

2025 COAL WAGE AGREEMENT

Article I--ENABLING CLAUSE

THIS AGREEMENT made this day of **September** __, **2025**, between each coal operator signatory hereto which is identified on Attachment A to this Agreement as party of the first part (each coal operator which is a signatory hereto being called an "Employer") and the International Union, United Mine Workers of America (hereinafter called "Union"), on behalf of each member thereof, as party of the second part, covers all of the bituminous coal mines described in Article IA, Section (f), owned or operated by said first party. This Agreement carries forward and preserves the terms and conditions of all the various District agreements executed between the United Mine Workers of America and the various operators and coal associations subject to the terms and conditions of this Agreement and as amended, modified and supplemented by this Agreement as herein set out.

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

WITNESSETH: It is agreed that this contract is for the exclusive joint use and benefit of the contracting parties, as defined and set forth in this Agreement. It is agreed that at operations covered by this Agreement the United Mine Workers of America is recognized herein as the exclusive bargaining agency representing the Employees of the parties of the first part. It is further agreed that as a condition of employment all Employees at operations covered by this Agreement shall be, or become, members of the United Mine Workers of America, to the extent and in the manner permitted by law, except in those exempted classifications of employment as hereinafter provided in this Agreement. This provision does not change the rules or practices of the industry pertaining to management. The Mine Workers intend no intrusion upon the rights of management as heretofore practiced and understood. It is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economic relationships in the bituminous coal industry and to set forth herein the basic agreements covering rates of pay, hours of work and conditions of employment to be observed between the parties, and shall cover the employment of persons employed in the bituminous coal mines covered by this Agreement. Management will not abridge the rights of the Employees as set forth in this Agreement. It is further agreed that the use of any pronouns in this Agreement is not intended to be gender-specific and the intent is that all such usages encompass all genders.

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 the 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, except as provided in Section (c) of this Article.

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

The Employer shall not 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

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, or as is permitted by Attachment B to this Agreement. When a dispute arises under this section, it shall be adjudicated through the grievance machinery and in such proceedings the following rule will apply: the burden is on the Employer to prove that classified work has not been performed by supervisory personnel.

Section (d) Management of the Mines

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

Section (e) Union's Rights

Authorized representatives of the Union shall be permitted reasonable access to the mine property to insure compliance with this Agreement. The Employer shall provide candidates for Union office reasonable 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**

- (1) The Parties agree that, for the purpose of preserving bargaining unit work to active and laid-off UMWA-represented employees, the coal lands identified and described on the maps attached to this Agreement labeled Exhibit A ("Coal Lands") shall be under the jurisdiction of the **2025** Coal Wage Agreement and shall comprise the operations referenced in Article I and Article IA of the **2025** Coal Wage Agreement. Consistent therewith, all classified work performed on said Coal Lands shall be performed by UMWA-represented bargaining unit employees to the greatest extent permitted by law.
- (2) To the extent that properties owned by The Employer located immediately adjacent to the Coal Lands referenced in paragraph 1, above, are put into production or use, such immediately adjacent properties shall be regarded as an accretion and agglomeration to said Coal Lands under the jurisdiction of the **2025** Coal Wage Agreement and shall comprise the operations under the jurisdiction of the **2025** Coal Wage Agreement. Consistent therewith, all classified work performed on said Coal Lands shall be performed by UMWA-represented bargaining unit employees to the greatest extent permitted by law.
- (3) Further, to the extent that any coal lands described in Sections 1 and 2, above, are traded, sold, leased or otherwise conveyed for other coal lands or other consideration, then all classified work on such newly acquired coal lands shall be performed by UMWA-represented employees to the greatest extent permitted by law.

Section (g) **Contracting and Subcontracting**

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

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

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

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

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

(1) The Employer agrees 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 prior practice and custom, shall not be contracted out at any time unless all such Employees with necessary skills to perform the work are working no less than 5 days per week, or its equivalent for Employees working on alternative schedules.

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

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, the Employer 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. 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.

E. UMWA-BCOA Training and Education Fund

Section 1. Establishment

The parties hereto recognize that unemployment currently exists in the various coalfields and that unemployment places burdens on UMWA miners, their families and communities. To lessen those burdens and to aid them in acquiring gainful employment, the parties hereby establish the UMWA-BCOA Training and Education Fund.

Section 2. Purpose

The UMWA-BCOA Training and Education Fund is established to provide financial assistance for training or education to unemployed UMWA miners, who have performed classified work under this Agreement or any predecessor agreement thereto, and/or their family dependents and/or the family dependents of active classified Employees of signatory Employer, so long as such persons are seeking employment opportunities in the coal industry, in coal-related industries or in any other vocation, trade or employment opportunity of the applicant's choosing. The decision to make an assistance grant to an eligible applicant, the form of the grant and the amount of each assistance grant shall be determined by the Fund's Trustees at their sole discretion. Grants may be renewed annually according to rules adopted by the Fund's Trustees.

Section 3. Administration

The UMWA-BCOA Training and Education Fund shall be jointly administered by two Trustees, one of whom shall be appointed by the UMWA and one of whom shall be appointed by the BCOA. The Trustees shall be responsible for adopting all necessary rules for the distribution of training and education monies, establishing separate accounts, accounting for all monies owed to or received by the Fund, providing a full accounting of the Fund's monies in May and November of each year to the Presidents of the UMWA and BCOA and all other action necessary for the proper and efficient operation of the Fund. The salaries and expenses of the Trustees and all administrative costs shall be the responsibility of the Fund. The parties intend that maximum funds be used for training and education purposes. The UMWA will supply, at no cost to the Fund, office space for the administration of the Fund. Nothing herein shall preclude receipt of monies from other sources for purposes consistent with the Fund.

Section 4. Funding

(a) During the term of this Agreement each signatory Employer shall have no obligation to contribute to the Training and Education Fund referred to in this Article.

F. Skills Training

Section 1. General

The parties recognize that technological changes are now occurring and may continue to occur in the coal industry. These technological changes may require new employee skills or the refinement of existing employee skills in order for operations covered by this Agreement to be safe and efficient. To keep pace with these technological changes, as required by the Employer, and to develop and increase the skills of the classified work force and to enhance job security the parties establish the UMWA-Employer Skills Training Program.

Section 2. Purpose

As a demonstrated need arises at a mine or facility covered by this Agreement, the Employer shall establish for such mine or facility a Skills Training Program. The Skills Training Program would be established to increase the efficiency of certain active classified Employees by enhancing or modifying existing skills or by developing the new skills necessary regarding new machinery or other equipment used in the course of the operation which has been modified or improved by technology or has not before been utilized at the mine or facility. Neither the program nor its implementation is in any way intended to expand or diminish any work jurisdiction express or implied under the Agreement. Neither will the program limit or restrict in any way any rights of the Employer or the Union under this Agreement.

Section 3. Skills Training Program

When new technology or improvements to existing technology are introduced at any operation covered by this Agreement and new skills are needed to utilize such new technology or improvements, the Employer shall provide the appropriate active classified Employees whom it deems necessary with the skills training necessary for the safe and efficient operation of the component, machine or equipment introduced. The skills training may be performed at the manufacturer's facility, at the Employer's training facility, on the job, or at any other site appropriate for such training.

Each training program shall emphasize health and safety in addition to the other requirements of the job. Appropriate local and district officials of the Union shall have the opportunity to review each training program and make comments and suggestions.

Employees shall be paid at their regular straight time classified rate for all time spent in skills training in accordance with the provisions of this Section, except when the overtime rate is required by statute. In those cases where travel away from the work place or overnight stay is required for the skill training the Employer and the Local Union shall meet and establish the amount and the manner in which expenses will be provided Employees for lodging and travel associated with the Training Program.

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 Employer, 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 **\$500.00** during each year of the Agreement; 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.

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 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.

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. For inside day workers these eight (8) hours shall be paid for at straight time rate. Overtime beyond eight (8) hours per day and forty (40) hours per week shall be paid for at time and one-half with no pyramiding of overtime. Straight time rates for inside day workers shall be the total daily normal shift earnings for eight (8) hours divided by eight (8) hours.

(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 eight (8) hours is established including a staggered thirty (30) minutes for lunch, and without any intermission or suspension of operations throughout the day. These eight (8) hours shall be paid for at straight time rate. Overtime beyond eight (8) hours per day and forty (40) hours per week shall be paid for at time and one-half, with no pyramiding of overtime. Straight time earnings for outside day workers covered by this paragraph shall be the total daily normal shift earnings for eight (8) hours divided by eight (8) hours.

(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. These eight (8) hours shall be paid for at straight time rate. Overtime beyond eight (8) hours per day and forty (40) hours per week shall be paid for at time and one-half, with no pyramiding of overtime. Straight time earnings for day workers covered by this paragraph shall be the total daily normal shift earnings for eight (8) hours divided by eight (8) hours.

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, so long as such payments are consistent with applicable law. 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.

Section (d) **Lampman**

The lampman is not a continuous Employee under subsection (b) (3). A lampman works eight (8) hours, at straight time and is entitled to receive premium rates for any hours worked in excess of his eight (8) hour shift.

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

(1) Work performed on Saturday shall be paid for at time and one-half or rate and one-half, except that double time or double rates shall be paid for all work in excess of an Employee's basic work day as defined

in Section (b). Work performed on Sunday shall be paid for at double time or double rates. Work performed on holidays shall be paid for at triple time or triple rates. 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 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.

(3) All Employees at mines which produce coal six (6) days per week 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. However, for mines that operate longwall miners and during the period beginning on the Effective Date and continuing through the term of this Agreement, the Employer has the right to operate with less than full staffing for up to seven (7) days per year at each such mine.

(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, and shall be given equal opportunity to share the available work on premium days, 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 Sunday or holidays, 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).

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.

Also see Appendix F at page 130 which is incorporated into this Agreement.

Article V--HELPERS ON FACE EQUIPMENT IN UNDERGROUND MINES

Section (a) Assignment of Helpers

(1) Full-time Helpers shall not be a requirement under this Agreement. Helpers may be assigned to assist Continuous Mining Machine Operators and Roof Bolting Machine Operators when management and the local union agree that conditions warrant the use of helpers.

A full-time helper may be assigned to assist each continuous mining machine operator on each continuous mining section, and a full-time helper may be assigned to assist each roof bolting machine operator on each continuous mining section and each conventional mining section, subject to mutual agreement of management and the local union.

Section (b) Duties and Responsibilities of Helpers

(1) Helper-Trainee. An Employee who successfully bids for a helper position shall be a helper-trainee for a maximum period of 120 days after he is awarded a helper's job. If after 30 days, it is determined that the Employee cannot successfully complete his period of training for the machine operator's job, he shall be returned to his former job and the helper job reposted and filled in the same manner. During the 120-day period, the helper-trainee shall be trained to operate the machine to which he is assigned and shall learn to perform the duties which are essential to the safe and efficient operation of the machine. And, in addition, he shall perform the jobs normally associated with the operation of the machine as directed by management. The helper-trainee shall be taught his duties by the machine operator and will be paid at wage grade four (4).

(2) Fully-Trained Helper. A fully-trained helper is an Employee who has successfully completed the maximum 120-day training period. The fully-trained helper shall then receive the machine operator rate and shall continue to perform his helper duties and shall relieve and spell the machine operator in the operation of the machine. And, in addition, he shall perform the jobs normally associated with the operation of the machine as directed by management until such time as a permanent vacancy arises on the machine at which time he shall be promoted to the machine operator's job except as provided in Article XVII, section (i) (11) (Seniority). At that time a new helper job will be posted and filled under the job bidding procedures.

Section (c) Exemption

The provisions of this Article shall not be applicable to machines at mines where by law or prior practice helpers or two full-time operators are assigned to face equipment. In addition, the provisions of this Article shall not be applicable in any UMWA District where by District agreement, helpers or two full-time operators are assigned throughout the District to face equipment.

Article VI--SHIFTS

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) Working into the Next Shift

An Employee who completes his regularly scheduled shift and continues to work into the next shift shall be paid the applicable premium rate for all additional hours worked.

Section (d) Call-back

An Employee who completes his regularly scheduled shift and leaves his Employer's premises and is called out on another shift within a twenty-four hour period from the beginning of his regularly scheduled shift shall be paid the applicable premium rate for the hours worked on the additional shift.

Section (e) Shift Rotation

Time and one-half shall not be paid where the regular rotation of shifts requires the working of more than one shift in any consecutive twenty-four hour period.

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 at the Face

The Employer has the right to change crews at the face, including the right to require reasonable amounts of overtime as necessary to allow for changing at the face.

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 or premium 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 for any scheduled overtime or premium time.

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 rate, including payment for any regularly scheduled overtime and premium pay, 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 **2025**, each classified Employee with one year or more of classified service with his Employer shall become eligible for Personal or Sick Leave, at his regular rate (including regularly scheduled overtime where applicable, but not including premiums for Saturday, Sunday, holidays or birthday work) for any eight (8) working days on which the Employee is absent from work for reasons of sickness, accident, emergency, or personal business. The number of Personal or Sick Leave days allowed per Employee during **2025** shall be reduced by the number of Personal or Sick Leave days taken by the individual during **2025** and prior to the Effective Date.

During each year of the Agreement beginning on **January 1, 2026**, each classified Employee with one year or more of classified service with his Employer shall become eligible for Personal or Sick Leave, at his regular rate (including regularly scheduled overtime where applicable, but not including premiums for Saturday, Sunday or holidays) for any eight (8) working days on which the Employee is absent from work for reasons of sickness, accident, emergency, or personal business.

(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, including regularly scheduled overtime as provided in paragraph (1) above. 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.

(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.

(a) Employer Options on Personal or Sick Leave Pay

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.

(b) Employee Options

If, at the end of any calendar year, an Employee has not exhausted the Personal or Sick Leave Days for which he becomes eligible, he shall, within ten (10) working days, at his election:

1. Receive pay in lieu of such leave at his regular classified straight time rate, as provided in Section (e)(4) above; or
2. For the end of calendar years **2025, 2026, 2027, 2028, 2029, and 2030** carry over into the next calendar year no more than eight (8) days of Personal or Sick Leave for which he has not been paid, provided, however, no Employee may accumulate more than sixteen (16) Personal or Sick Leave Days; or
3. Have the pay in lieu of such leave at his regular classified straight time rate placed in the 401(k) Cash Deferred Savings Plan of 1988 maintained under this Agreement.

His regular rate shall be the rate in effect at the end of such calendar year for the payroll period which includes the last work day of the calendar year.

Section (f) Family and Medical Leave

(1) Any Employee who has been employed for a total of at least twelve (12) months with the Employer 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. **The 12-month period is a rolling 12-month period measured backward from the date an Employee uses any FMLA leave.**

- 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 calendar 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 that 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
Effective Date	\$2.00
1-1-26	\$2.50
1-1-27	\$1.00
1-1-28	\$1.00
1-1-29	\$1.00
1-1-30	\$0.50

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

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 \$470 per week for disabilities occurring during each year of the Agreement. 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 Employer 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 Employer, this list shall be distributed to the signatory Employees. 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 Employer 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:

DURING THE REMAINDER OF THE YEAR **2025**, there shall be **six (6)** paid holidays: Veterans' Day (**November 11, 2025**); Thanksgiving Day (**November 27, 2025**); Friday after Thanksgiving (**November 28, 2025**); Christmas Eve (**December 24, 2025**), in honor of Jock Yablonski); and Christmas Day (**December 25, 2025**); and in honor of John L. Lewis, the Employee's birthday.

DURING THE YEAR **2026**, there shall be eleven (11) paid holidays: New Year's Day (**January 1, 2026**); 8-Hour-Day Holiday (**April 1, 2026**); Memorial Day (observed on **May 25, 2026**); Independence Day (July 4, 2026); Labor Day (**September 7, 2026**); Veterans' Day (**November 11, 2026**); Thanksgiving Day (**November 26, 2026**); Friday after Thanksgiving (**November 27, 2026**); Christmas Eve (**December 24, 2026**, in honor of Jock Yablonski); Christmas Day (**December 25, 2026**); and in honor of John L. Lewis, the Employee's birthday.

DURING THE YEAR **2027**, there shall be eleven (11) paid holidays: New Year's Day (**January 1, 2027**); 8-Hour-Day Holiday (**April 1, 2027**); Memorial Day (observed on **May 31, 2027**); Independence Day (**July 4, 2027**); Labor Day (**September 6, 2027**); Veterans' Day (**November 11, 2027**); Thanksgiving Day (**November 25, 2027**); Friday after Thanksgiving (**November 26, 2027**); Christmas Eve (**December 24, 2027**, in honor of Jock Yablonski); Christmas Day (December 25, 2027); and in honor of John L. Lewis, the Employee's birthday.

DURING THE YEAR **2028**, there shall be eleven (11) paid holidays: New Year's Day (**January 1, 2028**); 8-Hour-Day Holiday (**April 1, 2028**); Memorial Day (observed on **May 29, 2028**); Independence Day (**July 4, 2028**); Labor Day (**September 4, 2028**); Veterans' Day (**November 11, 2028**); Thanksgiving Day (**November 23, 2028**); Friday after Thanksgiving (**November 24, 2028**); Christmas Eve (**December 24, 2028**, in honor of Jock Yablonski); Christmas Day (**December 25, 2028**); and in honor of John L. Lewis, the Employee's birthday.

DURING THE YEAR **2029**, there shall be eleven (11) paid holidays: New Year's Day (**January 1, 2029**); 8-Hour-Day Holiday (**April 1, 2029**); Memorial Day (observed on **May 28, 2029**); Independence Day (**July 4, 2029**); Labor Day (**September 3, 2029**); Veterans' Day (observed on **November 12, 2029**); Thanksgiving Day (**November 22, 2029**); Friday after Thanksgiving (**November 23, 2029**); Christmas Eve (**December 24, 2029**, in honor of Jock Yablonski); Christmas Day (**December 25, 2029**); and in honor of John L. Lewis, the Employee's birthday.

DURING THE YEAR 2030, there shall be eleven (11) paid holidays: New Year's Day (**January 1, 2030**); 8-Hour-Day Holiday (**April 1, 2030**); Memorial Day (**May 27, 2030**); Independence Day (**July 4, 2030**); Labor Day (**September 2, 2030**); Veterans' Day (**November 11, 2030**); Thanksgiving Day (**November 28, 2030**); Friday after Thanksgiving (**November 29, 2030**); Christmas Eve (**December 24, 2030**, in honor of Jock Yablonski); Christmas Day (**December 25, 2030**); and in honor of John L. Lewis, the Employee's birthday.

