by the Plan Administrator, including, but not limited to, an assignment of rights to receive such third party payments, in order to protect and perfect the Plan's right to reimbursement from any such third party.

J. NON-DUPLICATION

The Dental Benefits provided under this Plan are subject to a non-duplication provision as follows:

(1)Benefits will be reduced by benefits provided under any other group plan so that the total paid by both plans does not exceed the total reasonable cost of the procedure, including a plan of another Employer signatory to the Wage Agreement, if the other plan:

(i) does not include a coordination of benefits or non-duplication provision; or

(ii) includes a coordination of benefits or non-duplication provision and is the primary plan as compared to this Plan.

(2)In determining whether this Plan or another group plan is primary, the following criteria will be applied:

(i) The Plan covering the patient other than as a dependent will be the primary plan.

(ii) Where both plans cover the patient as a dependent child, the plan covering the patient as a dependent child of the individual whose birthday occurs earlier in the calendar year will be the primary plan.

(iii) Where the determination cannot be made in accordance with (i) and (ii) above, the plan which has covered the patient the longer period of time will be the primary plan.

(3)As used herein, "group plan" means:

(i) any plan covering the individuals as members of a group and providing dental benefits or services through group insurance or a group prepayment arrangement; or

(ii) any plan covering individuals as employees of an employer and providing such benefits or services, whether on an insured, prepayment or uninsured basis.

(4)If it is determined that benefits under this Plan should have been reduced because of benefits provided under another group plan, the Plan Administrator shall have the right to recover any payment already made which is in excess of the Plan's liability. Similarly, whenever benefits which are payable under the Plan have been provided under another group plan, the Plan Administrator may make reimbursement directly to the insurance company or other organization providing benefits under the other plan.

(5)For the purpose of this provision the Plan Administrator may, without consent of or notice to you or your Dependent, release to or obtain from any insurance company or other organization or person any information which may be necessary regarding coverage, expense and benefits.

(6)If you or your Dependent is claiming benefits under this Plan, you or such Dependent must furnish the Plan Administrator such information as may be necessary for the purpose of administering this provision.

SECTION IV **Termination of Coverage**

If an Employee ceases active work, coverage will be terminated as set forth below:

A. DISABILITY

Coverage will terminate on the date such Employee ceases to be eligible for Sickness and Accident Benefits pursuant to the Wage Agreement.

B. LAYOFF

Coverage will terminate at the end of the month in which the Employee last worked.

C. ARTICLE III, Section (j)--WAGE AGREEMENT

Coverage will terminate at the end of the month in which the Employee last worked, unless the Employee is eligible for Sickness and Accident Benefits pursuant to the Wage Agreement.

D. DEATH OF EMPLOYEE

Coverage for the eligible Dependents of the deceased Employee will terminate at the end of the month in which the Employee died.

E. LEAVE OF ABSENCE OR RETIREMENT

Coverage will terminate as of the last day worked.

F. QUIT OR DISCHARGE

Coverage will terminate as of the last day worked.

G. SELF PAY FOR CONTINUATION COVERAGE

Each Employee and eligible Dependent shall have the right to self pay for continuation coverage pursuant to the requirements of Sections 601 et seq. of the Employee Retirement Income Security Act of 1974.

SECTION V. **Schedule of Benefits**

Procedures prefaced by an asterisk (*) are not subject to the Benefit Year deductible; all other procedures are subject to the Benefit Year deductible.

CDT-5 PROCEDURE CODE	**DENTAL PROCEDURE DESCRIPTION**	**Maximum Benefit Payable**
D0120	*PERIODIC ORAL EVALUATION	21.25

CDT-5 PROCEDURE CODE	DENTAL PROCEDURE DESCRIPTION	Maximum Benefit Payable
D0140	*LIMITED ORAL EVALUATION - PROBLEM FOCUSED	29.77
D0150	COMPREHENSIVE ORAL EVALUATION - NEW OR ESTABLISHED	29.77
D0180	COMPREHENSIVE PERIODONTAL EVALUATION	29.77
D0210	INTRAORAL - COMPLETE SERIES (INCLUDING BITEWINGS)	49.31
D0220	INTRAORAL- PERIAPICAL, FIRST FILM	10.21
D0230	INTRAORAL- PERIAPICAL EACH ADDITIONAL FILM	1.72
D0240	INTRAORAL - OCCLUSAL FILM	11.90
D0250	EXTRAORAL - FIRST FILM	25.50
D0260	EXTRAORAL - EACH ADDITIONAL FILM	10.21
D0270	BITEWING- SINGLE FILM	10.21
D0272	BITEWINGS- TWO FILMS	13.62
D0274	BITEWINGS- FOUR FILMS	20.41
D0290	POSTERIOR-ANTERIOR OR LATERAL SKULL AND FACIAL BONE SURVEY FILM	39.12
D0321	OTHER TMJ JOINT FILMS, BY REPORT	42.52
D0330	PANORAMIC FILM	50.28
D0415	*COLLECTION OF MICROORGANISM FOR CULTURE AND SENSITIVITY	23.82
D0425	*CARIES SUSCEPTIBILITY TESTS	13.62
D0460	*PULP VITALITY TESTS	10.21
D0470	DIAGNOSTIC CASTS	37.41
D1110	*PROPHYLAXIS, ADULT	36.14
D1120	*PROPHYLAXIS, CHILD	25.50
D1201	*TOPICAL APPLICATION OF FLUORIDE INC. PROPHYLAXIS	42.52
D1203	*TOPICAL APPLICATION OF	25.50

CDT-5 PROCEDURE CODE	DENTAL PROCEDURE DESCRIPTION	Maximum Benefit Payable
	FLUORIDE EX PROPHYLAXIS	
D1204	*TOPICAL APPLICATION OF FLUORIDE EX PROPHYLAXIS	25.50
D1205	*TOPICAL APPLICATION OF FLUORIDE INC. PROPHYLAXIS	31.89
D1510	*SPACE MAINTAINER - FIXED, UNILATERAL	159.45
D1515	*SPACE MAINTAINER - FIXED, BILATERAL	191.33
D1520	*SPACE MAINTAINER - REMOVABLE, UNILATERAL	212.59
D1525	*SPACE MAINTAINER - REMOVABLE, BILATERAL	212.59
D1550	RECEMENTATION OF SPACE MAINTAINER	32.32
D2140	AMALGAM - ONE SURFACE, PRIMARY OR PERMANENT	23.82
D2150	AMALGAM - TWO SURFACES, PRIMARY OR PERMANENT	40.81
D2160	AMALGAM - THREE SURFACES, PRIMARY OR PERMANENT	59.53
D2161	AMALGAM - FOUR OR MORE SURFACES, PRIMARY OR PERMANENT	68.02
D2330	RESIN-BASED COMPOSITE - ONE SURFACE, ANTERIOR	37.41
D2331	RESIN-BASED COMPOSITE - TWO SURFACES, ANTERIOR	66.32
D2332	RESIN-BASED COMPOSITE - THREE SURFACES, ANTERIOR	95.25
D2335	RESIN-BASED COMPOSITE - FOUR OR MORE SURFACES OR INVOLVING INCISAL ANGLE (ANTERIOR)	85.04
D2410	GOLD FOIL - ONE SURFACE	136.06
D2420	GOLD FOIL - TWO SURFACES	238.08
D2430	GOLD FOIL - THREE SURFACES	272.12
D2510	INLAY - METALLIC - ONE SURFACE	221.09