In addition to these holidays, work will be voluntary on the Saturday after Thanksgiving and the day after Christmas (December 26), for each year during the term of this Agreement. In addition, Saturday December 27, 2025 shall also be an optional day.

Section (b) **Sunday Holidays**

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

Section (c) **Monday Holidays**

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 will be paid triple time or triple rates, for all time worked.

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

Employees who do not work on the foregoing holidays will be paid their regular earnings for such day, including regularly scheduled overtime rates provided such Employee was not absent his last scheduled day prior to or his first scheduled day following the holiday because of an unauthorized work stoppage.

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

When a holiday occurs during an Employee's scheduled vacation, he shall be paid for the holiday not worked in addition to his vacation pay and shall designate another day he wishes to take as a holiday. If the Employer opts to use the vacation period in Article XIII Section (b)(7) and a holiday occurs during an Employee's scheduled vacation, he shall be paid for the holiday not worked in addition to his vacation pay but shall not designate another day he wishes to take as a holiday.

Section (g) **Birthday Holidays**

If 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 one shift of pay at his regular rate, including his regularly scheduled overtime, or he has the option of working on his birthday and receiving triple time for all time worked.

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 on a Saturday or Sunday, 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 his regular rate, including regularly scheduled overtime, 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 triple time, which is three times his straight time rate, for all time worked on that day.

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**

An annual regular vacation of fourteen consecutive days shall be the rule of the industry. To assure consumers of a continued supply of coal and extend employment opportunities, there will be three separate regular vacation periods.

Section (b) **Dates of Regular Vacation Period**

(c)

- (1) Beginning at 12:01 a.m. on Saturday, **June 27, 2026**, and ending at 12:01 a.m. on Saturday, **July 11, 2026**; or beginning at 12:01 a.m. on Saturday, **July 11, 2026**, and ending at 12:01 a.m. on Saturday, **July 25, 2026**; or beginning at 12:01 a.m. on Saturday, **July 25, 2026** and ending at 12:01 a.m. on Saturday, **August 8, 2026**.
- (2) Beginning at 12:01 a.m. on Saturday, **June 26, 2027**, and ending at 12:01 a.m. on Saturday, **July 10, 2021**; or beginning at 12:01 a.m. on Saturday, **July 10, 2027**, and ending at 12:01 a.m. on Saturday, **July 24, 2027**; or beginning at 12:01 a.m. on Saturday, **July 24, 2027**, and ending at 12:01 a.m. on Saturday, **August 7, 2027**.
- (3) Beginning at 12:01 a.m. on Saturday, **June 24, 2028**, and ending at 12:01 a.m. on Saturday, **July 8, 2028**; or beginning at 12:01 a.m. on Saturday, **July 8, 2028**, and ending at 12:01 a.m. on Saturday, **July 22, 2028**; or beginning at 12:01 a.m. on Saturday, **July 22, 2028**, and ending at 12:01 a.m. on Saturday, August 5, 2028.
- (4) Beginning at 12:01 a.m. on Saturday, **June 23, 2029**, and ending at 12:01 a.m. on Saturday, **July 7, 2029**; or beginning at 12:01 a.m. on Saturday, **July 7, 2029**, and ending at 12:01 a.m. on Saturday, **July 21, 2029**; or beginning at 12:01 a.m. on Saturday, **July 21, 2029**, and ending at 12:01 a.m. on Saturday, **August 4, 2029**.

- (5) Beginning at 12:01 a.m. on Saturday, **June 22, 2030**, and ending at 12:01 a.m. on Saturday, **July 6, 2030**; or beginning at 12:01 a.m. on Saturday, **July 6, 2030**, and ending at 12:01 a.m. on Saturday, **July 20, 2030**; or beginning at 12:01 a.m. on Saturday, **July 20, 2030**, and ending at 12:01 a.m. on Saturday, **August 3, 2030**.
- (6) The Employer must make a separate written declaration for each mine he operates setting forth which vacation period he has elected to take. This declaration must be filed with the International District Vice President of the respective UMWA District in which the mine or mines are located by May 15 of the years **2026, 2027, 2028, 2029, and 2030**.
- (7) Notwithstanding the foregoing, the Employer may designate the following three vacation periods:
- (i) 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). Four (4) earned Regular Vacation Days will be paid during the First Vacation Period. Employees will also receive holiday pay for Independence Day.
 - (ii) 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. 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.
 - (iii) 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). 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.

Section (c) **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 of fourteen days 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 **2026, 2027, 2028, 2029 and 2030**.

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.

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

(1) Qualifying Period: All Employees with a record of one year's standing from **June 1, 2025, to May 31, 2026**, shall receive as compensation for the **2026** vacation period the sum of **twelve** times the Employee's day wage rate; all Employees with a record of one year's standing from **June 1, 2026, to May 31, 2027**, shall receive as compensation for the **2027** vacation period the sum of **twelve** times the Employee's day wage rate; all Employees with a record of one year's standing from **June 1, 2027, to May 31, 2028**, shall receive as compensation for the **2028** vacation period the sum of **twelve** times the Employee's day wage rate; all Employees with a record of one year's standing from **June 1, 2028, to May 31, 2029** shall receive as compensation for the **2029** vacation period the sum of **twelve** times the Employee's day wage rate; and all Employees with a record of one year's standing from **June 1, 2029 to May 31, 2030** shall receive as compensation for the **2030** vacation the sum of **twelve** times the Employee's day wage rate. 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 period in question. The Employee's regular vacation wage will be his regular standard daily wage rate, including any regularly scheduled overtime, at the time his vacation is due as set forth below.

(2) Sick and Injured Employees: All the terms and provisions of district agreements relating to vacation pay for sick and injured Employees are carried forward to this Agreement and payments are to be made in the sum as provided herein.

(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 (e) Floating Vacation Days

Beginning January 2026, each active Employee shall be entitled to two (2) additional days of paid vacation. Floating Vacation Days shall be taken either on a consecutive or nonconsecutive 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 c 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.

Section (f) Time of Payment

The vacation payment shall be made on the pay in which vacation is taken. 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 (g) 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 (h) Work During Shutdown

During Christmas Shutdown Periods, and in cases 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 during the months of June, July or August, 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.

Article XIV--GRADUATED VACATION

Section (a) General

During 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 tables below, shall be entitled to the corresponding additional vacation days each year with pay subject to the following provisions of this Article.

From the Effective Date of this Agreement, the number of graduated vacation days shall be as follows, but shall be reduced for the year **2025** by the number of graduated vacation days used by an individual Employee during **2025** prior to the Effective Date of this Agreement.

<u>Length of Continuous Employment</u>	<u>Additional Days per year</u>
2 years but less than 3 years	1 day
3 years but less than 4 years	2 days
4 years but less than 5 years	3 days
5 years but less than 6 years	4 days
6 years but less than 7 years	5 days
7 years but less than 8 years	6 days
8 years but less than 9 years	7 days
9 years but less than 10 years	8 days
10 years but less than 11 years	9 days
11 years but less than 12 years	10 days
12 years but less than 13 years	11 days
13 years and over	12 days

Section (b) Definition of Additional Days

For the purposes of this Article, "additional vacation days" means Monday through Friday "working days, and includes Saturday for any mine.

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 **2025** is determined by the number of years he has been employed by the Employer as of May 31, **2025**. The number of days in **2026** is determined by the number of years he has been employed by the Employer as of May 31, **2026** 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. Any earned but unused Graduated Vacation will be paid out at the end of the calendar year.

Section (f) Rate of Payment

Graduated vacation payment will be based on the Employee's regular standard daily wage rate including any regularly scheduled overtime at the time his vacation payment is due, as provided in section (e) above.

Section (g) Scheduling and Pay in Lieu

Also see Appendix E at page 129 which is incorporated into this Agreement and which supplements the following language.

Time for taking these additional days of graduated vacation shall be determined between the Employee and Employer but will be taken in the calendar year in which they are due unless the Employer and Employee agree that the latter may elect to be paid in lieu of taking them. Subject to such determination and said election, an Employee shall not be denied the opportunity to take these days at some time during the calendar year in which they are due.

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 who has a graduated vacation day may utilize one (1) such graduated vacation day per year 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 Employer covered by this contract and shall be remitted by the Employer 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 Employer, and the Employer agrees to aid, assist and cooperate in obtaining, written authorizations from each Employee so employed. Upon the presentation to the Employer of such authorizations in such reasonable form as time and circumstances, looking to the continuous and uninterrupted production of coal, may allow, said Employer 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 Employer. 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 the Employer 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 Employer shall each assign a trained staff representative to devote full time as long as needed to assist the Joint Industry Training Committee and the Employer 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 **2025, 2026, 2027, 2028, 2029, and 2030.**

(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**

(1) 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.

(2) New Employees, regardless of work location or experience, but not to include individuals recalled from the Panel, will be probationary Employees for the first ninety (90) days of employment. During the probationary period, such Employees may be terminated at the sole discretion of the Employer without regard to Article XXIII, Section (c) (Grievance Procedure) or this Article XVI. However, during the probationary period all other contractual terms and conditions shall be in place, and **the Mine Committee**

will be afforded the right to be present, as an observer only, in any evaluation, discipline, or discharge meetings of a probationary employee.

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. All Employees on the panels will be deemed to have paneled for labor, unskilled (or general inside labor) whether it is written on the form or not.

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 all operations 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.

Also see Appendix G at page 131 which is incorporated into this Agreement.

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-- (This Article intentionally left blank)

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 AND OTHER BENEFITS

Section (a) General Purpose

This Article makes provision for health and other benefits for Employees covered by this Agreement, and for the spouses and dependents of such Employees.

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.

The general purpose of the plans referred to in this Article shall be to provide health care for working miners and their dependents; and a 401(k) plan with Employer contributions for miners upon their retirement.

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

GENERAL DESCRIPTION OF THE HEALTH BENEFITS

The following is a general description of certain information contained in 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 plan, 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 plan.

Nothing in this General Description shall be interpreted as requiring the Employer to make any contributions to any employee or retiree benefit plan and/or retiree trust other than those necessary to maintain health insurance coverage through the individual Employer's Employee health benefit plan only for active Employees covered by this Agreement through the date of termination of this Agreement pursuant to Article XXIX.

(1) DISABLED MINERS:

If a miner becomes permanently and totally disabled as a result of a mine accident occurring after the

Effective Date, and the permanently and totally disabled miner has less than ten (10) years of service, such miner will receive \$250.00 per month. If the permanently and totally disabled miner has ten (10) or more years of service, then such miner will receive a payment equal to what the UMWA 1974 Pension Plan would pay to an eligible permanently and totally disabled miner with the same amount of service. To the extent permitted by law, the payments described in this paragraph shall be made by the UMWA Training and Education Fund, reduced by the amount payable by the UMWA 1974 Pension Plan. In the event that the UMWA Training and Education Fund cannot make such payments by reason of law or otherwise, the payments shall be made by the Employer, reduced by the amount payable by the UMWA 1974 Pension Plan.

A working miner with 20 or more years of service who becomes permanently and totally disabled shall be provided health care from the Employer until he reaches age 62 or otherwise becomes eligible for benefits from the UMWA 1993 Benefit Plan.

(2) 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, life insurance benefits, in the amount of \$90,000 from the Effective Date through the term of the Agreement, will be paid to the miner's named beneficiary. Spouses will continue eligibility for a Health Services card (also covers dependents) until remarriage or for 60 months, whichever occurs first.

(b) Upon the death of a working miner due solely to violent, external and accidental means on or after the Effective Date, life insurance benefits, in the amount of \$180,000 from the Effective date through the term of the Agreement, will be paid to the miner's named beneficiary. Spouses will continue eligibility for a Health Services card (also covers dependents) until remarriage or for 60 months, whichever occurs first.

(c) If a working miner should lose 2 or more members due to violent, external and accidental means on or after the Effective Date, the miner shall receive a \$120,000 dismemberment benefit through the term of the Agreement. If a working miner shall lose one member due solely to violent, external and accidental means on or after the Effective Date, the miner shall receive a \$60,000 dismemberment benefit through the term of the Agreement. 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.

Explanatory Note on Employer Provided Health Plans

Active miners and their surviving spouses and dependents will receive health care provided by their Employer. A Health Services card identifying the Participant's eligibility for benefits under the health plan shall be provided by the Employer.

(5) HEALTH CARE:

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.

(a) Notwithstanding any other provisions of Article IV of this Agreement, the parties agree that an

Employer may establish a 2007 New Inexperienced Miners' Optional Work Schedule as set forth in Appendix D of this Agreement.

(b)(i) Working miners will be provided health benefits through their individual Employer's benefit plan maintained pursuant to this Article. Each Employer shall have the option of using the UMWA Health and Retirement Funds to administer benefits for their active Employees and pensioners. The Employer shall have sole discretion to cease using the UMWA Funds for the administration of such benefits at any time and for any reason, provided that it commences the administration of such benefits through an individual Employer Plan with no disruption in benefits.

(ii) Each Employer shall **retain the existing** deductible and copay structure on the Effective Date as summarized herein and set forth in the relevant Plan document, which is incorporated by reference and made a part of this Agreement. Amounts applied to each Employee's deductibles, copayments, out of network payments and/or maximum out of pocket limits for **2025** shall be applied towards calendar year **2025** amounts. All deductibles, copayments, out of network payments and/or maximum out of pocket limits for medical, hospital and prescription drugs ("**2025 Out of Pocket Expenses**") for **2025** already paid prior to the **Effective Date of this Agreement shall carry into this Agreement for purposes of the 2025 Out of Pocket Expenses**. Deductible and co-pay limits will reset on January 1, **2026**.

(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.

(e) Spouses of working miners who died, who are not eligible for Surviving Spouse pension benefits, will continue eligibility for health care until remarriage, or for 60 months, whichever occurs first.

(f) Spouses of disabled employees who had more than 20 year of service, and died prior to receiving a pension and after receiving all Sickness and Accident Benefits, and who are not eligible for Surviving Spouse pension benefits, will continue eligibility for health care until remarriage, or for 36 months, whichever occurs first.

The Trustees of the UMWA Health and Retirement Funds shall resolve any disputes, as provided in Section (e)(5), including excessive fee disputes, to assure consistent application of the health plan provisions in the Employer Benefit Plans and of the managed care programs authorized by this Agreement

Enhanced Cost Containment Program

In an effort to address the problems generated by the ever-increasing cost of health care, while maintaining a high level of benefits, the parties have mutually agreed to adopt managed care and cost containment programs.

a. Coordination of Benefits

If an individual is covered as a dependent under both the Employer Benefit Plan and under a plan maintained by a different employer, the benefits of the two plans will be coordinated so that no more than the total charges for covered medical goods and services will be paid. In no event will the Employer Benefit Plan be required to pay more than it otherwise would have paid without regard to this provision. The health plan shall coordinate benefits in accordance with the "birthday rule" adopted by the National Association of Insurance Commissioners.

b. Generic Drug Substitution

If a Beneficiary uses a brand name drug when a generic equivalent is available, the Beneficiary is responsible for the difference in cost between the generic drug and the brand name drug, in addition to the normal copayment. A generic drug will not be considered "available" unless it has been approved by the federal Food and Drug Administration. In addition, if the prescribing physician determines that use of a brand name drug is medically necessary, the generic drug will not be considered "available," and there will be no additional payment by the Beneficiary for the use of the brand name drug.

c. Health Care Participating Provider Lists (PPL)

The Employer may implement Participating Provider Lists (PPLs) of physicians, hospitals, pharmacies and other providers, subject to the following requirements.

1. Initial Certification and Recertification--All Participating Provider Lists (PPLs) must be certified prior to their implementation to ensure that they meet the required standards, and recertified at least once during the term of this Agreement, in accordance with a procedure to be agreed-to between the UMWA and the Employer. The costs of certification and recertification will be borne by the Employer.
2. Ongoing Review--Continued compliance of each PPL with the required standards will be subject to ongoing review.
3. Criteria--A PPL established by an Employer must meet the necessary criteria. The following is a general statement of the required elements:
4. Choice--Each covered individual will have the freedom to select any provider within the PPL, regardless of whether that provider is a generalist or specialist.
5. Reduction of Paperwork and Prohibition on Prepayment--Eligible individuals utilizing PPL providers shall, to the extent possible, not be required to fill out or submit claims forms. In addition, such individuals shall not be required to pay a PPL provider any amount other than the copayment permitted under this Agreement.
6. Quality Certification--All providers must meet quality standards.
7. Accessibility
 - a. Providers will be available within a reasonable distance. Where possible, this means that a covered individual will not have to travel more than 20 to 30 minutes to receive general medical care.
 - b. There will be adequate numbers of providers in the different specialties to ensure that each member will have a sufficient choice.
 - c. Providers must be available to see covered individuals within a reasonable period, depending upon the nature of the problem.

8. Breadth of Scope--The PPL shall include adequate diversification of specialties and facilities.
9. Additional Specialties--The program must have provision for going outside the PPL for necessary specialties and/or facilities that are not contained within the PPL, at no additional cost to the covered individual.
10. Other Outside Referrals--The program must have provision for referral outside the PPL where particular medical services can be better provided elsewhere in the opinion of the referring PPL provider, at no additional cost to the covered individual.
11. Emergencies--Emergency treatment is covered in full (subject to applicable copayments) whether or not provided within the PPL.
12. Beneficiaries Outside PPL Area--A Beneficiary who lives outside an area served by the PPL shall be permitted to utilize non-PPL providers without incurring additional copayments. For purposes of determining the Beneficiary's copayments, utilization of such non-PPL providers shall be considered to be within the PPL.
13. Transition--Out of PPL--If a Beneficiary has begun to undergo a course of treatment with a non-PPL provider prior to the establishment of the PPL (or with a PPL provider that leaves the PPL), completion of that course of treatment will not be considered "out of PPL" as follows:
 - a. for an acute condition (including pregnancy, treatment for cancer, etc.), for the duration of the specific course of treatment.
 - b. for a chronic condition, for up to six months.
14. Viability--A PPL must be viable, both financially and otherwise, in order to ensure that it will continue to be able to appropriately serve the participant population.
15. Internal Review--Each PPL must have internal mechanisms (including physician peer review) to resolve member complaints and to ensure that the highest quality standards are maintained.
16. Precertification--Precertification for services (including hospitalization) performed by PPL providers are the responsibility of the provider, and not the covered individual. In addition, precertification in the event a covered individual is referred to a provider outside the PPL is the responsibility of the PPL provider making the referral.

Failure to pre-certify a non-emergency hospital admission to a non-PPL hospital (other than by referral from a PPL provider) or certain other specified inpatient and out-patient procedures performed by a non-PPL provider, will subject the Beneficiary to a \$300 deductible.

17. Out of PPL Costs

- a. Hospitalization--Benefits for inpatient treatment by a non-PPL hospital are paid at 90% of the in-PPL rates. The Beneficiary is responsible for the remainder of the charges, up to the maximum out of pocket expense.
- b. Doctor Visits--Each office visit to a non-PPL physician is subject to a \$35 copayment.
- c. The maximum total out of pocket expense under 17.a. and b. above is \$2,000 per family per year, excluding any penalties for failure to obtain required precertifications.

18. Prescription Drugs--Prescription drugs will be provided through the PPL at a copayment of \$20.00 per 30 day supply. Prescriptions bought Out of PPL are subject to a \$35.00 copayment per 30 day supply. Mail order prescription drugs, where available, will be subject to a \$10.00 copayment per 30 day supply. (See chart below.)

d. Each Employer agrees to provide the Union with information sufficient to evaluate the effectiveness of the cost containment programs adopted pursuant to this Article. Such information will be provided no less than annually, and shall include a detailed statement of utilization and costs associated with the Employer Benefit Plans.

The following co-payments are required under the Employer Benefit Plan:

	In-PPL	Out-of-PPL
Prescription Drugs 30-day supply	\$20.00 per prescription	\$35.00 per prescription
Prescription Drugs--Mail Order (where available) 30-day supply	\$10.00 per prescription	Not Applicable
Prescription Drugs--Brand Name Where Generic is Available 30-day supply	\$20.00 Plus Additional Cost of Brand Name Drug	\$35.00 Plus Additional Cost of Brand Name Drug
Physician Charges	\$25.00 per office visit	\$35.00 per office visit
Hospital And Related	\$25.00 per hospitalization	\$35.00 per hospitalization plus

Charges

Balance over 90% of PPL Charges

Deductibles -- Each family shall be responsible for an annual medical care deductible of \$300 per family, of which \$150 applies to physician and other non-hospital medical provider charges (including tests, lab work, etc.), and \$150 applies to hospital and related charges incurred by a hospital, clinic or similar institution (including tests, lab work, etc.).

In addition:

a. No family will have to pay more than \$1,000 in combined Physician office visits and Hospital and Related Charges in any year.

b. No family will have to pay more than a Maximum Out-Of-Pocket of \$2,000 in any year in combined Hospital and Related Charges, Physician office visits, and Prescription Drug Charges.

c. No family will have to pay more than a Maximum Out-Of-Pocket of \$1,000 in prescription drugs in any year.

d. Emergency Room visits are subject to a \$35.00 copayment In-PPL and \$40.00 Out of PPL.

For Out of PPL services, and for services provided prior to the establishment of PPLs, claim forms will be available at most hospitals, clinics, and physician offices. Generally, nothing more is required than signing the forms authorizing the hospital, clinic, or physician to bill the insurance carrier for the services rendered. The insurance carrier will keep individual records for each Participant and dependent and will notify the Participant of the co-payments credited to his account. The hospital, clinic, or physician will bill the Participant for the co-payment amount until the maximum is reached. In some instances, when the Employee pays for services or drugs, the bills should be obtained and submitted with the claim form according to the instructions on the form. If the annual co-payment maximum has been reached, the carrier will remit to the Participant the full payment for covered benefits.

Where possible, for In-PPL services, no claim forms will be required. The PPL provider will generally be responsible for the submission of claims and other paperwork to the insurance carrier. Although a PPL provider may require payment by the Beneficiary of permitted co-payments, such a provider may not require payment by a Beneficiary of amounts that exceed the permitted copayments.

Covered drug prescriptions may be filled at drugstores, clinics and hospital prescription offices.

In an effort to address the problems generated by the ever-increasing cost of prescription drugs, while recognizing the importance of prescription drugs and their value in managing employee health care, and while maintaining a high level of benefits, the parties have mutually agreed to adopt managed care and cost containment programs such as the program below.

e. The UMWA and the Employer will mutually agree to the appointment and retention of a third-party Pharmacy Expert. The individual appointed must have actively practiced as a pharmacist and currently be a registered pharmacist. The Pharmacy Expert cannot be an employee of any Pharmacy Benefit Manager or Pharmaceutical Manufacturer. The Pharmacy Expert will participate on a Pharmacy Review Board composed of one member appointed by the UMWA, one member appointed by the Employer, and the Pharmacy Expert.

1. The Pharmacy Review Board will certify the formulary, which is a list of preferred drug products (PDP). All PDP's that are currently being used must be certified. The initial certification process

must be completed within 120 days after the appointment of a Pharmacy Expert. An Employer may continue to use the current PDP of its Plan during the selection of a Pharmacy Expert and during the 120-day certification process. Certification of the PDP will be based on the following criteria:

a. The PDP was recommended by the P&T Committee at the Employer's Pharmacy Benefits Manager (PBM).

b. The Pharmacy Expert, as a member of the Pharmacy Review Board, should evaluate the PDP based on the following standards of quality:

Safety, Efficacy, Comparison Studies, Approved Indications, Adverse Effects, Contraindications/Warnings/Precautions, Pharmacokinetics, Patient Administration/Compliance Considerations, Medical Outcome and Pharmacoeconomic Studies.

2. Election, Removal or Change of the Pharmacy Expert.

a. The Pharmacy Expert must be selected within 120 days after the Effective Date of this Agreement.

b. The Pharmacy Expert can be removed and/or replaced at any time subject to the mutual agreement of the UMWA and the Employer. The current Pharmacy Expert will remain in his or her position until a replacement is selected. The replacement process cannot exceed 120 days.

3. Ongoing Review

a. The PDP will be reviewed annually.

b. Interim review will be performed as necessary, if mutually agreed upon by the UMWA and the Employer.

c. Changes in the PDP may only be adopted as part of an annual or interim review.

4. The Employer will communicate changes in the PDP to plan participants and network physicians. Any change to the PDP will be communicated 90 days prior to taking effect. If a participant fills a prescription for a non-PDP drug, a communication will be sent to both the physician and the individual outlining the appeal process and the surcharge for additional purchases. If no appeal is received within 30 days, the next refill of the drug will be subject to a \$10.00 surcharge, and each following refill of that drug will be subject to a \$20.00 surcharge. If an appeal is filed, surcharges are suspended for 60 days, or until the date of the resolution of the appeal, if later.

5. **Intentionally left blank.**

6. Appeal Process

The decision of the Pharmacy Review Board shall be binding. There will be an appeal process for beneficiaries that are requesting to use a non-PDP drug and not pay a surcharge.

Each Participant will receive a "Summary Plan Description" booklet. Each year a financial report of the Plan will be provided to each Participant.

(6) VISION CARE:

Vision care is provided for Employees, disabled Employees, surviving spouses, and their dependents, covered with a Health Services card through the Employer Benefit Plan. **Vision benefits shall be increased by 40 percent on January 1, 2026.**

(7) 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 Employer 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 miners, pensioners and their families.

In any case in which a provider attempts to collect excessive charges 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. Whether the Plan Administrator or its agent negotiates a resolution of a matter or defends a legal action on a Beneficiary's behalf, the Beneficiary shall not be responsible for any legal fees, settlements, judgments or other expenses in connection with the case, but may be liable for any services of the provider which are not provided 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 in the case of any service or supply obtained from a non-PPL source, until the out-of-pocket maximum is reached.

(8) NATIONAL HEALTH CARE:

Notwithstanding any other provision of this Article, in the event the United States Government enacts a system of comprehensive national 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 modifications to the Employer Plan, the 1993 Benefit Plan and Trust, or both. Additionally, the 1993 Benefit Trust may be renegotiated at the termination of this Agreement.

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 (Name of the Signatory Company).
- (2) "Wage Agreement" means the **2025** 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 the **probationary period** 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 the **probationary period** of classified employment with the Employer.

A new Employee will not be eligible for coverage under this Plan until such Employee completes the **Probationary Period** 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)(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 \$1,754.50 for you and \$1,754.50 for each of your dependents on the Effective Date. 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 \$974.37 on the Effective Date for each of your eligible Dependents prior to the attainment of age 26, with a lifetime maximum of \$2,923.09 on the Effective Date 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 **under the Plan** 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 **the Plan**, 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 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 Effective Date
D0120	*PERIODIC ORAL EVALUATION	23.38
D0140	*LIMITED ORAL EVALUATION - PROBLEM FOCUSED	32.75
D0150	COMPREHENSIVE ORAL EVALUATION - NEW OR ESTABLISHED	32.75
D0180	COMPREHENSIVE PERIODONTAL EVALUATION	32.75

CDT-5 PROCEDURE CODE	DENTAL PROCEDURE DESCRIPTION	Maximum Benefit Payable Effective Date
D0210	INTRAORAL - COMPLETE SERIES (INCLUDING BITEWINGS)	54.24
D0220	INTRAORAL- PERIAPICAL, FIRST FILM	11.23
D0230	INTRAORAL- PERIAPICAL EACH ADDITIONAL FILM	1.89
D0240	INTRAORAL - OCCLUSAL FILM	13.09
D0250	EXTRAORAL - FIRST FILM	28.05
D0260	EXTRAORAL - EACH ADDITIONAL FILM	11.23
D0270	BITEWING- SINGLE FILM	11.23
D0272	BITEWINGS- TWO FILMS	14.98
D0274	BITEWINGS- FOUR FILMS	22.45
D0290	POSTERIOR-ANTERIOR OR LATERAL SKULL AND FACIAL BONE SURVEY FILM	43.03
D0321	OTHER TMJ JOINT FILMS, BY REPORT	46.77
D0330	PANORAMIC FILM	55.31
D0415	*COLLECTION OF MICROORGANISM FOR CULTURE AND SENSITIVITY	26.20
D0425	*CARIES SUSCEPTIBILITY TESTS	14.98
D0460	*PULP VITALITY TESTS	11.23
D0470	DIAGNOSTIC CASTS	41.15
D1110	*PROPHYLAXIS, ADULT	39.75
D1120	*PROPHYLAXIS, CHILD	28.05
D1201	*TOPICAL APPLICATION OF FLUORIDE INC. PROPHYLAXIS	46.77
D1203	*TOPICAL APPLICATION OF FLUORIDE EX PROPHYLAXIS	28.05
D1204	*TOPICAL APPLICATION OF FLUORIDE EX PROPHYLAXIS	28.05
D1205	*TOPICAL APPLICATION OF FLUORIDE INC. PROPHYLAXIS	35.08
D1510	*SPACE MAINTAINER - FIXED, UNILATERAL	175.40
D1515	*SPACE MAINTAINER - FIXED, BILATERAL	210.46
D1520	*SPACE MAINTAINER - REMOVABLE, UNILATERAL	233.85
D1525	*SPACE MAINTAINER - REMOVABLE, BILATERAL	233.85
D1550	RECEMENTATION OF SPACE MAINTAINER	35.55

CDT-5 PROCEDURE CODE	DENTAL PROCEDURE DESCRIPTION	Maximum Benefit Payable Effective Date
D2140	AMALGAM - ONE SURFACE, PRIMARY OR PERMANENT	26.20
D2150	AMALGAM - TWO SURFACES, PRIMARY OR PERMANENT	44.89
D2160	AMALGAM - THREE SURFACES, PRIMARY OR PERMANENT	65.48
D2161	AMALGAM - FOUR OR MORE SURFACES, PRIMARY OR PERMANENT	74.82
D2330	RESIN-BASED COMPOSITE - ONE SURFACE, ANTERIOR	41.15
D2331	RESIN-BASED COMPOSITE - TWO SURFACES, ANTERIOR	72.95
D2332	RESIN-BASED COMPOSITE - THREE SURFACES, ANTERIOR	104.78
D2335	RESIN-BASED COMPOSITE - FOUR OR MORE SURFACES OR INVOLVING INCISAL ANGLE (ANTERIOR)	93.54
D2410	GOLD FOIL - ONE SURFACE	149.67
D2420	GOLD FOIL - TWO SURFACES	261.89
D2430	GOLD FOIL - THREE SURFACES	299.33
D2510	INLAY - METALLIC - ONE SURFACE	243.20
D2520	INLAY - METALLIC - TWO SURFACES	299.33
D2530	INLAY - METALLIC - THREE OR MORE SURFACES	336.74
D2542	ONLAY - METALLIC-TWO SURFACES	54.24
D2543	ONLAY - METALLIC - THREE SURFACES	54.24
D2544	ONLAY - METALLIC - FOUR OR MORE SURFACES	54.24
D2610	INLAY - PORCELAIN/CERAMIC--ONE SURFACE	233.85
D2710	CROWN-RESIN (INDIRECT)	299.33
D2720	CROWN, RESIN WITH HIGH NOBLE METAL	430.29
D2721	CROWN, RESIN WITH PREDOMINANTLY BASE METAL	385.54
D2722	CROWN, RESIN WITH NOBLE METAL	385.39
D2740	CROWN, PORCELAIN/CERAMIC SUBSTRATE	411.57
D2750	CROWN, PORCELAIN FUSED TO HIGH NOBLE METAL	514.46
D2751	CROWN-PORCELAIN FUSED TO PREDOMINANTLY BASE METAL	448.99

CDT-5 PROCEDURE CODE	DENTAL PROCEDURE DESCRIPTION	Maximum Benefit Payable Effective Date
D2752	CROWN, PORCELAIN FUSED TO NOBLE METAL	456.46
D2780	CROWN - 3/4 CAST HIGH NOBLE METAL	374.15
D2781	CROWN - 3/4 CAST PREDOMINANTLY BASE METAL	374.15
D2782	CROWN - 3/4 CAST NOBLE METAL	374.15
D2783	CROWN - 3/4 PORCELAIN/CERAMIC	374.15
D2790	CROWN, FULL CAST HIGH NOBLE METAL	448.99
D2791	CROWN - FULL CAST PREDOMINANTLY BASE METAL	400.35
D2792	CROWN, FULL CAST NOBLE METAL	434.02
D2910	RECEMENT INLAY	31.81
D2920	RECEMENT CROWN	31.81
D2930	PREFABRICATED STAINLESS STEEL CROWN - PRIMARY TOOTH	93.54
D2931	PREFABRICATED STAINLESS STEEL CROWN - PERMANENT TOOTH	93.54
D2932	PREFABRICATED RESIN CROWN	93.54
D2933	PREFABRICATED STAINLESS STEEL CROWN WITH RESIN WINDOW	93.54
D2940	SEDATIVE FILLING	26.20
D2950	CORE BUILDUP INCLUDING ANY PINS	129.10
D2952	CAST POST AND CORE IN ADDITION TO A CROWN	22.45
D2954	PREFABRICATED POST AND CORE IN ADDITION TO CROWN	18.71
D3110	PULP CAP - DIRECT (EXCLUDING FINAL RESTORATION)	22.45
D3120	PULP CAP - INDIRECT (EXCLUDING FINAL RESTORATION)	18.71
D3220	THERAPEUTIC PULPOTOMY (EXCLUDING FINAL RESTORATION)	46.77
D3310	ROOT CANAL THERAPY, ANTERIOR (EXCLUDING FINAL RESTORATION)	271.26
D3320	ROOT CANAL THERAPY, BICUSPID (EXCLUDING FINAL RESTORATION)	336.74
D3330	ROOT CANAL THERAPY, MOLAR (EXCLUDING FINAL RESTORATION)	505.10
D3331	TREATMENT OF ROOT CANAL OBSTRUCTION; NON-SURGICAL	411.57

CDT-5 PROCEDURE CODE	DENTAL PROCEDURE DESCRIPTION	Maximum Benefit Payable Effective Date
D3333	INTERNAL ROOT REPAIR OF PERFORATION DEFECTS	37.41
D3351	APEXIFICATION/RECALCIFICATION - INITIAL VISIT	71.09
D3352	APEXIFICATION/RECALCIFICATION - INTERIM MEDICATION REPLACEMENT	71.09
D3353	APEXIFICATION/RECALCIFICATION-FINAL VISIT	71.09
D3410	APICOECTOMY/PERIRADICULAR SURGERY - ANTERIOR	187.08
D3421	APICOECTOMY/PERIRADICULAR SURGERY - BICUSPID (FIRST ROOT)	336.74
D3425	APICOECTOMY/PERIRADICULAR SURGERY - MOLAR (FIRST ROOT)	336.74
D3426	APICOECTOMY/PERIRADICULAR SURGERY (EACH ADDITIONAL ROOT)	336.74
D3430	RETROGRADE FILLING - PER ROOT	140.31
D3450	ROOT AMPUTATION - PER ROOT	140.31
D3910	SURGICAL PROCEDURE FOR ISOLATION OF TOOTH WITH RUBBER DAM	35.55
D3920	HEMISECTION (INCLUDING ANY ROOT REMOVAL) NOT INCLUDING ROOT CANAL THERAPY	116.00
D3950	CANAL PREPARATION AND FITTING OF PREFORMED DOWEL OR POST	57.99
D4210	GINGIVECTOMY OR GINGIVOPLASTY - FOUR OR MORE CONTIGUOUS TEETH OR BOUNDED TEETH SPACES PER QUADRANT	187.08
D4240	GINGIVAL FLAP PROCEDURE, INCLUDING ROOT PLANING - FOUR OR MORE CONTIGUOUS TEETH OR BOUNDED TEETH SPACES PER QUADRANT	243.20
D4260	OSSEOUS SURGERY (INCLUDING FLAP ENTRY AND CLOSURE) - FOUR OR MORE CONTIGUOUS TEETH OR BOUNDED TEETH SPACES PER QUADRANT	467.69
D4261	OSSEOUS SURGERY (INCLUDING FLAP ENTRY AND CLOSURE) - ONE TO THREE TEETH	151.54