CDT-5 PROCEDURE CODE	DENTAL PROCEDURE DESCRIPTION	Maximum Benefit Payable
D2520	INLAY - METALLIC - TWO SURFACES	272.12
D2530	INLAY - METALLIC - THREE OR MORE SURFACES	306.13
D2542	ONLAY - METALLIC-TWO SURFACES	49.31
D2543	ONLAY - METALLIC - THREE SURFACES	49.31
D2544	ONLAY - METALLIC - FOUR OR MORE SURFACES	49.31
D2610	INLAY - PORCELAIN/CERAMIC--ONE SURFACE	212.59
D2710	CROWN-RESIN (INDIRECT)	272.12
D2720	CROWN, RESIN WITH HIGH NOBLE METAL	391.17
D2721	CROWN, RESIN WITH PREDOMINANTLY BASE METAL	350.49
D2722	CROWN, RESIN WITH NOBLE METAL	350.35
D2740	CROWN, PORCELAIN/CERAMIC SUBSTRATE	374.15
D2750	CROWN, PORCELAIN FUSED TO HIGH NOBLE METAL	467.69
D2751	CROWN-PORCELAIN FUSED TO PREDOMINANTLY BASE METAL	408.17
D2752	CROWN, PORCELAIN FUSED TO NOBLE METAL	414.96
D2780	CROWN - 3/4 CAST HIGH NOBLE METAL	340.14
D2781	CROWN - 3/4 CAST PREDOMINANTLY BASE METAL	340.14
D2782	CROWN - 3/4 CAST NOBLE METAL	340.14
D2783	CROWN - 3/4 PORCELAIN/CERAMIC	340.14
D2790	CROWN, FULL CAST HIGH NOBLE METAL	408.17
D2791	CROWN - FULL CAST PREDOMINANTLY BASE METAL	363.95
D2792	CROWN, FULL CAST NOBLE METAL	394.56

CDT-5 PROCEDURE CODE	DENTAL PROCEDURE DESCRIPTION	Maximum Benefit Payable
D2910	RECEMENT INLAY	28.92
D2920	RECEMENT CROWN	28.92
D2930	PREFABRICATED STAINLESS STEEL CROWN - PRIMARY TOOTH	85.04
D2931	PREFABRICATED STAINLESS STEEL CROWN - PERMANENT TOOTH	85.04
D2932	PREFABRICATED RESIN CROWN	85.04
D2933	PREFABRICATED STAINLESS STEEL CROWN WITH RESIN WINDOW	85.04
D2940	SEDATIVE FILLING	23.82
D2950	CORE BUILDUP INCLUDING ANY PINS	117.36
D2952	CAST POST AND CORE IN ADDITION TO A CROWN	20.41
D2954	PREFABRICATED POST AND CORE IN ADDITION TO CROWN	17.01
D3110	PULP CAP - DIRECT (EXCLUDING FINAL RESTORATION)	20.41
D3120	PULP CAP - INDIRECT (EXCLUDING FINAL RESTORATION)	17.01
D3220	THERAPEUTIC PULPOTOMY (EXCLUDING FINAL RESTORATION)	42.52
D3310	ROOT CANAL THERAPY, ANTERIOR (EXCLUDING FINAL RESTORATION)	246.60
D3320	ROOT CANAL THERAPY, BICUSPID (EXCLUDING FINAL RESTORATION)	306.13
D3330	ROOT CANAL THERAPY, MOLAR (EXCLUDING FINAL RESTORATION)	459.18
D3331	TREATMENT OF ROOT CANAL OBSTRUCTION; NON-SURGICAL	374.15
D3333	INTERNAL ROOT REPAIR OF PERFORATION DEFECTS	34.01
D3351	APEXIFICATION/RECALCIFICATION - INITIAL VISIT	64.63
D3352	APEXIFICATION/RECALCIFICATION - INTERIM MEDICATION	64.63

CDT-5 PROCEDURE CODE	DENTAL PROCEDURE DESCRIPTION	Maximum Benefit Payable
	REPLACEMENT	
D3353	APEXIFICATION/RECALCIFICATION-FINAL VISIT	64.63
D3410	APICOECTOMY/PERIRADICULAR SURGERY – ANTERIOR	170.07
D3421	APICOECTOMY/PERIRADICULAR SURGERY - BICUSPID (FIRST ROOT)	306.13
D3425	APICOECTOMY/PERIRADICULAR SURGERY - MOLAR (FIRST ROOT)	306.13
D3426	APICOECTOMY/PERIRADICULAR SURGERY (EACH ADDITIONAL ROOT)	306.13
D3430	RETROGRADE FILLING - PER ROOT	127.55
D3450	ROOT AMPUTATION - PER ROOT	127.55
D3910	SURGICAL PROCEDURE FOR ISOLATION OF TOOTH WITH RUBBER DAM	32.32
D3920	HEMISECTION (INCLUDING ANY ROOT REMOVAL) NOT INCLUDING ROOT CANAL THERAPY	105.45
D3950	CANAL PREPARATION AND FITTING OF PREFORMED DOWEL OR POST	52.72
D4210	GINGIVECTOMY OR GINGIVOPLASTY - FOUR OR MORE CONTIGUOUS TEETH OR BOUNDED TEETH SPACES PER QUADRANT	170.07
D4240	GINGIVAL FLAP PROCEDURE, INCLUDING ROOT PLANING - FOUR OR MORE CONTIGUOUS TEETH OR BOUNDED TEETH SPACES PER QUADRANT	221.09
D4260	OSSEOUS SURGERY (INCLUDING FLAP ENTRY AND CLOSURE) - FOUR OR MORE CONTIGUOUS TEETH OR BOUNDED TEETH	425.17

CDT-5 PROCEDURE CODE	DENTAL PROCEDURE DESCRIPTION	Maximum Benefit Payable
	SPACES PER QUADRANT	
D4261	OSSEOUS SURGERY (INCLUDING FLAP ENTRY AND CLOSURE) - ONE TO THREE TEETH	137.76
D4270	PEDICLE SOFT TISSUE GRAFT PROCEDURE	127.55
D4271	FREE SOFT TISSUE GRAFT PROCEDURE (INCLUDING DONOR SITE SURGERY)	127.55
D4273	SUBEPITHELIAL CONNECTIVE TISSUE GRAFT PROCEDURES	127.55
D4320	PROVISIONAL SPLINTING – INTRACORONAL	105.45
D4321	PROVISIONAL SPLINTING – EXTRACORONAL	105.45
D4341	PERIODONTAL SCALING AND ROOT PLANING--FOUR OR MORE CONTIGUOUS TEETH	25.50
D4910	PERIODONTAL MAINTENANCE	51.03
D4920	UNSCHEDULED DRESSING CHANGE (BY SOMEONE OTHER THAN TREATING DENTIST)	20.41
D5110	COMPLETE DENTURE - MAXILLARY	398.61
D5120	COMPLETE DENTURE – MANDIBULAR	398.61
D5130	IMMEDIATE DENTURE - MAXILLARY	425.17
D5140	IMMEDIATE DENTURE – MANDIBULAR	398.61
D5211	MAXILLARY PARTIAL DENTURE--RESIN BASE (INCLUDING CLASPS, RESTS AND TEETH)	359.28
D5212	MANDIBULAR PARTIAL DENTURE --RESIN BASE (INCLUDING CLASPS, RESTS AND TEETH)	359.28
D5213	MAXILLARY PARTIAL DENTURE - CAST METAL FRAMEWORK WITH RESIN DENTURE BASES	488.96