CDT-5 PROCEDURE CODE	DENTAL PROCEDURE DESCRIPTION	Maximum Benefit Payable Effective Date
D4270	PEDICLE SOFT TISSUE GRAFT PROCEDURE	140.31
D4271	FREE SOFT TISSUE GRAFT PROCEDURE (INCLUDING DONOR SITE SURGERY)	140.31
D4273	SUBEPITHELIAL CONNECTIVE TISSUE GRAFT PROCEDURES	140.31
D4320	PROVISIONAL SPLINTING - INTRACORONAL	116.00
D4321	PROVISIONAL SPLINTING - EXTRACORONAL	116.00
D4341	PERIODONTAL SCALING AND ROOT PLANING--FOUR OR MORE CONTIGUOUS TEETH	28.05
D4910	PERIODONTAL MAINTENANCE	56.13
D4920	UNSCHEDULED DRESSING CHANGE (BY SOMEONE OTHER THAN TREATING DENTIST)	22.45
D5110	COMPLETE DENTURE - MAXILLARY	438.47
D5120	COMPLETE DENTURE - MANDIBULAR	438.47
D5130	IMMEDIATE DENTURE - MAXILLARY	467.69
D5140	IMMEDIATE DENTURE - MANDIBULAR	438.47
D5211	MAXILLARY PARTIAL DENTURE-- RESIN BASE (INCLUDING CLASPS, RESTS AND TEETH)	395.21
D5212	MANDIBULAR PARTIAL DENTURE -- RESIN BASE (INCLUDING CLASPS, RESTS AND TEETH)	395.21
D5213	MAXILLARY PARTIAL DENTURE - CAST METAL FRAMEWORK WITH RESIN DENTURE BASES (INCLUDING ANY CONVENTIONAL CLASPS, RESTS AND TEETH)	537.86
D5214	MANDIBULAR PARTIAL DENTURE - CAST METAL FRAMEWORK WITH RESIN DENTURE BASES (INCLUDING ANY CONVENTIONAL CLASPS, RESTS AND TEETH)	467.69
D5280	REMOVABLE LOWER UNILATERAL PARTIAL - ONE PIECE CAST METAL	87.70
D5281	REMOVABLE UNILATERAL PARTIAL DENTURE-ONE PIECE CAST METAL (INCLUDING CLASPS AND TEETH)	87.70

CDT-5 PROCEDURE CODE	DENTAL PROCEDURE DESCRIPTION	Maximum Benefit Payable Effective Date
D5282	REMOVABLE UPPER UNILATERAL PARTIAL - ONE PIECE CAST METAL	87.70
D5410	ADJUST COMPLETE DENTURE - MAXILLARY	25.73
D5411	ADJUST COMPLETE DENTURE - MANDIBULAR	25.73
D5421	ADJUST PARTIAL DENTURE - MAXILLARY	25.73
D5422	ADJUST PARTIAL DENTURE - MANDIBULAR	25.73
D5610	REPAIR RESIN DENTURE BASE	74.82
D5620	REPAIR CAST FRAMEWORK	84.19
D5630	REPAIR OR REPLACE BROKEN CLASP	41.15
D5640	REPLACE BROKEN TEETH-PER TOOTH	46.77
D5650	ADD TOOTH TO EXISTING PARTIAL DENTURE	102.89
D5660	ADD CLASP TO EXISTING PARTIAL DENTURE	140.31
D5670	REPLACE ALL TEETH AND ACRYLIC ON CAST METAL FRAMEWORK (MAXILLARY)	71.09
D5710	REBASE COMPLETE MAXILLARY DENTURE	224.49
D5711	REBASE COMPLETE MANDIBULAR DENTURE	224.49
D5720	REBASE MAXILLARY PARTIAL DENTURE	224.49
D5721	REBASE MANDIBULAR PARTIAL DENTURE	224.49
D5730	RELINE COMPLETE MAXILLARY DENTURE (CHAIRSIDE)	162.77
D5731	RELINE COMPLETE MANDIBULAR DENTURE (CHAIRSIDE)	162.77
D5740	RELINE MAXILLARY PARTIAL DENTURE (CHAIRSIDE)	162.77
D5741	RELINE MANDIBULAR PARTIAL DENTURE (CHAIRSIDE)	162.77
D5750	RELINE COMPLETE MAXILLARY DENTURE (LABORATORY)	205.80
D5751	RELINE COMPLETE MANDIBULAR DENTURE (LABORATORY)	205.80
D5760	RELINE MAXILLARY PARTIAL DENTURE (LABORATORY)	205.80

CDT-5 PROCEDURE CODE	DENTAL PROCEDURE DESCRIPTION	Maximum Benefit Payable Effective Date
D5761	RELINE MANDIBULAR PARTIAL DENTURE (LABORATORY)	205.80
D5820	INTERIM PARTIAL DENTURE (MAXILLARY)	175.40
D5821	INTERIM PARTIAL DENTURE (MANDIBULAR)	175.40
D5850	TISSUE CONDITIONING, MAXILLARY	40.92
D5851	TISSUE CONDITIONING, MANDIBULAR	40.92
D6210	PONTIC-CAST HIGH NOBLE METAL	210.46
D6211	PONTIC-CAST PREDOMINANTLY BASE METAL	182.41
D6212	PONTIC-CAST NOBLE METAL	196.45
D6240	PONTIC-PORCELAIN FUSED TO HIGH NOBLE METAL	274.77
D6241	PONTIC-PORCELAIN FUSED TO PREDOMINANTLY BASE METAL	216.32
D6242	PONTIC-PORCELAIN FUSED TO NOBLE METAL	216.32
D6250	PONTIC, RESIN WITH HIGH NOBLE METAL	257.22
D6251	PONTIC, RESIN WITH PREDOMINANTLY BASE METAL	229.17
D6252	PONTIC, RESIN WITH NOBLE METAL	243.20
D6602	INLAY - CAST HIGH NOBLE METAL, TWO SURFACES	187.08
D6603	INLAY - CAST HIGH NOBLE METAL, THREE OR MORE SURFACES	210.46
D6604	INLAY - CAST PREDOMINANTLY BASE METAL, TWO SURFACES	187.08
D6605	INLAY - CAST PREDOMINANTLY BASE METAL, THREE OR MORE SURFACES	210.46
D6606	INLAY - CAST NOBLE METAL, TWO SURFACES	187.08
D6607	INLAY - CAST NOBLE METAL, THREE OR MORE SURFACES	210.46
D6610	ONLAY - CAST HIGH NOBLE METAL, TWO SURFACES	74.82
D6611	ONLAY - CAST HIGH NOBLE METAL, THREE OR MORE SURFACES	210.46
D6613	ONLAY - CAST PREDOMINANTLY BASE METAL, THREE OR MORE SURFACES	210.46
D6710	CROWN - INDIRECT RESIN BASED COMPOSITE	169.54

CDT-5 PROCEDURE CODE	DENTAL PROCEDURE DESCRIPTION	Maximum Benefit Payable Effective Date
D6720	CROWN, RESIN WITH HIGH NOBLE METAL	280.61
D6721	CROWN, RESIN WITH PREDOMINANTLY BASE METAL	233.85
D6722	CROWN, RESIN WITH NOBLE METAL	245.54
D6740	CROWN - PORCELAIN/CERAMIC	257.22
D6750	CROWN, PORCELAIN FUSED TO HIGH NOBLE METAL	321.54
D6751	CROWN - PORCELAIN FUSED TO PREDOMINANTLY BASE METAL	280.61
D6752	CROWN, PORCELAIN FUSED TO NOBLE METAL	280.61
D6780	CROWN, 3/4 CAST HIGH NOBLE METAL	210.46
D6790	CROWN, FULL CAST HIGH NOBLE METAL	233.85
D6791	CROWN, FULL CAST PREDOMINANTLY BASE METAL	204.57
D6792	CROWN, FULL CAST NOBLE METAL	222.15
D6930	RECEMENT FIXED PARTIAL DENTURE	54.24
D6940	STRESS BREAKER	70.16
D7111	CORONAL REMNANTS - DECIDUOUS TOOTH	35.55
D7210	SURGICAL REMOVAL OF ERUPTED TOOTH, REQUIRING ELEVATION OF MUCOPERIOSTEAL FLAP AND REMOVAL OF BONE AND/OR SECTION OF TOOTH	57.99
D7220	REMOVAL OF IMPACTED TOOTH - SOFT TISSUE	82.31
D7230	REMOVAL OF IMPACTED TOOTH - PARTIALLY BONY	116.00
D7240	REMOVAL OF IMPACTED TOOTH - COMPLETELY BONY	175.85
D7250	SURGICAL REMOVAL OF RESIDUAL TOOTH ROOTS (CUTTING PROCEDURE)	82.31
D7260	OROANTRAL FISTULA CLOSURE	258.17
D7270	TOOTH REIMPLANTATION AND/OR STABILIZATION OF ACCIDENTALLY EVULSED OR DISPLACED TOOTH	129.10
D7280	SURGICAL ACCESS OF AN UNERUPTED TOOTH	82.31

CDT-5 PROCEDURE CODE	DENTAL PROCEDURE DESCRIPTION	Maximum Benefit Payable Effective Date
D7290	SURGICAL REPOSITIONING OF TEETH	116.00
D7310	ALVEOLOPLASTY IN CONJUNCTION WITH EXTRACTIONS - PER QUADRANT	71.09
D7320	ALVEOLOPLASTY NOT IN CONJUNCTION WITH EXTRACTIONS - PER QUADRANT	86.05
D7340	VESTIBULOPLASTY - RIDGE EXTENSION (SECONDARY EPITHELIALIZATION)	116.00
D7350	VESTIBULOPLASTY - RIDGE EXTENSION (INCLUDING SOFT TISSUE GRAFTS, MUSCLE REATTACHMENT, REVISION OF SOFT TISSUE ATTACHMENT AND MANAGEMENT OF HYPERTROPHIED AND HYPERPLASTIC TISSUE)	396.62
D7410	EXCISION OF BENIGN LESION UP TO 1.25 CM	116.00
D7411	EXCISION OF BENIGN LESION GREATER THAN 1.25 CM	303.07
D7450	REMOVAL OF BENIGN ODONTOGENIC CYST OR TUMOR - LESION DIAMETER UP TO 1.25 CM	116.00
D7451	REMOVAL OF BENIGN ODONTOGENIC CYST OR TUMOR - LESION DIAMETER GREATER THAN 1.25 CM	303.07
D7471	REMOVAL OF LATERAL EXOSTOSIS (MAXILLA OR MANDIBLE)	175.85
D7490	RADICAL RESECTION OF MAXILLA OR MANDIBLE	935.37
D7510	INCISION AND DRAINAGE OF ABSCESS - INTRAORAL SOFT TISSUE	46.77
D7520	INCISION AND DRAINAGE OF ABSCESS - EXTRAORAL SOFT TISSUE	93.54
D7530	REMOVAL OF FOREIGN BODY FROM MUCOSA, SKIN, OR SUBCUTANEOUS ALVEOLAR TISSUE	46.77
D7540	REMOVAL OF REACTION-PRODUCING FOREIGN BODIES - MUSCULOSKELETAL SYSTEM	93.54
D7560	MAXILLARY SINUSOTOMY FOR REMOVAL OF TOOTH FRAGMENT OR FOREIGN BODY	269.39
D7810	OPEN REDUCION OF DISLOCATION	877.39

CDT-5 PROCEDURE CODE	DENTAL PROCEDURE DESCRIPTION	Maximum Benefit Payable Effective Date
D7820	CLOSED REDUCTION OF DISLOCATION	116.00
D7830	MANIPULATION UNDER ANESTHESIA	116.00
D7840	CONDYLECTOMY	819.40
D7850	SURGICAL DISCECTOMY, WITH/WITHOUT IMPLANT	819.40
D7860	ARTHROTOMY	550.01
D7870	ARTHROCENTESIS	93.54
D7910	SUTURE OF RECENT SMALL WOUND UP TO 5 CM	71.09
D7911	COMPLICATED SUTURE - UP TO 5 CM	258.17
D7912	COMPLICATED SUTURE - GREATER THAN 5 CM	291.84
D7920	SKIN GRAFT	187.08
D7940	OSTEOPLASTY - FOR ORTHOGNATHIC DEFORMITIES	1,169.23
D7950	OSSEOUS, OSTEOPERIOSTEAL OR CARTLIAGE GRAFT OF THE MANDIBLE OR FACIAL BONES - AUTOGENOUS OR NONAUTOGENOUS, BY REPORT	935.37
D7955	REPAIR OF MAXILLOFACIAL SOFT AND HARD TISSUE DEFECT	104.78
D7960	FRENULECTOMY, SEPARATE PROCEDURE (FRENECTOMY)	93.54
D7970	EXCISION OF HYPERPLASTIC TISSUE - PER ARCH	140.31
D7981	EXCISION OF SALIVARY GLAND, BY REPORT	467.69
D7982	SIALODOCHOPLASTY	409.70
D7983	CLOSURE OF SALIVARY FISTULA	701.54
D9110	*PALLIATIVE (EMERGENCY) TREATMENT OF DENTAL PAIN	32.75
D9210	LOCAL ANESTHESIA NOT IN CONJUNCTION WITH OPERATIVE OR SURGICAL PROCEDURE	28.08
D9211	REGIONAL BLOCK ANESTHESIA	16.37
D9212	TRIGEMINAL DIVISION BLOCK ANESTHESIA	28.19
D9220	DEEP SEDATION/GENERAL ANESTHESIA - FIRST 30 MINUTE	88.88
D9310	CONSULTATION	35.55

CDT-5 PROCEDURE CODE	DENTAL PROCEDURE DESCRIPTION	Maximum Benefit Payable Effective Date
D9410	HOUSE/EXTENDED CARE FACILITY CALL	35.55
D9420	HOSPITAL CALL	35.55
D9430	OFFICE VISIT FOR OBSERVATION DURING REGULARLY SCHEDULED HOURS	35.55
D9440	OFFICE VISIT - AFTER REGULARLY SCHEDULED HOURS	35.55
D9610	THERAPEUTIC DRUG INJECTION, BY REPORT	18.71
D9630	OTHER DRUGS AND/OR MEDICAMENTS, BY REPORT	18.71
D9910	APPLICATION OF DESENSITIZING MEDICAMENT	22.45
D9930	TREATMENT OF COMPLICATIONS (POST-SURGICAL) - UNUSUAL CIRCUMSTANCES, BY REPORT	26.20
D9940	OCCLUSAL GUARDS, BY REPORT	41.15
D9950	OCCLUSION ANALYSIS - MOUNTED CASE	140.31
D9951	OCCLUSAL ADJUSTMENT - LIMITED	46.77
D9952	OCCLUSAL ADJUSTMENT - COMPLETE	168.36

Orthodontic Benefits

* Orthodontic services and materials are covered for their reasonable and customary cost up to \$974.37 on the Effective Date, per year per eligible Dependent prior to attaining age 26, with a lifetime maximum of \$2,923.09 on the Effective Date for each such Dependent

Article XXB--UMWA CASH DEFERRED SAVINGS PLAN OF 1988

Section (a) General Purpose

This Article provides for the maintenance of the United Mine Workers of America Cash Deferred Savings Plan of 1988. This Savings Plan shall be funded by voluntary wage deferrals, Employer Contributions for hours worked, and, as necessary, Employer contributions to pay the cost of administration.

Section (b) Trust

The Savings Plan shall be maintained through an irrevocable trust, created pursuant to Section 302(c) of the Labor Management Relations Act of 1947, and qualified under Section 501(a) of the Internal Revenue Code of 1986 ("IRC"), or any successor statute.

Section (c) Plan

The Savings Plan shall be maintained in accordance with the requirements of Section 401(k) of the IRC, and is intended to be qualified under Section 401(a) of the IRC.

Section (d) Funding

1. Each Employee covered by this Agreement shall be permitted to elect to have the Employer pay any portion of his or her wages to the Trustees of the Savings Plan, except that the amount so deferred may not exceed any maximum limitation under the IRC.

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:

<u>Year</u>	<u>Additional Limit</u>
2026 through 2030	\$6,500 or such other amount that may be allowed by the IRC and subject to applicable laws and regulations.

2. 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 Trustees.

3. All deferred amounts shall be paid to and held by the Trustees of the Savings Plan, who shall maintain separate accounts for each such Employee.

4. On or after the Effective Date, Employees shall receive Contributions from the Employer to the Savings Plan based on hours worked as follows:

<u>Term of Agreement</u>	<u>Amount Per Hour Worked</u>
For the remainder of 2025	\$3.50
2026 through 2030	\$3.75

5. Employees, who as of the Effective Date, have accrued credited hours under the UMWA 1974 Pension Plan, but who have not accrued enough hours to vest in said Plan (five (5) years) will receive a one-time contribution into the CDSP equal to the Employee's number of credited hours times \$3.50. In the event such one-time contribution for an Employee, in combination with other contributions to the CDSP for the year, would exceed applicable benefit limitations under the Internal Revenue Code ("IRC limits"), the Employer shall defer payment of that portion of the one-time contribution that would exceed those IRC limits into the next-following year or years until the full amount of the contribution is paid.

Section (e) Administration

The Savings Plan and Trust shall be jointly administered by a Board of four Trustees, appointed pursuant to the Trust document. The Trustees shall be responsible for all action necessary for the proper and efficient

operation of the Plan. In the absence of any other specific direction in the Trust document, the Trustees shall, to the extent practicable, contract for administrative and investment services with independent entities in the business of and experienced in the administration and/or investment of 401(k) plans.

1. The Trustees shall have the same powers, duties, and responsibilities with respect to the Savings Plan and Trust as are set forth in Article XX of this Agreement, and the powers, duties, and responsibilities set forth in the Savings Trust documents, and this Article.

2. The Employer and the Union shall have the powers, duties, and responsibilities with respect to the Savings Plan and Trust set forth in Article XX, Sections (d)(2)-(8) and (10) and Sections (e)-(g), the Savings Trust document, and this Article.

3. Administrative costs incurred after the Effective Date will be borne by the Employer, subject to the Memorandum of Understanding entered into by the UMWA and BCOA [or the Employer] regarding administrative costs, a copy of which is incorporated by reference and made a part of this Agreement. In order to implement this provision, BCOA or the Employer, may set an hourly rate for contributions to be made to the Savings Plan for any period during the term of this Agreement. These contributions, which shall be made on hours worked and which may be adjusted from time to time, shall be made by the Employer signatory hereto during the term of this Agreement. For purposes of this provision, the term "administrative costs" shall not include costs attributable to or in any way related to any period prior to the Effective Date of this Agreement, and in particular, shall not include any obligations incurred prior to the date or relating to costs incurred prior to that date.

4. Payments required under this Article shall be made on the 10th day of the month following the month for which the payment is owed. Payments shall be delivered or mailed to the place designated by the Trustees of the Fund.

5. It shall be the duty of each of the Employer signatory hereto to keep current said payments due to the Plan and to furnish to the International Union, United Mine Workers of America, and to the Trustees of the Plan, a monthly statement showing on a mine-by-mine basis, the full amounts due hereunder, the hours worked with respect to which any amounts are payable, and any other information, requested by the Trustees, relating to deferred wages to be paid to the Plan.

6. Failure of any Employer signatory hereto to make full and prompt payments to the Plan in the manner and on the dates herein provided shall be deemed a violation of the 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, 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.

7. 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 Plan 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 Plan, or the amount of delinquency and, where pertinent, the hours worked with respect to the mine or mines under the jurisdiction of such local union.