CDT-5 PROCEDURE CODE	DENTAL PROCEDURE DESCRIPTION	Maximum Benefit Payable
	(INCLUDING ANY CONVENTIONAL CLASPS, RESTS AND TEETH)	
D5214	MANDIBULAR PARTIAL DENTURE - CAST METAL FRAMEWORK WITH RESIN DENTURE BASES (INCLUDING ANY CONVENTIONAL CLASPS, RESTS AND TEETH)	425.17
D5280	REMOVABLE LOWER UNILATERAL PARTIAL - ONE PIECE CAST METAL	79.73
D5281	REMOVABLE UNILATERAL PARTIAL DENTURE-ONE PIECE CAST METAL (INCLUDING CLASPS AND TEETH)	79.73
D5282	REMOVABLE UPPER UNILATERAL PARTIAL - ONE PIECE CAST METAL	79.73
D5410	ADJUST COMPLETE DENTURE – MAXILLARY	23.39
D5411	ADJUST COMPLETE DENTURE – MANDIBULAR	23.39
D5421	ADJUST PARTIAL DENTURE – MAXILLARY	23.39
D5422	ADJUST PARTIAL DENTURE – MANDIBULAR	23.39
D5610	REPAIR RESIN DENTURE BASE	68.02
D5620	REPAIR CAST FRAMEWORK	76.54
D5630	REPAIR OR REPLACE BROKEN CLASP	37.41
D5640	REPLACE BROKEN TEETH-PER TOOTH	42.52
D5650	ADD TOOTH TO EXISTING PARTIAL DENTURE	93.54
D5660	ADD CLASP TO EXISTING PARTIAL DENTURE	127.55
D5670	REPLACE ALL TEETH AND ACRYLIC ON CAST METAL FRAMEWORK (MAXILLARY)	64.63
D5710	REBASE COMPLETE MAXILLARY DENTURE	204.08
D5711	REBASE COMPLETE MANDIBULAR	204.08

CDT-5 PROCEDURE CODE	DENTAL PROCEDURE DESCRIPTION	Maximum Benefit Payable
	DENTURE	
D5720	REBASE MAXILLARY PARTIAL DENTURE	204.08
D5721	REBASE MANDIBULAR PARTIAL DENTURE	204.08
D5730	RELINE COMPLETE MAXILLARY DENTURE (CHAIRSIDE)	147.97
D5731	RELINE COMPLETE MANDIBULAR DENTURE (CHAIRSIDE)	147.97
D5740	RELINE MAXILLARY PARTIAL DENTURE (CHAIRSIDE)	147.97
D5741	RELINE MANDIBULAR PARTIAL DENTURE (CHAIRSIDE)	147.97
D5750	RELINE COMPLETE MAXILLARY DENTURE (LABORATORY)	187.09
D5751	RELINE COMPLETE MANDIBULAR DENTURE (LABORATORY)	187.09
D5760	RELINE MAXILLARY PARTIAL DENTURE (LABORATORY)	187.09
D5761	RELINE MANDIBULAR PARTIAL DENTURE (LABORATORY)	187.09
D5820	INTERIM PARTIAL DENTURE (MAXILLARY)	159.45
D5821	INTERIM PARTIAL DENTURE (MANDIBULAR)	159.45
D5850	TISSUE CONDITIONING, MAXILLARY	37.20
D5851	TISSUE CONDITIONING, MANDIBULAR	37.20
D6210	PONTIC-CAST HIGH NOBLE METAL	191.33
D6211	PONTIC-CAST PREDOMINATLY BASE METAL	165.83
D6212	PONTIC-CAST NOBLE METAL	178.59
D6240	PONTIC-PORCELAIN FUSED TO HIGH NOBLE METAL	249.79
D6241	PONTIC-PORCELAIN FUSED TO PREDOMINANTLY BASE METAL	196.65
D6242	PONTIC-PORCELAIN FUSED TO	196.65

CDT-5 PROCEDURE CODE	DENTAL PROCEDURE DESCRIPTION	Maximum Benefit Payable
	NOBLE METAL	
D6250	PONTIC, RESIN WITH HIGH NOBLE METAL	233.84
D6251	PONTIC, RESIN WITH PREDOMINANTLY BASE METAL	208.34
D6252	PONTIC, RESIN WITH NOBLE METAL	221.09
D6602	INLAY - CAST HIGH NOBLE METAL, TWO SURFACES	170.07
D6603	INLAY - CAST HIGH NOBLE METAL, THREE OR MORE SURFACES	191.33
D6604	INLAY - CAST PREDOMINANTLY BASE METAL, TWO SURFACES	170.07
D6605	INLAY - CAST PREDOMINANTLY BASE METAL, THREE OR MORE SURFACES	191.33
D6606	INLAY - CAST NOBLE METAL, TWO SURFACES	170.07
D6607	INLAY - CAST NOBLE METAL, THREE OR MORE SURFACES	191.33
D6610	ONLAY - CAST HIGH NOBLE METAL, TWO SURFACES	68.02
D6611	ONLAY - CAST HIGH NOBLE METAL, THREE OR MORE SURFACES	191.33
D6613	ONLAY - CAST PREDOMINANTLY BASE METAL, THREE OR MORE SURFACES	191.33
D6710	CROWN - INDIRECT RESIN BASED COMPOSITE	154.13
D6720	CROWN, RESIN WITH HIGH NOBLE METAL	255.10
D6721	CROWN, RESIN WITH PREDOMINANTLY BASE METAL	212.59
D6722	CROWN, RESIN WITH NOBLE METAL	223.22
D6740	CROWN - PORCELAIN/CERAMIC	233.84
D6750	CROWN, PORCELAIN FUSED TO	292.31

CDT-5 PROCEDURE CODE	DENTAL PROCEDURE DESCRIPTION	Maximum Benefit Payable
	HIGH NOBLE METAL	
D6751	CROWN - PORCELAIN FUSED TO PREDOMINANTLY BASE METAL	255.10
D6752	CROWN, PORCELAIN FUSED TO NOBLE METAL	255.10
D6780	CROWN, 3/4 CAST HIGH NOBLE METAL	191.33
D6790	CROWN, FULL CAST HIGH NOBLE METAL	212.59
D6791	CROWN, FULL CAST PREDOMINANTLY BASE METAL	185.97
D6792	CROWN, FULL CAST NOBLE METAL	201.95
D6930	RECEMENT FIXED PARTIAL DENTURE	49.31
D6940	STRESS BREAKER	63.78
D7111	CORONAL REMNANTS - DECIDUOUS TOOTH	32.32
D7210	SURGICAL REMOVAL OF ERUPTED TOOTH, REQUIRING ELEVATION OF MUCOPERIOSTEAL FLAP AND REMOVAL OF BONE AND/OR SECTION OF TOOTH	52.72
D7220	REMOVAL OF IMPACTED TOOTH - SOFT TISSUE	74.83
D7230	REMOVAL OF IMPACTED TOOTH - PARTIALLY BONY	105.45
D7240	REMOVAL OF IMPACTED TOOTH - COMPLETELY BONY	159.86
D7250	SURGICAL REMOVAL OF RESIDUAL TOOTH ROOTS (CUTTING PROCEDURE)	74.83
D7260	OROANTRAL FISTULA CLOSURE	234.70
D7270	TOOTH REIMPLANTATION AND/OR STABILIZATION OF ACCIDENTALLY EVULSED OR DISPLACED TOOTH	117.36
D7280	SURGICAL ACCESS OF AN UNERUPTED TOOTH	74.83