8. The Trustees may accept 401(k) wage deferral contributions, and Employer Contributions from an Employer that is obligated to pay for administrative costs as set forth under Article XXB(e)3 of this Agreement, provided that the acceptance does not have a material adverse impact on the administrative costs of the Savings Plan. The Trustees may also accept a transfer of a participant's account balances from an Employer's existing qualified deferred contribution 401(k) Plan, provided that the transfer does not have

a material adverse impact on the administrative costs of the Savings Plan.

Section (f) Investments

Each participant shall have the opportunity to select an investment vehicle for his or her individual account balance, or may apportion his or her account balance among two or more such investment vehicles, subject to reasonable rules and regulations adopted by the Trustees.

1. The investment vehicles among which Employees may choose shall contain a broad range of investment alternatives. In addition to any investment vehicles selected by the Trustees, the range of investments offered to Employees shall include at least two vehicles selected by the Trustees from a list prepared by the UMWA and two vehicles selected by the Trustees from a list prepared by the BCOA or the Employer, as applicable. In lieu of presenting a list of investment vehicles, the UMWA and/or the BCOA/Employer may specify criteria by which the Trustees shall select the two designated investment vehicles.

2. Participants shall have the opportunity to elect alternative investment vehicles no more than four times per year, in accordance with reasonable rules and regulations adopted by the Trustees.

Section (g) Plan and Trust Provisions

The Trust and Plan are incorporated by reference and considered a part hereto. In the event that any provision of this Article or of any Plan or Trust created pursuant hereto shall violate applicable law, then the parties hereto shall meet to engage in good faith negotiations to agree upon a means of correcting such illegality, so as to effect the intent hereof; except that the Trustees may adopt any amendments necessary to conform the Plan or Trust to the requirements of ERISA, or any other applicable federal law, and the regulations issued thereunder.

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. For waiting time at the jobsite in excess of 15 minutes, the Employee will be paid at the overtime rate applicable. 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 tippie 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 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 employed at the mine, a surface mine Employer may elect to extend the work day of Employees engaged in the mining and loading of coal to shifts of eight (8) hours; provided that Employees who work eight (8) hour shifts shall be regularly paid a minimum of three-quarter (3/4) hours of overtime at applicable rates, and 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) At any facility where an attendance control program was in effect at the expiration of the National Bituminous Coal Wage Agreement of 1978, that program will remain in effect for the term of this Agreement unless within 30 calendar days following the Effective Date of this Agreement either the Employer or the Local Union gives notice to the other to terminate that attendance control program. If termination notice is given, the Employer may, within 30 days of that notice, elect to implement the Standard Attendance Control Program in Section (i)(2) below or have no program.

At any facility where there was no attendance control program in effect at the expiration of the National Bituminous Coal Wage Agreement of 1978, the Employer may within 30 calendar days following the Effective Date of this Agreement, elect to implement the Standard Attendance Control Program in Section (i)(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 Section (i)(2) below or have no program.

Whichever means of attendance control is elected shall remain in full force and effect for the term of this Agreement.

(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.

If an Employee accumulates three (3) single days of unexcused absence in a 180-day period or two (2) single days of unexcused absence in a 30-day period, he shall be designated an "irregular worker" and will be subject to the following progressive steps of discipline.

Step 1

If the irregular worker is absent (unexcused) for one (1) additional day within 180 days of the unexcused absence which caused him to be designated an irregular worker, he may be called in for a personal interview with Mine Management and may be given a written warning notice. A copy of the notice shall be retained at the mine and a copy sent to the Mine Committee.

Step 2

If the irregular worker is then absent (unexcused) for one (1) additional day within 180 days of the warning notice, he may be suspended for two (2) working days. Written notice of this suspension will be given to the Employee with a copy to the Mine Committee, which notice shall indicate that this is the second and final warning.

Step 3

If the irregular worker is then absent (unexcused) for one (1) additional day within 180 days of the last day of the two (2) day suspension, he may be suspended with intent to discharge.

An Employee who works a full 180-day period following the issuance of any discipline under this program without one (1) day of unexcused absence will no longer be determined an irregular worker and his record will be cleared of all prior discipline under this program.

(3) Nothing in this Section shall preclude the Employer from establishing or enforcing work rules regarding tardiness and leaving the shift early.

(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)(a) Notwithstanding anything to the contrary contained in this Agreement, if any Employee assigned to a Traditional Schedule that begins at 12:01 a.m. on Monday is absent from any scheduled work in his workweek, such Employee shall not be eligible for premium pay as described in Section (e)(1) of Article IV of this Agreement for any work performed on Saturday during the workweek, except that any such Employee shall be eligible for such premium pay if any such absence is as a result of utilizing Personal or Sick Leave, Regular Vacation, Graduated Vacation, Bereavement, Jury Duty, Military Duty, Union Business, Sickness and Accident Benefits, Workers' Compensation Benefits, a Memorial Period or the Family and Medical Leave Act.

(b) Notwithstanding anything to the contrary contained in this Agreement, if any Employee assigned to a Traditional Schedule that begins at 12:01 a.m. on Monday is absent from any scheduled work in his workweek, such Employee shall not be eligible for premium pay as described in Section (e)(1) of Article IV of this Agreement for any work performed on Sunday during the workweek, except that any such Employee shall be eligible for such premium pay if any such absence is because of proven sickness or is as a result of utilizing Personal or Sick Leave, Regular Vacation, Graduated Vacation, Bereavement, Jury Duty, Military Duty, Union Business, Sickness and Accident Benefits, Workers' Compensation Benefits, a Memorial Period or the Family and Medical Leave Act.

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, except that Memorial Periods cannot be designated during the first 365 days following the Effective Date of this Agreement.

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, overtime and premium time 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) Trammig

The machine operator's rate or the helper's rate (where applicable) will be paid for the trammig 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) Panel of Arbitrators

(1) The UMWA International Union and the Employer 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 from the Effective Date unless removed by the mutual consent of the appointing parties. At the expiration of such initial term, the appointing parties shall jointly establish a new panel of impartial arbitrators for each UMWA district to serve for a period of 18 months.

(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.

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

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

(5) The Parties agree to use the Coal Arbitration system to assign and schedule cases for the term of this Agreement and to equally share the cost of doing so. The Parties further agree to waive the five (5) day limit for scheduling immediate discharge cases and to, instead, schedule such cases by mutual agreement as to available dates.

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 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.

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, including the provisions of Article II G.10 of this Agreement, 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 Employer shall provide to the International Union and all the UMWA International District Vice Presidents shall provide to the Employer, copies of all District agreements in their possession. All District agreements which are not provided to the International Union and the Employer 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 Employer 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 health and retirement fund payments, required by this Agreement, either party hereto may, after the imposition of such restraint, give sixty days notice of termination of this Agreement and, thereafter shall meet and discuss and attempt to agree on the basis for a continuation of the Agreement for its term. If no agreement is reached within the 60-day period, the Agreement will terminate.

Article XXIX--RATIFICATION AND TERMINATION OF THIS AGREEMENT

This Agreement shall become effective on September __, 2025. The date on which this Agreement becomes effective is referred to herein as the "Effective Date", provided that this Agreement has been ratified and approved by the membership covered hereby.

Except as provided in Article XXVIII, Section (b) (Severability Clause), this Agreement shall not be subject to termination by either party signatory hereto prior to 11:59 p.m. on **December 31, 2030**, 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. on **December 31, 2030**, 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, the Employer 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 Employer 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.

Signature Pages Follow

IN WITNESS WHEREOF, Harrison County Coal Resources, Inc. and the Union have caused this **2025** Coal Wage Agreement to be signed on **September ___, 2025**, by the following:

UNITED MINE WORKERS OF AMERICA
CECIL E. ROBERTS
International President

HARRISON COUNTY COAL RESOURCES, INC.
JAMES R. TURNER, JR.
President

IN WITNESS WHEREOF, Marion County Coal Resources, Inc. and the Union have caused this **2025** Coal Wage Agreement to be signed on **September ___, 2025**, by the following:

UNITED MINE WORKERS OF AMERICA
CECIL E. ROBERTS
International President

MARION COUNTY COAL RESOURCES, INC.
JAMES R. TURNER, JR.
President

IN WITNESS WHEREOF, Ohio County Coal Resources, Inc. and the Union have caused this **2025** Coal Wage Agreement to be signed on **September ___, 2025**, by the following:

UNITED MINE WORKERS OF AMERICA
CECIL E. ROBERTS
International President

OHIO COUNTY COAL RESOURCES, INC.
JAMES R. TURNER, JR.
President

IN WITNESS WHEREOF, Marshall County Coal Resources, Inc. and the Union have caused this **2025** Coal Wage Agreement to be signed on **September ___, 2025**, by the following:

UNITED MINE WORKERS OF AMERICA
CECIL E. ROBERTS
International President

MARSHALL COUNTY COAL RESOURCES, INC.
JAMES R. TURNER, JR.
President

IN WITNESS WHEREOF, Franklin County Land Resources, Inc. and the Union have caused this **2025** Coal Wage Agreement to be signed on **September ___, 2025**, by the following:

UNITED MINE WORKERS OF AMERICA
CECIL E. ROBERTS
International President

FRANKLIN COUNTY LAND RESOURCES, INC.
JAMES R. TURNER, JR.
President

IN WITNESS WHEREOF, Ohio Valley Coal Resources, Inc. and the Union have caused this **2025** Coal Wage Agreement to be signed on **September ___, 2025**, by the following:

UNITED MINE WORKERS OF AMERICA
CECIL E. ROBERTS
International President

OHIO VALLEY COAL RESOURCES, INC.
JAMES R. TURNER, JR.
President

ATTACHMENT A

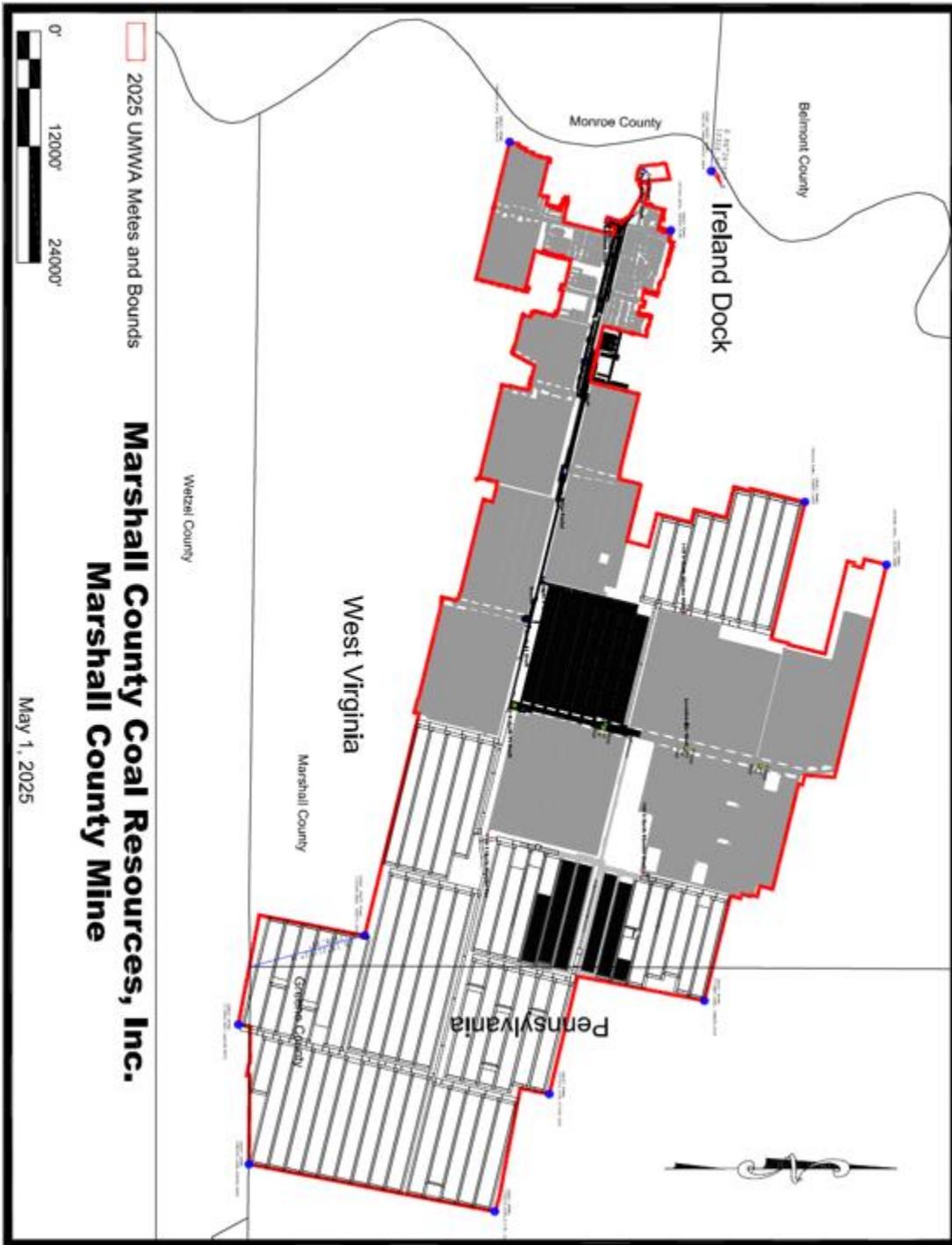
Harrison County Coal Resources, Inc.
Marion County Coal Resources, Inc.
Ohio County Coal Resources, Inc.
Marshall County Coal Resources, Inc.
Franklin County Land Resources, Inc.
Ohio Valley Coal Resources, Inc.