CDT-5 PROCEDURE CODE	DENTAL PROCEDURE DESCRIPTION	Maximum Benefit Payable
D7290	SURGICAL REPOSITIONING OF TEETH	105.45
D7310	ALVEOLOPLASTY IN CONJUNCTION WITH EXTRACTIONS - PER QUADRANT	64.63
D7320	ALVEOLOPLASTY NOT IN CONJUNCTION WITH EXTRACTIONS - PER QUADRANT	78.23
D7340	VESTIBULOPLASTY - RIDGE EXTENSION (SECONDARY EPITHELIALIZATION)	105.45
D7350	VESTIBULOPLASTY - RIDGE EXTENSION (INCLUDING SOFT TISSUE GRAFTS, MUSCLE REATTACHMENT, REVISION OF SOFT TISSUE ATTACHMENT AND MANAGEMENT OF HYPERTROPHIED AND HYPERPLASTIC TISSUE)	360.56
D7410	EXCISION OF BENIGN LESION UP TO 1.25 CM	105.45
D7411	EXCISION OF BENIGN LESION GREATER THAN 1.25 CM	275.52
D7450	REMOVAL OF BENIGN ODONTOGENIC CYST OR TUMOR - LESION DIAMETER UP TO 1.25 CM	105.45
D7451	REMOVAL OF BENIGN ODONTOGENIC CYST OR TUMOR - LESION DIAMETER GREATER THAN 1.25 CM	275.52
D7471	REMOVAL OF LATERAL EXOSTOSIS (MAXILLA OR MANDIBLE)	159.86
D7490	RADICAL RESECTION OF MAXILLA OR MANDIBLE	850.34
D7510	INCISION AND DRAINAGE OF ABSCESS - INTRAORAL SOFT TISSUE	42.52
D7520	INCISION AND DRAINAGE OF	85.04

CDT-5 PROCEDURE CODE	DENTAL PROCEDURE DESCRIPTION	Maximum Benefit Payable
	ABSCESS - EXTRAORAL SOFT TISSUE	
D7530	REMOVAL OF FOREIGN BODY FROM MUCOSA, SKIN, OR SUBCUTANEOUS ALVEOLAR TISSUE	42.52
D7540	REMOVAL OF REACTION-PRODUCING FOREIGN BODIES - MUSCULOSKELETAL SYSTEM	85.04
D7560	MAXILLARY SINUSOTOMY FOR REMOVAL OF TOOTH FRAGMENT OR FOREIGN BODY	244.90
D7810	OPEN REDUCION OF DISLOCATION	797.63
D7820	CLOSED REDUCTION OF DISLOCATION	105.45
D7830	MANIPULATION UNDER ANESTHESIA	105.45
D7840	CONDYLECTOMY	744.91
D7850	SURGICAL DISCECTOMY, WITH/WITHOUT IMPLANT	744.91
D7860	ARTHROTOMY	500.01
D7870	ARTHROCENTESIS	85.04
D7910	SUTURE OF RECENT SMALL WOUND UP TO 5 CM	64.63
D7911	COMPLICATED SUTURE - UP TO 5 CM	234.70
D7912	COMPLICATED SUTURE - GREATER THAN 5 CM	265.31
D7920	SKIN GRAFT	170.07
D7940	OSTEOPLASTY - FOR ORTHOGNATHIC DEFORMITIES	1,062.94
D7950	OSSEOUS, OSTEOPERIOSTEAL OR CARTLIAGE GRAFT OF THE MANDIBLE OR FACIAL BONES - AUTOGENOUS OR NONAUTOGENOUS, BY REPORT	850.34
D7955	REPAIR OF MAXILLOFACIAL SOFT AND HARD TISSUE DEFECT	95.25

CDT-5 PROCEDURE CODE	DENTAL PROCEDURE DESCRIPTION	Maximum Benefit Payable
D7960	FRENULECTOMY, SEPARATE PROCEDURE (FRENECTOMY)	85.04
D7970	EXCISION OF HYPERPLASTIC TISSUE - PER ARCH	127.55
D7981	EXCISION OF SALIVARY GLAND, BY REPORT	425.17
D7982	SIALODOCHOPLASTY	372.45
D7983	CLOSURE OF SALIVARY FISTULA	637.76
D9110	*PALLIATIVE (EMERGENCY) TREATMENT OF DENTAL PAIN	29.77
D9210	LOCAL ANESTHESIA NOT IN CONJUNCTION WITH OPERATIVE OR SURGICAL PROCEDURE	25.53
D9211	REGIONAL BLOCK ANESTHESIA	14.88
D9212	TRIGEMINAL DIVISION BLOCK ANESTHESIA	25.63
D9220	DEEP SEDATION/GENERAL ANESTHESIA - FIRST 30 MINUTE	80.80
D9310	CONSULTATION	32.32
D9410	HOUSE/EXTENDED CARE FACILITY CALL	32.32
D9420	HOSPITAL CALL	32.32
D9430	OFFICE VISIT FOR OBSERVATION DURING REGULARLY SCHEDULED HOURS	32.32
D9440	OFFICE VISIT - AFTER REGULARLY SCHEDULED HOURS	32.32
D9610	THERAPEUTIC DRUG INJECTION, BY REPORT	17.01
D9630	OTHER DRUGS AND/OR MEDICAMENTS, BY REPORT	17.01
D9910	APPLICATION OF DESENSITIZING MEDICAMENT	20.41
D9930	TREATMENT OF COMPLICATIONS (POST-SURGICAL) - UNUSUAL CIRCUMSTANCES, BY REPORT	23.82
D9940	OCCLUSAL GUARDS, BY REPORT	37.41

CDT-5 PROCEDURE CODE	DENTAL PROCEDURE DESCRIPTION	Maximum Benefit Payable
D9950	OCCLUSION ANALYSIS - MOUNTED CASE	127.55
D9951	OCCLUSAL ADJUSTMENT - LIMITED	42.52
D9952	OCCLUSAL ADJUSTMENT – COMPLETE	153.05

Orthodontic Benefits

* Orthodontic services and materials are covered for their reasonable and customary cost up to $885.79 per year per eligible Dependent prior to attaining age 26, with a lifetime maximum of $2,657.35 for each such Dependent.

Article XXI--SURFACE MINES

Section (a) **Parking Areas**

At each surface mine covered by this Agreement, the Employer shall designate a parking area, or parking areas, where each Employee will have the opportunity to report to be transported to his jobsite if he so desires. The parking area shall be connected to a public road by an access road provided and maintained as required by Article XXII, Section (b), of this Agreement (Miscellaneous). At the parking area the Employer shall provide a parking lot conforming to the standards established by Article XXII, Section (c), of this Agreement (Miscellaneous). Such areas are not considered permanent and may be changed and moved as warranted by operating considerations. The Employer shall provide transportation by company vehicle for surface mine crews and maintenance Employees from the parking area to the jobsite and back. The regular transportation at the beginning and the end of shifts shall be operated by Employees covered by this Agreement. Employees will be required to be at parking areas at least 15 minutes before their regular starting times, and the Employer will be required to pick up Employees within 15 minutes after their regular quitting time, or overtime worked. The Employee will be paid for waiting time at the jobsite in excess of 15 minutes. Bulletin boards will be provided by the Employer at the parking area for the purpose of posting job vacancies, Union information, and other pertinent notices.