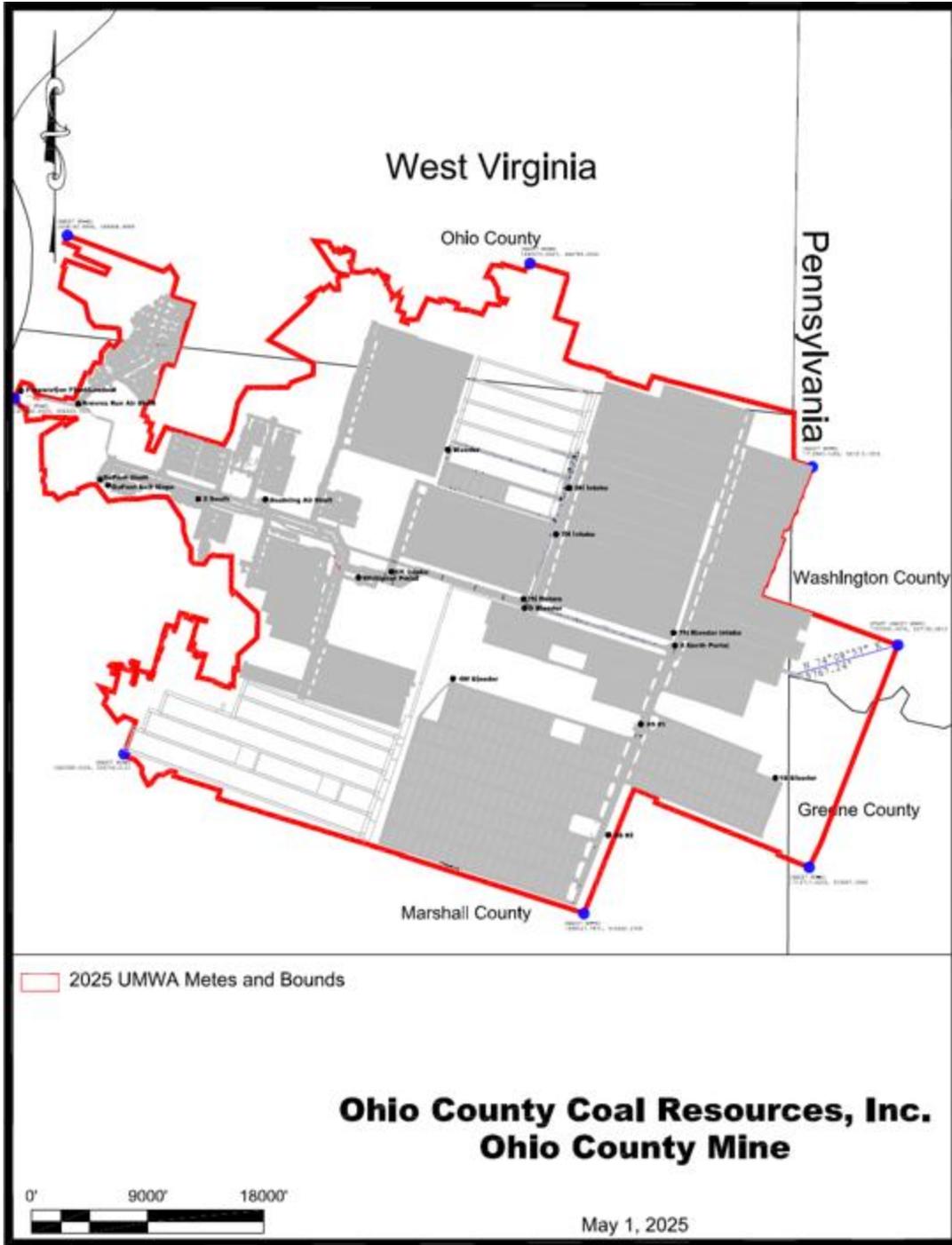
ATTACHMENT B

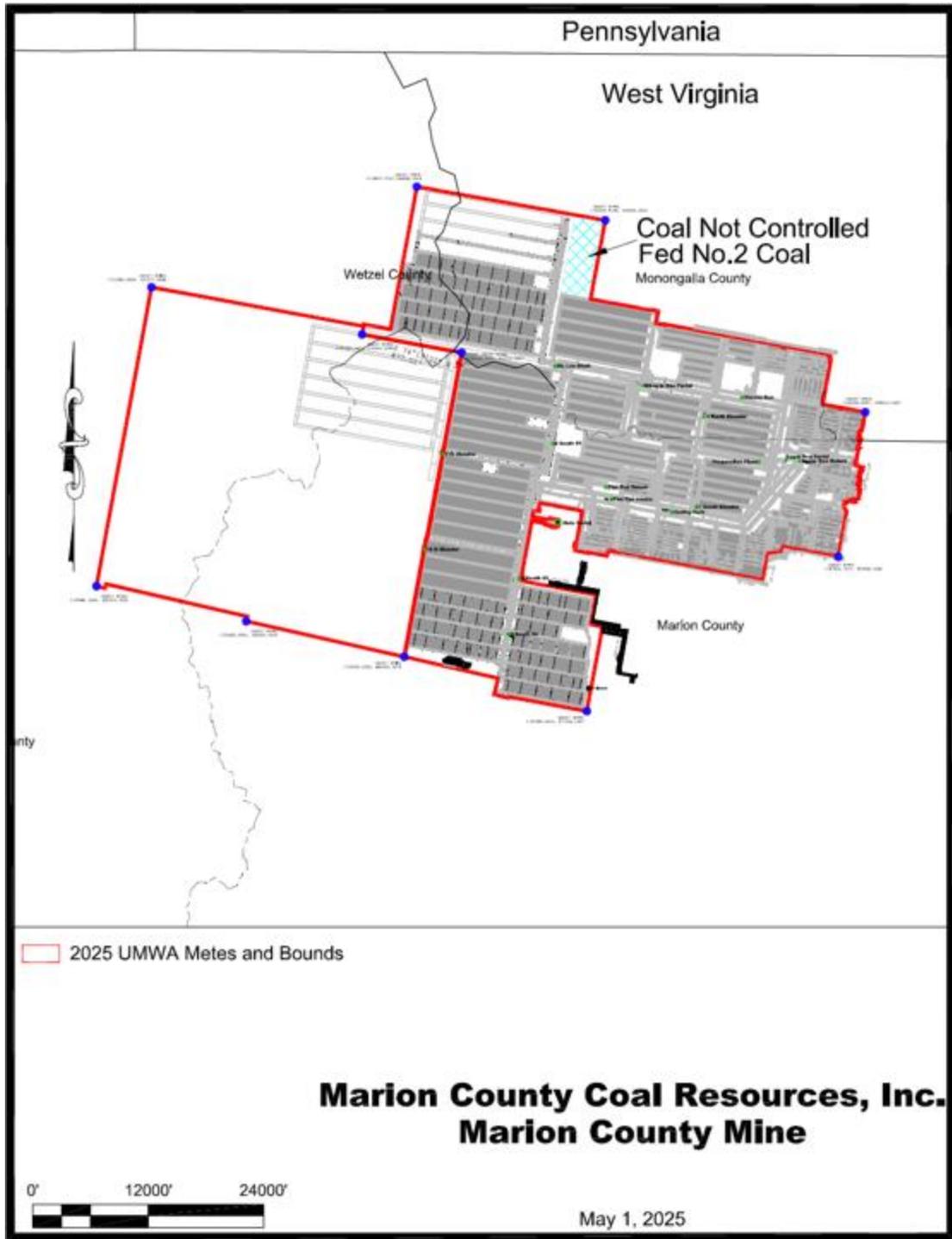
De Minimis Work by Supervisors

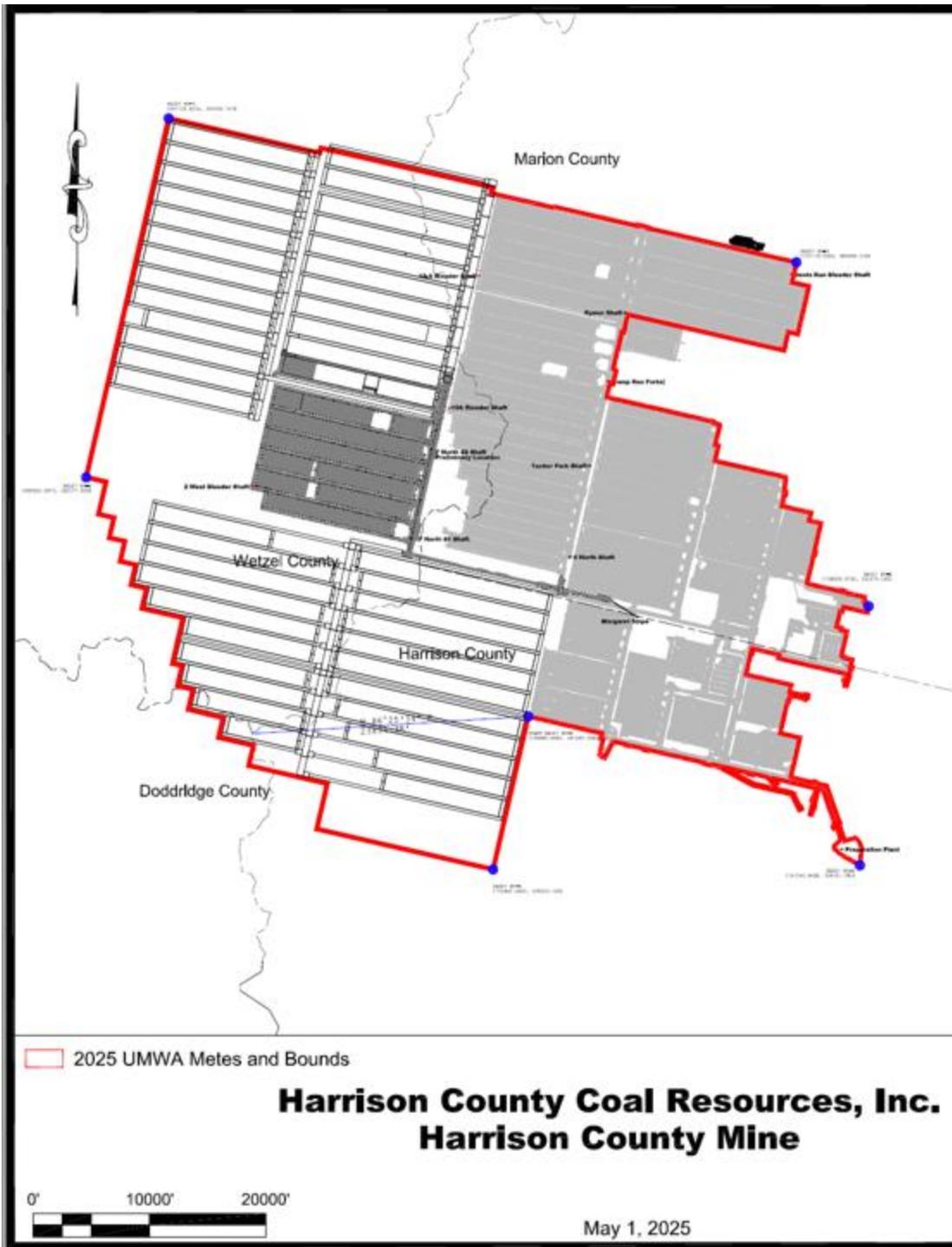
This is to confirm the parties understanding that Supervisors can perform *de minimis* amounts of classified work, which the parties have agreed means that individual Supervisors can perform cumulatively thirty (30) minutes or less of classified work per shift.