Section (b) **Manning of Surface Mining Equipment**

(1) Stripping and loading equipment at surface mines will be manned by classified Employees as follows:

(i) Draglines and shovels up to 12 yards in size shall be manned by an operator when the machine is in sight and hearing of other Employees, and at other times shall be manned by an operator and another classified Employee. Where by prior practice and custom an oiler or a groundman has been assigned to such machines, that practice shall continue.

(ii) Draglines and shovels from 12 to 30 yards in size shall be manned by an operator and an oiler. However, where by prior practice and custom a groundman has been assigned to such machines, that practice shall continue.

(iii) Draglines and shovels 30 yards to 65 yards in size shall be manned by an operator, an oiler and a groundman.

(iv) Draglines and shovels 65 yards and larger in size shall be manned by an operator, an oiler and a groundman, and at least one additional Employee who shall be an operator, oiler, groundman, or a mechanic, electrician or welder.

(2) **Duties of Oiler**

The oiler shall service the shovel or dragline to which he is assigned. Oilers servicing machines under 12 yards in size shall not be required to be within the swing of the boom. On other machines, the oiler will stay within the swing of the boom of the machine to which he is assigned except when performing duties customarily associated with his job at the machine. The regular classified oiler shall, as part of his duties, learn to perform the duties of the machine operator through an on-the-job break-in under the machine operator's guidance. After such break-in period, the oiler shall operate the dragline or shovel to periodically relieve the operator as directed by the Employer. When performing the operator's duties, the oiler shall be paid the operator's rate.

(3) **Duties of Groundman**

The groundman's duties shall include the following: knocking down the roll; steering the machine; leveling the machine; moving cable for the machine; and performing such other duties as are customarily associated with his job at the machine.

(4) **Drill Helper**

A drill helper shall be assigned to pneumatic drills drilling holes six inches or larger in diameter. The drill helper shall be in the immediate area of the drill to which he is assigned while the drill is in operation. When the drill is not in operation, he may assist the shooter in the loading of holes. Where by prior practice and custom a shooter helper has been assigned to assist the shooter, that practice shall continue.

Section (c) **Eating Place**

The Employer shall provide a centrally located eating place at each major pit which may be either a permanent or portable structure and which the Employer shall keep clean and adequately heated and ventilated to assure reasonably comfortable conditions in all seasons. Where the Employee has access to the cab of the machine or vehicle, such cab shall be considered acceptable and may be used as an eating place.

Section (d) **Cabs**

All cabs of vehicles and heavy machinery shall be adequately heated and ventilated to assure reasonably comfortable working conditions in all seasons.

Section (e) **Special Health and Safety Problems in Surface Mines**

(1) A new and inexperienced Employee with less than 45 working days experience in surface mining shall not be required to work alone in any areas where he cannot be seen or his cries for help heard. During his first 45 working days a new inexperienced Employee shall be given adequate instruction by his Employer on the work practices and mining conditions in the mine in which he is working.

(2) Repairs on electrical components or circuits supplying power to any device or equipment located at a surface mine shall be done by qualified UMWA electricians except to the extent that such work may be performed by others under the provisions of Article IA (Scope and Coverage). When an Employee believes that proper tests have not been made on electrical components or circuits to ensure their safe operation, or that an electrical circuit is not in compliance with applicable state or federal laws or regulations, the Employer must comply with the Employee's request that the condition complained of be examined by a qualified person as defined above. No Employee raising a question regarding the safety of electrical circuits or components shall be subject to discipline or discrimination.

(3) All excavation machinery 65 yards and larger in size shall be equipped with intercom units or another no less effective communicative device.

(4) All trucks operating on or around the mine property shall be equipped with at least two back-up mirrors, one located on each side of the truck, convenient for the operator's use.

(5) All machinery equipped with internal combustion engines shall have the exhaust system installed so as to minimize the Employee's exposure to fumes.

(6) When necessary to allay dust on haulage roadways and in the pit area, the road shall be watered, or some other means used to allay the dust when needed. In the winter months when freezing may occur, effective means shall be used to alleviate slippery conditions on such roadways.

(7) All entrances to blasting areas shall be guarded to prevent unauthorized access during blasting. Blasting activities shall be performed in accordance with applicable federal and state laws and regulations which are incorporated herein by reference.

(8) Whenever a haulage truck crosses a public road, safeguards will be taken to assure safe crossing.

(9) When an Employer transports coal from its tipple or other loading point by its train to another of its loading or dumping points, a classified Employee shall be assigned as a brakeman, switchman, or trip rider to assure safe operation.

(10) All haulage roads on mine property shall be maintained in safe and serviceable condition.

(11) The Employer shall provide an ample supply of potable drinking water to all Employees at all times when they are working and shall be responsible for assuring that water containers are kept clean.

Section (f) **Toilets**

The Employer shall provide sanitary ventilated toilets for the use of Employees at the jobsite and shall be responsible for keeping those facilities clean.

Section (g) **Swing Shift**

A swing shift shall be used for stripping shovels, draglines, overburden drills and all other classifications which regularly work seven days a week where recognized by local agreement. When the operator uses a swing shift the regular crews shall be assured of six days each week except weeks in which holidays or vacation occur.

Section (h) **Leasing of Employees' Vehicles**

The renting of Employees' trucks or vehicles is prohibited except where the Employee voluntarily accepts a rental agreement for his vehicle. No Employee shall be disciplined or discriminated against for refusing to accept such an agreement.

Section (i) **Production and Processing of Coal at Surface Mines**

Upon approval by two-thirds of the local union members at the mine, a surface mine Employer may elect to extend the work day of Employees working on a traditional schedule engaged in the mining and loading of coal to shifts of eight (8) hours, provided that work on the seventh consecutive day shall remain optional. Additionally, the Employer and the local union shall agree prior to the institution of such system upon methods to insure that overtime is equally shared and that swing crews are utilized in accordance with the provisions of Section (g) of this Article. No Employee shall be disciplined or discriminated against for exercising his right to refrain from work on the seventh consecutive day.

Article XXII--MISCELLANEOUS

Section (a) **Bathhouse**

The Employer shall provide bathhouse facilities for all classified Employees complying with the standards established in regulations promulgated by the U.S. Department of Labor under the Federal Mine Safety & Health Act of 1977. It shall be the responsibility of the Employer to see that bathhouse facilities are maintained in clean and sanitary condition. There shall be no charge by the Employer for use of a bathhouse or washroom. The Employer will furnish soap in the bathhouse or washroom. The bathhouse shall be heated sufficiently to dry the Employee's working clothes. Where an Employer has successfully petitioned for modification of the mandatory health and safety standards relating to bathhouses and washrooms, and is not required to furnish a bathhouse or washroom, the Employer must make other satisfactory arrangements with the UMWA District to compensate the Employees affected.

Section (b) **Access Roads**

The Employer shall maintain mine access roads in reasonably good condition to permit safe passage by Employees and their vehicles. An access road is a road providing access from a public road to the location where Employees report to work. This provision imposes no responsibility on the Employer for maintenance of any public road.

Section (c) **Parking Facilities**

The Employer shall provide and maintain an adequate parking facility for Employees' vehicles. Where such facility is permanently located, it shall be adequately lighted.

Section (d) **Bulletin Boards**

The Employer agrees to provide bulletin boards or bulletin spaces for the Union's use, and the Union agrees to post notices or information of interest to the Union.

Section (e) **Coke and Cleaning Plants**

Proper rules may be negotiated by the Employer with the International District Vice President subject to approval of the International Union to provide for continuous operation of coking and cleaning plants.

Section (f) **Compulsory Retirement**

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

Section (g) **House Coal**

House coal shall be sold to all Employees (including retired Employees or their widows and the widows of Employees of the company) who live within a reasonable distance of the mine, for their own household use, at the cost of production exclusive of sales and administrative costs.

Section (h) **House Rent**

Equitable adjustment of house rents shall be made by the Employer and the International District Vice President subject to approval of the International Union.

Section (i) **Attendance Control**

(1) The Employer may elect to implement the Standard Attendance Control Program in paragraph (2) below or have no program.

Within 30 days following the opening of a new facility covered by this Agreement or within 30 days following the reopening of a facility which was not operational on the Effective Date of this Agreement, the Employer may also elect to implement the Standard Attendance Control Program in paragraph (2) below or have no program.

(2) Standard Attendance Control Program

Regular work attendance shall be required for all Employees and all absences must be accounted for. Each mine, or other facility shall maintain a record of individual absenteeism and administer this program to reduce absenteeism in accordance with local policy, contractual obligation and sound judgment. An Employee who makes a habit of laying off for single days other than for good cause or proven sickness and continues to do so after having been warned by Management with notice to the Mine Committee may be suspended with the intent to discharge.

(a) Effective on the ratification date, an Employee who accumulates two (2) single days of unexcused absence in a 30-day period, or three (3) single days of unexcused absence in a 180-day period or four (4) single days of unexcused absence in a 365 day period will receive counseling from Management that such absenteeism is unacceptable and must change. No unexcused absence incurred prior to the ratification date will be considered for purposes of applying this paragraph. The Mine Committee will be provided reasonable notice of pending counseling sufficient to accommodate participation in the counseling session.

(b) If, after the date of the counseling session in paragraph (a) an Employee again accumulates two unexcused absences in a 30 calendar days, or three unexcused absences in 180 calendar days, or four unexcused absences in 365 calendar days, such unexcused absence will be considered just cause for discharge, and the Employee may be suspended with notice of intent to discharge.

(3) Nothing in this Section shall preclude the Employer from establishing or enforcing work rules regarding tardiness and leaving the shift early, provided such policies shall be separate and distinct from the Attendance Control Program and the Chronic and Excessive Absenteeism Program, and incidents of tardiness or leaving early shall not be treated as absences under those programs.

(4) Absences of Two Consecutive Days

When any Employee absents himself from his work for a period of two (2) consecutive days without the consent of the Employer, other than because of proven sickness, he may be discharged. This provision shall apply to all locations regardless of whatever attendance control program (if any) is elected or retained at any location.

(5) Consistent application of this policy to all Employees is the key to the successful administration of this program to reduce absenteeism. The objective of the program is to encourage regular attendance and provide a fair and systematic method of handling chronic offenders.

(6) Tardiness and leaving the shift early shall not count as a full day of absence towards the provisions in this Section.

Section (j) **Memorial Periods**

The International Union, United Mine Workers of America, may designate memorial periods not exceeding a total of ten (10) days during the term of this Agreement at any mine or operation provided it shall give reasonable notice to the Employer.

Section (k) **Closing Following Fatal Accident**

In addition to the memorial period provisions to be designated under Section (j), work shall cease at any mine on any shift during which a fatal accident occurs, and the mine shall remain closed on all succeeding shifts until the starting time of the next regularly scheduled work of the shift on which the fatality occurred.

Section (l) **New Machinery**

The right to install and operate new types of equipment is recognized. When such equipment is to be installed which is not already in use in the industry, the Employer shall give thirty (30) days advance notice to the International District Vice President of the UMWA District in which the new type of equipment is to be located. During this period the two parties shall make every effort to agree upon the job grade in Appendix A which shall apply, as well as the manning requirements on the equipment. If no agreement is reached, the equipment may be put into experimental operation utilizing temporary assignments under the direction of members of management and the manufacturer's representatives.

Thereafter, if no agreement is reached within 30 days (except downtime) from the time the equipment is placed into experimental operation, such equipment may continue in service with classifications and manning requirements established by the Employer. The Employer shall consider recommendations of the International District Vice President with respect to manning requirements, and if the Employer accepts and puts those recommendations into effect, the matter of manning shall be considered settled. If the Employer fails to adopt the recommendations of the International District Vice President, the equipment may continue in service with manning requirements established by the Employer. Employees shall have the right to file and process grievances as to manning and classifications under Article XXIII. Should the Employees prevail in such grievance proceedings, the arbitrator shall grant retroactive relief with respect to classifications.

Section (m) **Pay Day**

All Employees will be paid at least every two (2) weeks. Payment shall be made by cash or check with recognition for legitimate deductions. The discounting of earnings through the use of scrip or tokens is prohibited. The Employee shall receive, with his pay, a plain statement itemizing the number of hours worked during the pay period and, if practicable, setting forth the straight time and overtime hours worked during the pay period. The statement shall also itemize all payroll deductions.

Section (n) **Lunches**

Any classified Employee working two or more hours in addition to his own regular

shift or who is called back to work after leaving the Employer's premises shall be provided a lunch at the Employer's expense.

Section (o) **Portals**

Except as otherwise provided in Article XXI, Section (a), (Surface Mine Parking Areas), the Employer shall have the right to designate the portal or portals and may move or establish new portals if adequate facilities, conveniences and safety are furnished the Employees at such new portals when such new portals are placed in use, subject to the right of review on the part of the Union.

Section (p) **Tools**

The Employer shall furnish all necessary mine workers' tools.

Section (q) **Tramming**

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

Section (r) **Local Union Meeting Place**

At each of the mines covered by this Agreement, the Employer agrees to permit the local union to use the bathhouse as a meeting place, provided, however, that such use does not interfere with production or the intended use of these facilities.

Section (s) **Bonus Plans**

(1) Procedures

Before any bonus plan can be installed, it shall be submitted to a vote by the Employees to be covered by the plan. Provided a majority of those voting approve, the Employer may establish, revise, or terminate the plan only in accordance with the following procedures:

(A) The Employer shall notify the Mine Communication Committee of his intention to install a bonus plan at least sixty days prior to its planned commencement date.

(B) During such sixty-day period the Employer shall thoroughly discuss and explain the proposed plan to the Mine Communication Committee and shall serve a copy of the plan on the International Union. The Mine Communication Committee may at any time after thirty days, but within 100 days following installation, initiate a grievance alleging

that a new bonus plan does not meet the requirements of this Section.

(C) At least forty-five days prior to its commencement the Employer shall distribute a description of the plan to all active classified Employees at the mine and with the assistance of the Mine Communication Committee answer all questions that may arise.

(D) The Employer may make minor revisions in the operation of the plan after explanation of such revisions to the Mine Communication Committee and after giving seven days notice of such change prior to the beginning of a pay period to all active classified Employees in the mine.

(E) A major revision of the plan shall be considered a new plan and may be effected in the same manner as a new plan.

(F) The Employer may not terminate a plan without first giving notice to the members of the bargaining unit at the mine thirty days prior to the date of termination.

(2) Conditions

Bonus plans shall not be commenced or continued unless a plan satisfies all of the following conditions:

(A) The plan does not lessen safety standards as established by applicable law and regulations,

(B) The plan shall provide an earnings opportunity above the standard daily wage rate for all active classified Employees at the mine,

(C) The plan shall require that quarterly reports be made to the Union of all compensation paid under its terms,

(D) Compensation provided under the plan shall only be monetary.

(3) Resolution of Disputes

Any dispute concerning the application of a bonus plan shall be subject to resolution solely in the grievance and arbitration procedure contained in Article XXIII of this Agreement. Where an arbitrator finds that a bonus plan has lessened safety standards as prescribed in (2)(A) above, the plan shall be suspended until such standards are met.