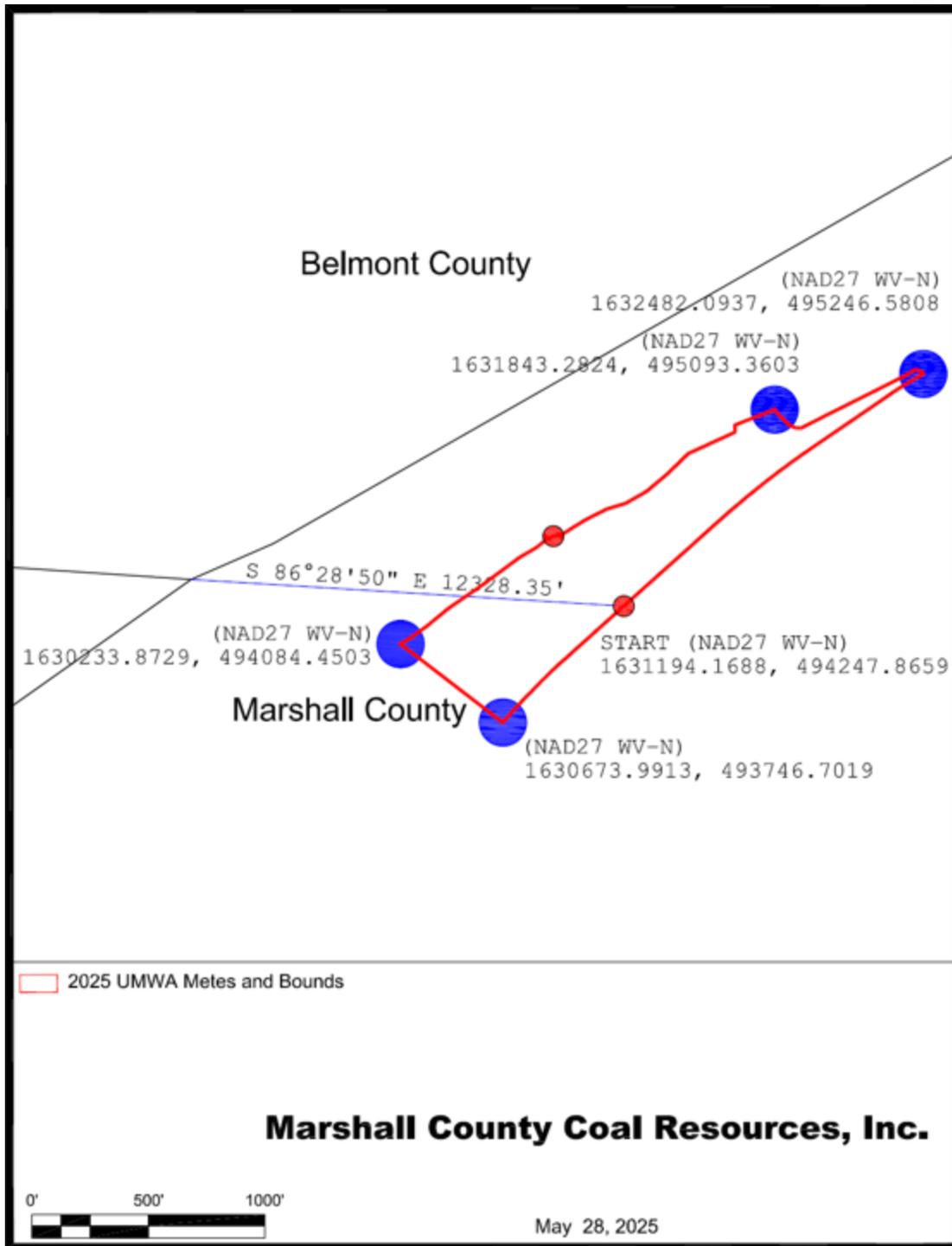
Exhibit A

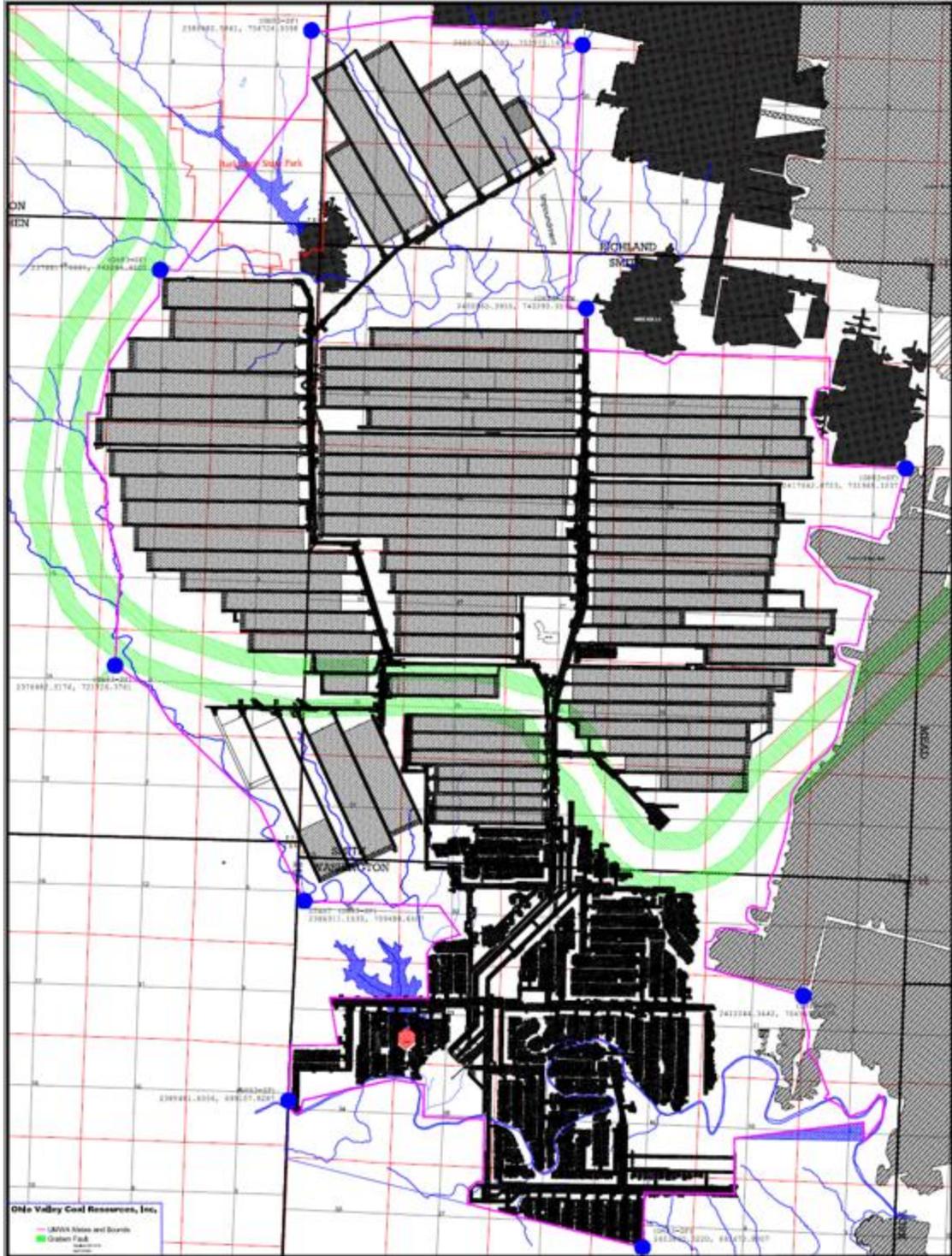




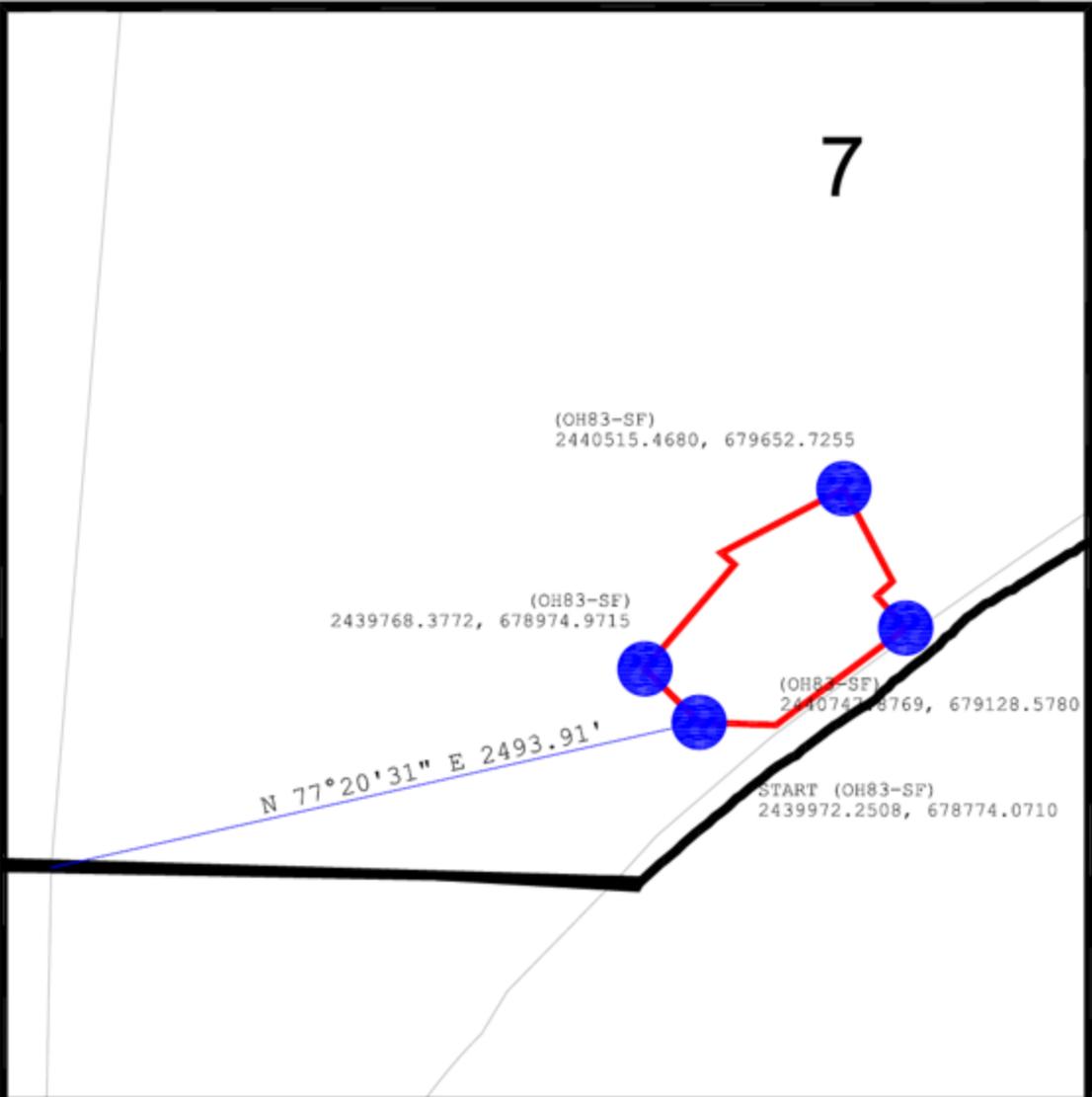


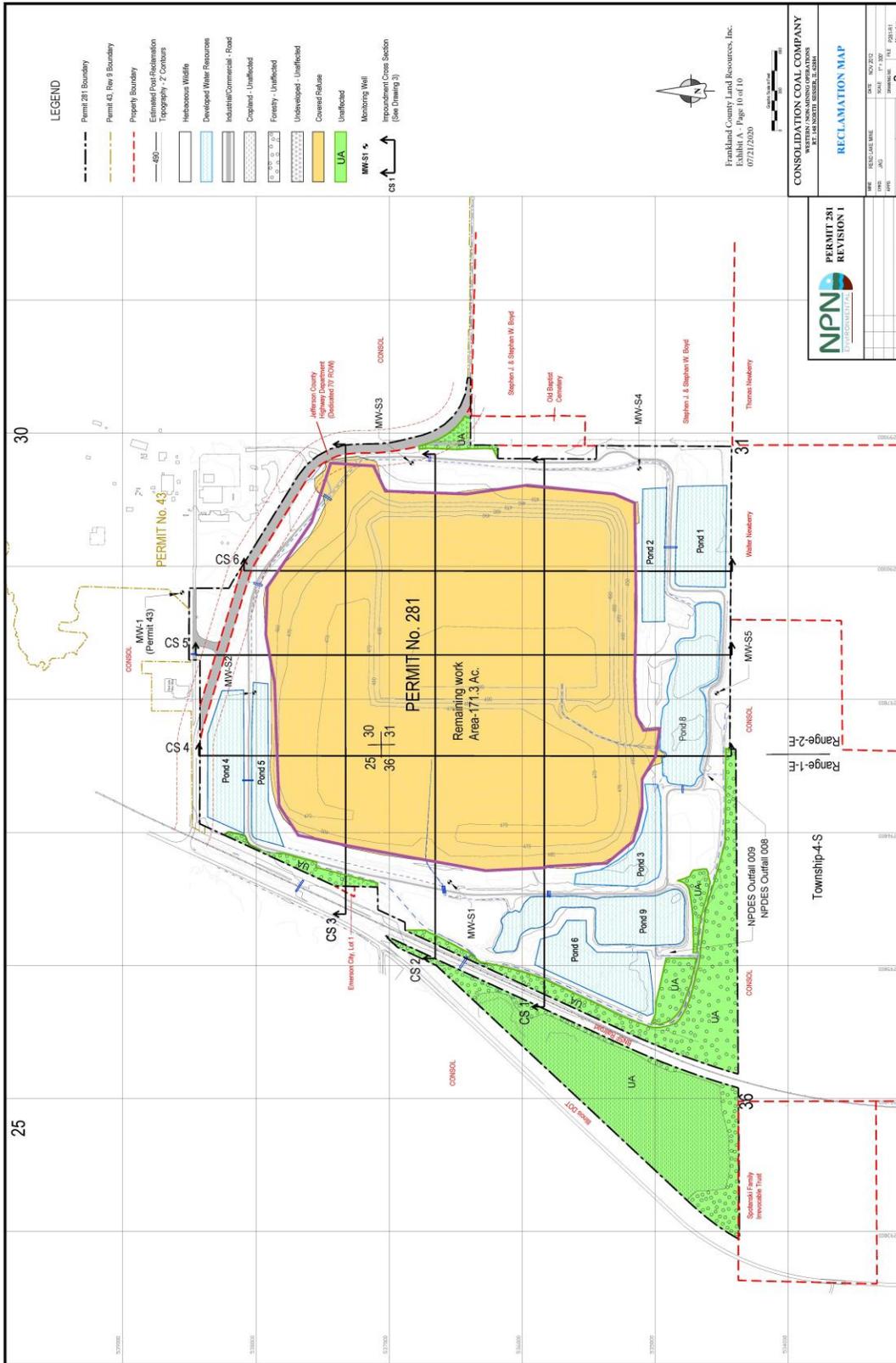






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APPENDIX A — PART I
Underground At Deep Mines

	Effective Date	1/1/2026	1/1/2027	1/1/2028	1/1/2029	1/1/2030
Wage Increase	\$2.00	\$2.50	\$1.00	\$1.00	\$1.00	\$0.50
GRADE 5						
Hourly Rate	\$33.915	\$36.415	\$37.415	\$38.415	\$39.415	\$39.915
Daily Rate	\$271.32	\$291.32	\$299.32	\$307.32	\$315.32	\$319.32
Wage Increase	\$2.00	\$2.50	\$1.00	\$1.00	\$1.00	\$0.50
GRADE 4						
Hourly Rate	\$33.510	\$36.010	\$37.010	\$38.010	\$39.010	\$39.510
Daily Rate	\$268.08	\$288.08	\$296.08	\$304.08	\$312.08	\$316.08
Wage Increase	\$2.00	\$2.50	\$1.00	\$1.00	\$1.00	\$0.50
GRADE 3						
Hourly Rate	\$33.143	\$35.643	\$36.643	\$37.643	\$38.643	\$39.143
Daily Rate	\$265.14	\$285.14	\$293.14	\$301.14	\$309.14	\$313.14
Wage Increase	\$2.00	\$2.50	\$1.00	\$1.00	\$1.00	\$0.50
GRADE 2						
Hourly Rate	\$32.920	\$35.420	\$36.420	\$37.420	\$38.420	\$38.920
Daily Rate	\$263.36	\$34.92	\$291.36	\$299.36	\$307.36	\$311.36
Wage Increase	\$2.00	\$2.50	\$1.00	\$1.00	\$1.00	\$0.50
GRADE 1						
Hourly Rate	\$32.848	\$35.348	\$36.348	\$37.348	\$38.348	\$38.848
Daily Rate	\$262.78	\$282.78	\$290.78	\$298.78	\$306.78	\$310.78
Wage Increase	\$2.00	\$2.50	\$1.00	\$1.00	\$1.00	\$0.50
Training Rate						
Hourly Rate	\$32.274	\$34.774	\$35.774	\$36.774	\$37.774	\$38.274
Daily Rate	\$258.19	\$278.19	\$286.19	\$294.19	\$302.19	\$306.19

**APPENDIX A PART II
Strip and Auger Mine**

	Effective Date	1/1/2026	1/1/2027	1/1/2028	1/1/2029	1/1/2030
Wage Increase	\$2.00	\$2.50	\$1.00	\$1.00	\$1.00	\$0.50
GRADE 5						
Hourly Rate	\$34.678	\$37.178	\$38.178	\$39.178	\$40.178	\$40.678
Daily Rate	\$277.42	\$297.42	\$305.42	\$313.42	\$321.42	\$325.42
Wage Increase	\$2.00	\$2.50	\$1.00	\$1.00	\$1.00	\$0.50
GRADE 4						
Hourly Rate	\$34.027	\$36.527	\$37.527	\$38.527	\$39.527	\$40.027
Daily Rate	\$272.22	\$292.22	\$300.22	\$308.22	\$316.22	\$320.22
Wage Increase	\$2.00	\$2.50	\$1.00	\$1.00	\$1.00	\$0.50
GRADE 3						
Hourly Rate	\$33.662	\$36.162	\$37.162	\$38.162	\$39.162	\$39.662
Daily Rate	\$269.30	\$289.30	\$297.30	\$305.30	\$313.30	\$317.30
Wage Increase	\$2.00	\$2.50	\$1.00	\$1.00	\$1.00	\$0.50
GRADE 2						
Hourly Rate	\$33.377	\$35.877	\$36.877	\$37.877	\$38.877	\$39.377
Daily Rate	\$267.02	\$34.92	\$295.02	\$303.02	\$311.02	\$315.02
Wage Increase	\$2.00	\$2.50	\$1.00	\$1.00	\$1.00	\$0.50
GRADE 1						
Hourly Rate	\$33.296	\$35.796	\$36.796	\$37.796	\$38.796	\$39.296
Daily Rate	\$266.37	\$286.37	\$294.37	\$302.37	\$310.37	\$314.37

APPENDIX A - PART III
Preparation Plants and Other Surface Facilities

	Effective Date	1/1/2026	1/1/2027	1/1/2028	1/1/2029	1/1/2030
Wage Increase	\$2.00	\$2.50	\$1.00	\$1.00	\$1.00	\$0.50
GRADE 4						
Hourly Rate	\$33.864	\$36.364	\$37.364	\$38.364	\$39.364	\$39.864
Daily Rate	\$270.91	\$290.91	\$298.91	\$306.91	\$314.91	\$318.91
Wage Increase	\$2.00	\$2.50	\$1.00	\$1.00	\$1.00	\$0.50
GRADE 3						
Hourly Rate	\$33.620	\$36.120	\$37.120	\$38.120	\$39.120	\$39.620
Daily Rate	\$268.96	\$288.96	\$296.96	\$304.96	\$312.96	\$316.96
Wage Increase	\$2.00	\$2.50	\$1.00	\$1.00	\$1.00	\$0.50
GRADE 2						
Hourly Rate	\$33.337	\$35.837	\$36.837	\$37.837	\$38.837	\$39.337
Daily Rate	\$266.70	\$286.70	\$294.70	\$302.70	\$310.70	\$314.70
Wage Increase	\$2.00	\$2.50	\$1.00	\$1.00	\$1.00	\$0.50
GRADE 1						
Hourly Rate	\$33.257	\$35.757	\$36.757	\$37.757	\$38.757	\$39.257
Daily Rate	\$266.06	\$286.06	\$294.06	\$302.06	\$310.06	\$314.06

**APPENDIX B – PART I
UNDERGROUND AT DEEP MINES**

CLASSIFICATION		JOB TITLE WITHIN JOB CLASSIFICATION			
5-A	CONTINUOUS MINING MACHINE OPERATOR	Continuous Mining Machine Operator	Fully Trained Continuous Mining Machine Operator	Helper	
5-B	ELECTRICIAN	Electrician Electrician, Experienced Electrician, Gang Leader Electrician Leader	Electric Repairman Head Motor Inspector Motor Inspector Motor Repairman	Radioman Radio Telephone Mechanic	
5-C	MECHANIC	Longwall Mechanic Machine Repairman Machinist Maintenance Man Mechanic	Mechanic, Chief Mechanic, Leader Mechanic, 1 st Class Repairman Repairman, Chief	Repairman, A. C. Repairman, 1 st Class Repairman – Mechanic Section Repairman	
5-D	FIREBOSS	Belts, Pump Examiner Fireboss Gas Watchman	Gas Watchman – Mine Examiner Mine Examiner		
5-E	LONGWALL MACHINE OPERATOR	Longwall Machine Operator Longwall Miner Operator	Longwall Planer Operator Planer Operator	Shear Operator	
5-F	WELDER, FIRST CLASS	*Welder, 1 st Class	*Note: Performing any welding work required, including vertical, overhead, and flat welding in accordance with approved standards.		
5-G	ROOF BOLTER	Roof Bolter Operating Equipment Mounted on and Part of Continuous Mining Machine	Roof Bolter Roof Bolter, Shift Leader Stopper Operator	Fully Trained Roof Bolter Helper	
4-A	CUTTING MACHINE OPERATOR	Arc Wall Cutting Machine Operator Cutter and Scraper Cutting and Loading	Cutting Machine Operator (Shearing) Cutting Machine Helper (Shearing)	Leader or Cutting Machine Operator & Other Face	
4-B	DISPATCHER	Dispatcher Dispatcher Bottom Man	Dispatcher – Dumper Dumper Dispatcher	Rotary Dump Operator Dispatcher	
4-C	LOADING MACHINE OPERATOR	Gobbing with Joy Loader, Mechanical Unit Loader Operator, Rock Loading Machine Helper – Rock Loading Machine Operator Loading Machine Operator on Rock	Loading Machine, Slate Man Mobile Rock Loading Machine Operator Rock Joy Operator Rock Loader Rock Loading Machine Operator	Rock Operator Slate Loader Slate and Refuse Handler Stall Machine Operator	
4-D	MACHINE OPERATOR HELPER	Continuous Mining Machine Operator Helper Loading Machine Operator Helper Longwall Cornerman	Longwall Headgate Man Longwall Helper Longwall Jack Machine Operator	Longwall Machine Tail Operator Longwall Machine Helper Longwall Prop Man Machine Runner Helper	

				Planer Helper
4-E	GENERAL INSIDE REPAIRMAN AND WELDER	Airdox Mechanic Battery Maintenance Battery Mechanic Battery Repairman Belt Mechanic Belt Repairman Belt Vulcanizer Bottom Welder Cable Slicer Car Repairman	Conveyor Maintenance Man Deumper – Mechanic Electrician, 2 nd Class Electrician Repairman Electric Panel Man General Repairman Machine Repairman, 2 nd Class Mechanic, 2 nd Class Mine Car Repairman Pump Repairman	Repairman, 2 nd Class Repairman, Radio & Telegraph Tipple & Bottom Mechanic Trck Welder Vulcanizer Welder Welder, Inside Welder, 2 nd Class Welder & Repairman
4-F	ROCK DRILLER	Bolt Crew Leader Bolt Crewman Bolt Recovery	Recovery Wrench Operator Rock Crew Rock Driller	Roof Bolt Reclaimer Roof Driller Stone Driller
4-G	CONTINUOUS MINER HELPER TRAINEE	Continuous Miner Helper Trainee		
4-H	ROOF BOLTER HELPER TRAINEE	Roof Bolter Helper Trainee		
4-I	MAINTENANC E TRAINEE (Max. 12 Mos.)	Maintenance Trainee (Max. 12 mos.)		
4-J	ELECTRICIAN TRAINEE (Max. 12 mos.)	Electrician Trainee (Max. 12 mos.)		
3-A	DRILLER COAL	Coal Driller Driller	Driller and Shooter	Driller and Shooter, Slate
3-B	SHOOTER	Shooter	Shot Firer	
3-C	PRECISION MASON CONSTRUCTI ON		Construction of overcasts, underground buildings and foundations, haulage walls, and corner.	
3-D	FACEMAN	Chock Operator Continuous Miner Faceman Faceman Faceman on Conveyor Facer Foam Spray Machine Operator Grademan Grader Operator Jack Setter	Longwall Faceman Loader Operator Helper, Shuttle Car Loader, Shotfirer and Drillman Longwall Utility Man Longwall Utility Man Helper Mobile Bridge Operator Mobile Lift Machine Operator Molveyor Operator	Nozzleman – Rigiseal Rigi Seal Man Scoop Operator Track Machine Operator Utility Man Utility Man – Continuous Miner UN-A-TRAC Operator
3-E	DUMPER	Car Dumper Dumper	Rotary Dumper	Rotary Operator

3-F	SHUTTLE CAR OPERATOR	Battery Tractor Operator Buggy Operator Car Operator	Rubber Tired Battery Tractor Operator Rubber Tired Jeep Operator	Robber Tired Shuttle Car Operator Ran Car Operator Shuttle Car Operator
2-A	MOTORMAN*	Belt Motorman Breakman – Motorman Bratticeman – Motorman Equipment Mover General Labor – Motorman Inside Kersey Operator Motorman Motorman Pumper Motorman Rock Duster	Motorman Wireman Operator, 501 Pumper – Motorman Recovery – Motorman Rock Duster Motorman Supply Jeep Operator Supplyman, Jeep *Main Line Motormen operating motors which take coal to its final destination shall be paid at the Job Class 3 Rate of Pay	Supplyman – Motorman Supplyman Tractor Operator Timberman, Motorman Track Tamper Trackman, Motorman Tractor Operator Wireman – Motorman
2-B	MAINTENANCE TRAINEE (Max. 6 mos.)	Maintenance Trainee (Max. 6 mos.)		
2-C	ELECTRICIAN TRAINEE (Max. 6 mos.)	Electrician Trainee (Max. 6 mos.)		
2-D	ELECTRICIAN HELPER	Battery Charger, Storage Battery man Electrician Apprentice	Electrician Helper Electrician, Limited Experience	Storage Battery Charger Telephone Man
2-E	MECHANIC HELPER	Car Cleaning Mechanic Car Repairman Helper Creaser Lubricator	Machine Repairman Helper Machinist Helper Mechanic Apprentice Mechanic Helper	Motor Inspector Helper Oiler Repairman – Helper
1-A	BELTMAN	Belt Dumper Belt Greaser Belt Belt Haulage Man Belt Hopper Operator Belt Installer Belt Machine Operator Belt Maintenance Beltman Beltman, A&B Beltman, Inside Belt Moving Belt Operator Belt Patrolman Belt Reliefman Belt Service Man	Belt & Shuttle Car Reliefman Belt/Slate Belt Spillman Belt Vulcanizer Helper Boom Man Boom Operator Conveyor Attendant Conveyor Belt Cleaner Conveyor Belt Man Conveyor – Boom Man Conveyor – Installation Man Conveyor – Move to New Set Up Conveyor Leader	Conveyorman Load/Head (Loads Pit Cars) Loader Headman Loader/Head Operator Loading Point Operator Longwall Loading Boom Man Slope Belt Patrolman Slopeman Unloader Operator Unloading Operator on Belt Unloading Operator on Conveyor
1-B	BONDER	Bonder		

1-C	BRAKEMAN	Brakeman Car Coupler Car Coupler- Shaft Bottom Coupler	Nipper Rock Dust Man or Brakeman Rope Rider	Snapper Supply-Brakeman Trip Rider
1-D	BRATTICEMAN	Brattice Man	Ventilation & Drainage Man	Ventilation Man
1-E	GENERAL INSIDE LABOR	Air Course Laborer Air Sampler Airdox Man Bar Puller Bin Feeder Bin Operator Bottom Belt Hopper Man Bottom Cager Bottom Dropper Bottom Man Cableman Cager Cager Leader Coal Mucker Construction Man, Inside Crusher Operator Crusher & Vibrator Operator Dumper Helper Elevator Operator Face Cleaner General Labor, Inside Haulage Man Head Rockman Hiker Operator Hoist Operator Hoistman, Inside	Hoistman, Other Slope, Devel. Etc. Materialman Material Recoverer Miscellaneous Face Cleanup Mover Moving Crew Move Crew Move Up, Sectional Moverman Mover & Rockduster Moving Conveyor to New Set Up Moving Equipment to New Set Up Pipe & Fresh Water Man Pipe Line Man Pipe Layer Pipeman Pipeworkers Planeman Pointman Powderman Ramp Builder Reclaiming Materials Recovery Crew	Recovery Crew Leaders Recovery Man Rock Driller Helper Rock Dust Crew Rock Duster Rockman Rodman Rollerman Roof Bolt Assembly Set-up Crew Set-up Man Shakeout, Shakeout Operator or Shaker Shoveler Slate Disposal Man Slateman Slateman Leader Supply Recovery Supplyman Supplyman – Bottom Supplyman Crew Surveyor Helper Tampman Utilityman Apprentice Utilityman Helper Wet Rock Duster
1-F	MASON	Blockman Block Layer	Block & Stoppings Brattice Mason	Mason
1-G	PUMPER	Pump & Pipeman	Pumper	Pumper Leader
1-H	TIMBERMAN	Bridgeman Headerman	Prop Setter Timberman	Timberman – Trackman
1-I	TRACKMAN	Head Track Man Roadman Roadman – Switch & Heavy Trans.	Track Crew Leader Track Layer Track Leader Track/Trolley Man	Track & Wire Man Trackman Trackman Leader Trackman Pusher
1-J	WIREMAN*	Wire Hanger Wireman	*Wiremen directed by management to perform work for which they must be certified by state or federal law shall be paid at the Job Class 5 Rate of Pay	
1-K	LABORER – UNSKILLED	Belt Cleaner Beltman Helper Beltman “C” Belt Operator Helper	Ditchman Drainage Man Feederman Ginman	Rock Duster Helper Rockman Helper Switch Cleaner Timberman Helper