Article XXIII--SETTLEMENT OF DISPUTES

Section (a) **Mine Committee**

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

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

Section (b) **District Arbitrators**

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

(2) As an alternative, an Employer and the UMWA district may choose to select a district arbitrator or panel of district arbitrators. In such event, representatives of the Employer and the UMWA district in which that Employer operates shall, within ninety days following the Effective Date of this Agreement, select an impartial arbitrator or

panel of impartial arbitrators to be used in matters referred to arbitration under the provisions of this Agreement. This panel may be changed or supplemented by mutual consent of the appointing parties. The arbitrator or arbitrators so selected shall serve for such term as agreed upon by the appointing parties. If the Employer and the UMWA district do not make a selection of an arbitrator or panel of arbitrators within the prescribed time, the selection procedure under section (b) (1) shall apply

If an Employer and the UMWA district so select an arbitrator or panel of arbitrators, they then may elect to (1) abide by the procedural requirements provided for in paragraph (c)(4) of this Article or (2) mutually agree upon all procedural requirements required for the handling of disputes at step 4 of the grievance procedure, provided such step continues to provide for final and binding arbitration of the dispute. Where an Employer and the UMWA district elect to handle disputes at step 4 by means of a transcript at the step 3 meeting, then a transcript shall be made at the step 3 meeting despite any provision in this Agreement to the contrary. Said agreement shall be set forth in writing and shall not be changed for the duration of this Agreement. Further, if the Employer and the UMWA district mutually agree on procedural requirements different from those set forth in paragraph (c) (4) of this Article, such agreement must be finalized within ninety days following the Effective Date of this Agreement. If no separate agreement is reached on procedural requirements, then the procedure set forth in paragraph (c)(4) of this Article shall remain in effect.

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

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

Section (c) **Grievance Procedure**

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

Disputes arising under this Agreement shall be resolved as follows:

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

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

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

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

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

In cases in which the parties have agreed that there is no question of fact involved in the grievance, the arbitrator may decide the case upon the basis of a joint statement of the parties and such exhibits as they shall submit. The hearing shall be recorded by the arbitrator and shall be closed upon the completion of testimony. The arbitrator shall render his decision as soon after the close of the hearing as may be feasible. To avoid delays in the issuance of decisions, post hearing briefs will not be permitted except in cases where the arbitrator determines that such briefs are necessary for a full understanding of the matter before him. If the arbitrator is unable to make his decision

within 30 days of the close of the hearing, he shall promptly advise the parties of the reasons for the delay and the date when his decision will be submitted. The arbitrator's decision shall be final and shall govern only the dispute before him. Expenses and fees incident to the service of an arbitrator shall be paid equally by the Employer affected and by the UMWA district affected.

Section (d) **Ten Day Limitation**

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

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

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

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

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

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

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

The grievant shall have the right to be present at each step of the grievance procedure until such time as all evidence is taken.

Section (h) **Finality of Decision or Settlement**

Settlements reached at any step of the grievance procedure shall be final and binding on both parties and shall not be subject to further proceedings under this Article except by mutual agreement. Settlements reached at steps 2 and 3 shall be in writing and signed by appropriate representatives of the Union and the Employer. The provisions of this

Agreement supersede any settlements, arbitration decisions or other agreements that are inconsistent with or conflict with this Agreement.

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

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

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

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

Section (k) **Prior Agreement**

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

Article XXIV--DISCHARGE PROCEDURE

Section (a) **Just Cause Required**

No Employee covered by this Agreement may be disciplined or discharged except for just cause. The burden shall be on the Employer to establish grounds for discharge in all proceedings under this Agreement.

Section (b) **Procedure**

Where management concludes that the conduct of an Employee justifies discharge, the Employee shall be suspended with intent to discharge and shall be given written notice stating the reason, with a copy to be furnished to the Mine Committee. After 24 hours, but within 48 hours, the Employee shall be afforded the right to meet with the mine superintendent or manager. At such meeting, a member or members of the Mine

Committee shall be present and, if requested by the Employee or the Mine Committee, a representative of the District shall also be present. When the district representative requests, the forty-eight hour time limit will be extended by an additional 48 hours. The Employer shall be entitled to have an equal number of representatives at the meeting.

Section (c) **Suspension**

If the Employer informs the Employee at the meeting between the Employee and the mine superintendent or manager that he still intends to discharge the Employee (or if no meeting was requested), the Employee remains suspended with intent to discharge for a period of time necessary to permit him to file a grievance and have it arbitrated. If the Employee does not file a grievance within five days of the notice of suspension with intent to discharge, the discharge shall become effective immediately.

Section (d) **Immediate Arbitration**

(1) If the District believes that just cause for discharge does not exist, it shall arrange with the Employer for immediate arbitration of the dispute, bypassing steps one through three of the grievance procedure.

(2) The next available district arbitrator shall immediately be assigned to hear the case.

(3) The appropriate district arbitrator shall hear the case within five days. At the conclusion of the hearing, the district arbitrator shall at that time announce his decision which shall be binding on all parties. Following the hearing, the arbitrator shall forthwith reduce his decision to writing within 10 days. If the arbitrator determines that the Employer has failed to establish just cause for the Employee's discharge, the Employee shall be immediately reinstated to his job. If the arbitrator determines that there was just cause for the discharge, the discharge shall become effective upon the date of the arbitrator's decision.

Section (e) **Regular Arbitration**

If neither the Employee nor the Mine Committee request immediate arbitration, the Employee shall be discharged at the conclusion of the fifth day of his suspension, and his case shall be processed in accordance with the provisions of Article XXIII (Settlement of Disputes).

Section (f) **Compensation for Lost Earnings**

In all cases where it is determined that just cause for discharge has not been established, the Employee shall be reinstated and compensated for lost earnings at his applicable straight and premium time rates prior to discharge. Provided, however, that such case shall be taken up within five (5) days from the date of discharge.

Article XXV--DISCRIMINATION PROHIBITED

Neither the Employer nor the Union shall discriminate against any Employee or with regard to the terms or availability of classified employment on the basis of race, creed, national origin, sex, age, political activity, whether intra-Union or otherwise. In addition, the Employer and Union agree that they will adhere to applicable provisions of the Vietnam Era Readjustment Assistance Act of 1974, as amended by Uniform Services Employment and Reemployment Rights Act ("USERRA"), the Rehabilitation Act of 1973, and the Americans With Disabilities Act.

Article XXVI--DISTRICT AGREEMENTS

Section (a) **New Districts**

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

Section (b) **Prior Practice and Custom**

This Agreement supersedes all existing and previous contracts except as incorporated and carried forward herein by reference; and all local agreements, rules, regulations and customs heretofore established in conflict with this Agreement are hereby abolished. Except where abolished by mutual agreement of the parties, all prior practice and custom not in conflict with this Agreement shall be continued, but any provisions in any District or local agreements providing for the levying, assessing or collection of fines or providing for "no-strike," "indemnity," or "guarantee" clauses or provisions are hereby expressly repealed and shall not be applicable during the term of this Agreement. Whenever a conflict arises between this Agreement and any District or local agreement, this Agreement shall prevail.

Within six (6) months following the Effective Date of this Agreement, the Employers and all the UMWA International District Vice Presidents shall provide to the International Union and to the Employers copies of all District agreements in their possession. All District agreements which are not provided to the International Union and the Employers during the first six (6) months of this Agreement may not be relied upon by any Employer or the Union in any grievance proceeding which may occur during the balance of this Agreement.

Section (c) **Protective Wage Clause**

Any and all provisions of any contracts or agreements between the parties hereto or some of them whether national, district, local or otherwise providing for a protective wage clause and a modification of this Agreement or said agreements if a more favorable wage agreement is entered into by the United Mine Workers of America, are hereby

rescinded, canceled, abrogated and made null and void.

Section (d) **Approval of District Agreements**

No District contract or agreement negotiated hereunder shall become effective until approval of such contract or agreement by the International Union, United Mine Workers of America, has been first obtained.

Article XXVII--MAINTAIN INTEGRITY OF CONTRACT AND RESORT TO COURTS

The United Mine Workers of America and the Employers agree and affirm that, except as provided herein, they will maintain the integrity of this contract and that all disputes and claims which are not settled by agreement shall be settled by the machinery provided in the "Settlement of Disputes" Article of this Agreement unless national in character in which event the parties shall settle such disputes by free collective bargaining as heretofore practiced in the industry, it being the purpose of this provision to provide for the settlement of all such disputes and claims through the machinery in this contract and by collective bargaining without recourse to the courts.

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

Article XXVIII--SEVERABILITY CLAUSE

Section (a) **General Rule**

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

Section (b) **Exception**

In the event the parties are restrained or prohibited by any agency or branch of the federal or state government from implementing or effectuating the economic benefits, including payments to the 1974 Pension Trust required by this Agreement, either party hereto may, after the imposition of such restraint, give sixty days notice of termination of this Agreement and, thereafter shall meet and discuss and attempt to agree on the basis for a continuation of the Agreement for its term. If no agreement is reached within the 60-day period, the Agreement will terminate.

Section (c) **Termination**

Notwithstanding Sections (a) and (b) above, the Union shall have the right to terminate this Agreement and any MOUs or side-letters executed contemporaneously herewith or the VEBA Funding Agreement (collectively, the "Settlement Documents"), for any of the following reasons enumerated paragraphs (1) and (2), below:

1) Following execution of this Agreement, the Debtors shall promptly seek approval of the Settlement Documents from the Bankruptcy Court (the "Approval Motion") and the Union shall promptly seek ratification from its membership. The Union shall support the Approval Motion before the Bankruptcy Court. If (i) the Bankruptcy Court denies the Approval Motion, or (ii) the Union membership fails to ratify the Agreement, or (iii) the Union does not execute a VEBA Funding Agreement, or (iv) the entire amount of the Initial Investor Payment, as such term shall be defined in the VEBA Funding Agreement, is not contributed to the VEBA on or before the date required by the VEBA Funding Agreement, the Union shall have the right to terminate the Settlement Documents, which agreements shall thereafter be of no further force and effect.

2) In addition, the Union may terminate the Settlement Documents if the terms of any plan of reorganization in the Employer's Chapter 11 cases (a "Chapter 11 Plan") conflict with or alter any terms of this Agreement or the VEBA Funding Agreement and such Chapter 11 Plan becomes effective, provided that the Union will notify the Employer in writing no later than ten (10) business days after the filing of such Chapter 11 Plan or the filing of any amendment to a Chapter 11 Plan, which amendment conflicts in any way with the terms of this Agreement or the VEBA Funding Agreement. In the event that such notice is given and such Chapter 11 Plan becomes effective, the Union shall have the right to terminate the Settlement Documents, which shall thereafter be of no further force or effect. In addition, technical defects in the form of the notice shall not be deemed to impair the rights of the Union under this provision.

Nothing in this Section shall be subject to the grievance and arbitration procedure contained in Article XXIII of this Agreement, and the parties expressly agree to exempt this Section from any agreement to arbitrate disputes. Any dispute arising under this Section (c) shall be litigated in the United States Bankruptcy Court for the District of Missouri. The Employer and the Union agree that, in any dispute with respect to a termination pursuant to this Section (c), the sole question that shall be raised to and resolved by the Court shall be whether one of the conditions or circumstances giving the Union a right to terminate has occurred.

Both parties hereto acknowledge that only the Union and the Employer as parties to this Agreement shall have any rights under this Agreement or to enforce the Agreement and only they shall be considered 'interested parties' to any proceeding to enforce the Agreement. Nothing in this Section, express or implied, is intended to or shall confer upon any other person or entity any right, benefit or remedy of any nature whatsoever under or by reason of this Section.

In the event this Agreement is properly terminated, the Union and the Employer shall each have the right to exercise all rights under the law.

Article XXIX--RATIFICATION AND TERMINATION OF THIS AGREEMENT

This Agreement is effective as of 12:01 a.m. on June 30, 2013 (the Effective Date), provided that this Agreement has been ratified and approved by the membership covered hereby.

Except as provided in Article XXVIII, this Agreement shall not be subject to termination by either party signatory hereto prior to 11:59 p.m., December 31, 2018, provided, however, that either the party of the first part or the party of the second part may terminate this Agreement on or after 11:59 p.m., December 31, 2018, by giving at least sixty days written notice to the other party of such desired termination date.

In the event of an economic strike at the expiration of this Agreement, Employers will advance the premiums for the Employees' health and life insurance coverage for the first 30 days of such strike. Such advanced premiums shall be repaid to the Employers by the Employees through check-off deduction upon their return to work. Should such a strike continue beyond 30 days, the Union or the Employees may elect to continue coverage by paying the premiums themselves. This paragraph shall survive the termination of the remainder of this Agreement and shall continue in effect until the purpose for which it was established is satisfied.

IN WITNESS WHEREOF, the Union and each Employer signatory hereto has caused this Agreement to be signed to become effective as of 12:01 a.m. on June 30, 2013 ("the Effective Date") only upon the condition that this Agreement is ratified and approved by the membership covered hereby.

UNITED MINE WORKERS OF AMERICA

CECIL E. ROBERTS
International President
DANIEL J. KANE
International Secretary-Treasurer

EASTERN ASSOCIATED COAL, LLC

President

APPENDICES GO HERE IN EACH AGREEMENT

JOBS MOU
Table for calculating pension benefits
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Appendix B: Job classifications and job titles
Appendix C: Alternative schedules
Appendix D: 2007 NIMs optional work schedule

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CECIL E. ROBERTS
International President
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International Secretary-Treasurer

HERITAGE COAL COMPANY, LLC

President

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UNITED MINE WORKERS OF AMERICA

CECIL E. ROBERTS
International President
DANIEL J. KANE
International Secretary-Treasurer

COLONY BAY COAL COMPANY, LLC

President

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UNITED MINE WORKERS OF AMERICA

CECIL E. ROBERTS
International President
DANIEL J. KANE
International Secretary-Treasurer

MOUNTAIN VIEW COAL COMPANY, LLC

President

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UNITED MINE WORKERS OF AMERICA

CECIL E. ROBERTS
International President
DANIEL J. KANE
International Secretary-Treasurer

PINE RIDGE COAL COMPANY, LLC

President

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UNITED MINE WORKERS OF AMERICA

CECIL E. ROBERTS
International President
DANIEL J. KANE
International Secretary-Treasurer

RIVERS EDGE MINING, INC.

President

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UNITED MINE WORKERS OF AMERICA

CECIL E. ROBERTS
International President
DANIEL J. KANE
International Secretary-Treasurer

APOGEE COAL COMPANY, LLC

President

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UNITED MINE WORKERS OF AMERICA

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HOBET MINING, LLC

President

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