**Bottom Laborer
Bratticeman Helper
Cagers' Assistant & Helper
Cleaner
Cleanup Man
Coal Loader
Conveyor Cleaner**

**Labor/Motor
Laborer
Mason Helper
Other Inside Labor
Pipeman Helper
Pumper, Apprentice
Road Cleaner**

**Track Cleaner
Trackman Helper
Ventilation Helper
Warehouse Man
Washer Cleanup
Wireman Helper
Yardman**

**APPENDIX B – PART II
STRIP AND AUGER MINES**

CLASSIFICATION		JOB TITLE WITHIN JOB CLASSIFICATION		
5-A	COAL LOADING SHOVEL OPERATOR	Coal Loading Shovel Operator Engineering, Loading	Front End Loader – Coal Loader Engineer	Loader Operator, 10 Yds. Shovel Engineer, Coal Loading
5-B	OVERBURDEN STRIPPING MACHINE OPERATOR	Coal Stripping Shovel Operator Construction Mobile Crane Operator – Erection and Dismantlement Dragline Operator Dragline Operator, 4500 Dragline Operator, 30 Yds.	Front End Loader – Stripping Power Shovel Operator Relief Shovel Operator Shovel Engineer Shovel Engineer, Overburden Shovel or Dragline Operator 4-8 Yds.	Shovel or Dragline Operator over 8 Yds. Shovel Operator Shovel Operator, 10 Yds. Stripping Shovel Operator Wheel Operator
5-C	MASTER ELECTRICIAN	*Electrician *Master Electrician	* Note: The electrician assigned to install electrical components and trouble-shoot electrical failures on electric shovels and draglines.	
4-A	ELECTRICIAN	Electrician Electrician, 1 st Class	Electrician, Lineman Shovel Inspector	Tipple Electrician
4-B	MACHINIST	Machinist	Machinist, 1 st Class	
4-C	MECHANIC	Mechanic Mechanic, Garage Mechanic, 1 st Class	Prep. Plant Mechanic Shop mechanic	Truck Mechanic Truck & Tractor Mechanic
4-D	WELDER, 1 ST CLASS	*Welder, 1 st Class *Welder Leader	* Note: Performing any welding work required, including vertical, overhead, and flat welding in accordance with approved standards.	
4-E	SHOVEL & DRAGLINE OILER	Coal Loading Shovel Oiler Coal Stripping Shovel Oiler Dragline Oiler	Shovel Oiler Shovel Oiler, Coal Loading Shovel Oiler, Overburden	Tipple Oiler Wheel Oiler
4-F	GROUNDMAN	Coal Loading Groundman Groundmen Around Shovel & Dragline	Groundmen, Loading Shovel Groundmen on Wheel Loader Groundmen	
3-A	MOBILE EQUIPMENT OPERATOR	Auto Patrol Boat Operator Boat Pilot *Bulldozer Operator *Carryall Operator *Dozer Operator *End Loader *Front End Loader Grademan Grader Operator Haulage Trailer Operator Heavy Equipment Operator High Lift Operator Hydraulic Equipment Operator *Le Tourneau Operator (Pan) Locomotive Engineer	Locomotive Operator Low Boy Operator Maintainer Operator Mobile Crane Operator Motor Grader Operator *Payload Operator Pilot Reclamation Tractor Operator Road Maintenance Road Patrol Operator Rubber Tired Tractor Operator	Semi-Tractor Driver *Tractor Driver, under D-6 *Tractor Operator *Tractor Operator, D- 8 Traxcavator Operator Truck Driver, Coal Truck Driver, Gob or Refuse Truck Driver, Haulage Truck Operator, When Hauling Coal Tugboat Pilot

Locomotive Fireman				
*Note: When these machines are engaged in the removal of overburden as an integral part of the overburden removal process, the operator will be paid at Job Rate 5.				
3-B	REPAIRMAN	Blacksmith Car Repairman Carpenter Electric Repairman, 2nd Class	Electrician, 2nd Class Machine Repairman Mechanic, 2nd Class Plumber	Prep. Plant Maintenance Man Repairman Shovel Repairman Tipple Repairman
3-C	STATIONARY EQUIPMENT OPERATOR	Auger Crew Auger Operator Barge Loader Operator & Barge Loader Boom Operator Derrick Operator Dock Dumpers	Dock Operator Dryer Operator Plant Operator Portable Crusher Operator Retarder Man Retarder Operator River Dock Operator	Rock Crusher Operator Switchboard Man Tipple Fireman Tipple Operator Tipple Washer Operator Tower Operator at River
3-D	WELDER	Tipple Welder	Welder	Welder Outside
3-E	DRILLER & SHOOTER	Bank Driller Coal Driller Coal Shooter Drill Operator	Driller Driller & Shooter Driller & Shot Firer Driller on Overburden	Shooter on Overburden Shot Firer on Coal Tampman
3-F	MAINTENANCE TRAINEE (Max. 12 Mos.)	Maintenance Trainee (Max. 12 Mos.)		
3-G	ELECTRICIAN TRAINEE (Max. 12 Mos.)	Electrician Trainee (Max. 12 Mos.)		
2-A	TIPPLE ATTENDANT	Tippleman	Switchman	
2-B	ELECTRICIAN HELPER	Electrician Apprentice	Electrician Helper	
2-C	MECHANIC HELPER	Mechanic Apprentice Mechanic Helper	Mechanic Helper, Mach. Shop	Truck Mechanic Helper
2-D	MACHINIST HELPER	Machinist Helper	Machinist Apprentice	Machinist, 2nd Class
2-E	REPAIRMAN HELPER	Greaser Serviceman	Truck Oiler	Welder Helper
2-F	DECK HAND, BOAT	Deck Hand, Boat		
2-G	DOCK HAND	Dock Hand		
2-H	MAINTENANCE TRAINEE (Max. 6 Mos.)	Maintenance Trainee (Max. 6 Mos.)		

2-I	ELECTRICIAN TRAINEE (Max. 6 Mos.)	Electrician Trainee (Max. 6 Mos.)		
1-A	CAR DROPPER	Car Dropper Car Handler	Car Rider Car Runner or Spotter	Railroad Car Dropper Trip Rider
1-B	CAR DUMPER*	Dumper	*Note: A Car Dumper Operator shall be paid at the Job Class 3 Rate of pay when equipment is being operator to dump the car.	
1-C	CAR TRIMMER	Car Trimmer		
1-D	SAMPLER	Coal Sampler		
1-E	TRUCK DRIVER, SERVICE	Supply Truck Driver Teamster Truck Driver	Truck Driver, Outside Pit Truck Driver, Supply Truck Driver, Utility	Truck Driver without Trailer Water Hauler Water Truck Driver
1-F	UTILITY MAN	Driller's Helper Driller's Helper on Overburden Loader Pumper Maintenance, Misc. Painter Preparation Man	Preparation Plant Pumper Pumper Supplyman Track Repairman Trackman Utility Man	Water boy Water Carrier Waterman Water Treater
1-G	LABORER – UNSKILLED	Auger Helper Bin Oiler Car Cleaner Flagger Greaser Helper Janitor Laborer Laborer & Helper Loader Labor Man Working Around Tipple	Night Hostler Nitrate Bagger Outside Tipple Labor Pin Puller Pit Hand Shoveler Pit Man Screen Man Shooter Helper Shooter's Helper on Overburden Shop Laborer	Shop man Shot Firer Helper Slate Picker Tipple, All Other Tipple Cleaner Tipple Laborer Track Labor Washer Yardman

CLASSIFICATION		JOB TITLE WITHIN JOB CLASSIFICATION		
5-A	COAL LOADING SHOVEL OPERATOR	Coal Loading Shovel Operator Engineering, Loading	Front End Loader – Coal Loader Engineer	Loader Operator, 10 Yds. Shovel Engineer, Coal Loading
5-B	OVERBURDEN STRIPPING MACHINE OPERATOR	Coal Stripping Shovel Operator Construction Mobile Crane Operator – Erection and Dismantlement Dragline Operator Dragline Operator, 4500 Dragline Operator, 30 Yds.	Front End Loader – Stripping Power Shovel Operator Relief Shovel Operator Shovel Engineer Shovel Engineer, Overburden Shovel or Dragline Operator 4-8 Yds.	Shovel or Dragline Operator over 8 Yds. Shovel Operator Shovel Operator, 10 Yds. Stripping Shovel Operator Wheel Operator
5-C	MASTER ELECTRICIAN	*Electrician *Master Electrician	* Note: The electrician assigned to install electrical components and trouble-shoot electrical failures on electric shovels and draglines.	
4-A	ELECTRICIAN	Electrician Electrician, 1 st Class	Electrician, Lineman Shovel Inspector	Tipple Electrician
4-B	MACHINIST	Machinist	Machinist, 1 st Class	
4-C	MECHANIC	Mechanic Mechanic, Garage Mechanic, 1 st Class	Prep. Plant Mechanic Shop mechanic	Truck Mechanic Truck & Tractor Mechanic
4-D	WELDER, 1 ST CLASS	*Welder, 1 st Class *Welder Leader	* Note: Performing any welding work required, including vertical, overhead, and flat welding in accordance with approved standards.	
4-E	SHOVEL & DRAGLINE OILER	Coal Loading Shovel Oiler Coal Stripping Shovel Oiler Dragline Oiler	Shovel Oiler Shovel Oiler, Coal Loading Shovel Oiler, Overburden	Tipple Oiler Wheel Oiler
4-F	GROUNDMAN	Coal Loading Groundman Groundmen Around Shovel & Dragline	Groundmen, Loading Shovel Groundmen on Wheel Loader Groundmen	
3-A	MOBILE EQUIPMENT OPERATOR	Auto Patrol Boat Operator Boat Pilot *Bulldozer Operator *Carryall Operator *Dozer Operator *End Loader *Front End Loader Grademan Grader Operator	Locomotive Operator Low Boy Operator Maintainer Operator Mobile Crane Operator Motor Grader Operator *Payloader Operator Pilot Reclamation Tractor Operator Road Maintenance	Semi-Tractor Driver *Tractor Driver, under D-6 *Tractor Operator *Tractor Operator, D- 8 Traxcavator Operator Truck Driver, Coal Truck Driver, Gob or Refuse

		Haulage Trailer Operator Heavy Equipment Operator High Lift Operator Hydraulic Equipment Operator *Le Tourneau Operator (Pan) Locomotive Engineer Locomotive Fireman	Road Patrol Operator Rubber Tired Tractor Operator	Truck Driver, Haulage Truck Operator, When Hauling Coal Tugboat Pilot
			*Note: When these machines are engaged in the removal of overburden as an integral part of the overburden removal process, the operator will be paid at Job Rate 5.	
3-B	REPAPIRMAN	Blacksmith Car Repairman Carpenter Electric Repairman, 2 nd Class	Electrician, 2 nd Class Machine Repairman Mechanic, 2 nd Class Plumber	Prep. Plant Maintenance Man Repairman Shovel Repairman Tipple Repairman
3-C	STATIONARY EQUIPMENT OPERATOR	Auger Crew Auger Operator Barge Loader Operator & Barge Loader Boom Operator Derrick Operator Dock Dumpers	Dock Operator Dryer Operator Plant Operator Portable Crusher Operator Retarder Man Retarder Operator River Dock Operator	Rock Crusher Operator Switchboard Man Tipple Fireman Tipple Operator Tipple Washer Operator Tower Operator at River
3-D	WELDER	Tipple Welder	Welder	Welder Outside
3-E	DRILLER & SHOOTER	Bank Driller Coal Driller Coal Shooter Drill Operator	Driller Driller & Shooter Driller & Shot Firer Driller on Overburden	Shooter on Overburden Shot Firer on Coal Tampman
3-F	MAINTENANCE TRAINEE (Max. 12 Mos.)	Maintenance Trainee (Max. 12 Mos.)		
3-G	ELECTRICIAN TRAINEE (Max. 12 Mos.)	Electrician Trainee (Max. 12 Mos.)		
2-A	TIPPLE ATTENDANT	Tippleman	Switchman	
2-B	ELECTRICIAN HELPER	Electrician Apprentice	Electrician Helper	
2-C	MECHANIC HELPER	Mechanic Apprentice Mechanic Helper	Mechanic Helper, Mach. Shop	Truck Mechanic Helper
2-D	MACHINIST HELPER	Machinist Helper	Machinist Apprentice	Machinist, 2 nd Class
2-E	REPAIRMAN HELPER	Greaser Serviceman	Truck Oiler	Welder Helper
2-F	DECK HAND, BOAT	Deck Hand, Boat		

2-G	DOCK HAND	Dock Hand		
2-H	MAINTENANCE TRAINEE (Max. 6 Mos.)	Maintenance Trainee (Max. 6 Mos.)		
2-I	ELECTRICIAN TRAINEE (Max. 6 Mos.)	Electrician Trainee (Max. 6 Mos.)		
1-A	CAR DROPPER	Car Dropper Car Handler	Car Rider Car Runner or Spotter	Railroad Car Dropper Trip Rider
1-B	CAR DUMPER*	Dumper	*Note: A Car Dumper Operator shall be paid at the Job Class 3 Rate of pay when equipment is being operator to dump the car.	
1-C	CAR TRIMMER	Car Trimmer		
1-D	SAMPLER	Coal Sampler		
1-E	TRUCK DRIVER, SERVICE	Supply Truck Driver Teamster Truck Driver	Truck Driver, Outside Pit Truck Driver, Supply Truck Driver, Utility	Truck Driver without Trailer Water Hauler Water Truck Driver
1-F	UTILITY MAN	Driller's Helper Driller's Helper on Overburden Loader Pumper Maintenance, Misc. Painter Preparation Man	Preparation Plant Pumper Pumper Supplyman Track Repairman Trackman Utility Man	Water boy Water Carrier Waterman Water Treater
1-G	LABORER – UNSKILLED	Auger Helper Bin Oiler Car Cleaner Flagger Greaser Helper Janitor Laborer Laborer & Helper Loader Labor Man Working Around Tipple	Night Hostler Nitrate Bagger Outside Tipple Labor Pin Puller Pit Hand Shoveler Pit Man Screen Man Shooter Helper Shooter's Helper on Overburden Shop Laborer	Shop man Shot Firer Helper Slate Picker Tipple, All Other Tipple Cleaner Tipple Laborer Track Labor Washer Yardman

**APPENDIX B – PART III
PREPARATION PLANS AND OTHER SURFACE FACILITIES FOR DEEP OR SURFACE
MINES**

CLASSIFICATION		JOB TITLE WITHIN JOB CLASSIFICATION		
4-A	ELECTRICIAN	Armature Winder Coil Winder Electrician Electrician, A.C. Electrician Chief or Head Electrician Crew Leader Electrician, Experienced Electrician, Gang Leader Electrician, 1 st Class Electrician Leader	Electrician & Mechanic Combined Electrician Lineman Electric Motor Repairer Electrician Panel Man Electric Repairman Electric Repairman, 1 st Class Electric Repair Crew Leader Electrician, Shop Head Motor Inspector	Lineman Lineman, 1 st Class Lineman Leader Master Electrician Motor Inspector Plant Electric Repairman, 1 st class Repairman, A.C. Repairman, Radio & Telephone Shop Electrician Washer Electrician
4-B	MACHINIST	Latheman Lathe Operator Machinist	Machinist, 1 st Class Machinist Group Leader Machinist Leader	Machinist Millwright Machine Repairman Maintenance Leader
4-C	MECHANIC	Aerial Tram Mechanic Auto Mechanic Blacksmith, 1 st Class Blacksmith, Head Diesel Mechanic Euclid Mechanic Garage Mechanic Head Truck Mechanic	Heavy Equipment Repairman Maintenance Leader Mechanic Mechanic, 1 st Class Mechanic Leader Plant Mechanic Repairman, Chief Repair, 1 st Class	Repairman Mechanic Repairman Special Shop Mechanic Tipple Mechanic Top Mechanic Truck Mechanic Truck Repairman, 1 st Class Washer Mechanic
4-D	WELDER, 1ST CLASS	*Top Welder *Welder, 1 st Class *Welder, Master	Note: Performing any welding work required, including vertical, overhead, and flat welding in accordance with approved standards.	
4-E	PREPARATION PLANT CENTRAL CONTROL OPERATOR	*Cleaning Plant Central Operator *Preparation Plant Operator *Wash Operator, Chief	Note: The operator of a coal preparation plant where the controls for the plant are centrally located and the responsibility for these controls is assigned to this operator.	
3-A	MOBILE EQUIPMENT OPERATOR	Athey Wagon Boat Pilot Boat Operator Bulldozer Operator Bulldozer & Truck Operator Cat Operator Carryall Operator Crane Operator Diesel Engineer Diesel Operator Diesel Truck Operator	Grader Operator Heavy Equipment Operator High Lift Operator Hydrocrane Operator Hydraulic Equipment Operator Locomotive Operator Low boy Operator Michigan Load Operator Mobile Crane Operator Mobile Equipment Operator	Refuse on Gob Hauler Scoopmobile Operator Scraper Shuttle Car Operator Ldg. Coal RR Skid Load Operator Tractor Operator Tractor Trailer Operator Tractor Truck Operator

		Diesel Locomotive Operator Dinkey Engineer Dozer Operator, Stockpile Lab. End Loader Operator Euclid Driver Euclid Operator, Refuse Disposal Front End Loader	Motor Grader Operator Motor Grader Operator, 1st Class Motorman, outside Motorman, Supplyman Payloader Operator Payloader, Tractor & Shovel Operator Pilot	Tram Operator Truck, Crane & Front End Loader Operator Truck Driver, coal Truck Driver, Gob or Refuse Truck Driver, Haulage Truck Driver, Heavy Duty Truck Driver, Heavy Duty, Gob
3-B	REPAIRMAN	Airdox Mechanic Automotive Repairman Battery Repairman Belt Mechanic Belt Vulcanizer Blacksmith Blacksmith, Central Shop Carpenter Carpenter, 1st Class Carpenter, Gang Leader Carpenter, Head Car Repairman Car Repairman, Head	General Repairman Hydraulics Man Hydraulics Repairman Lamphouse Repairman Lear Car Repairman Locomotive Repairman Maintenance Man Mason Millwright Mine Car Repairman Motor Repairman Motor & Machine Repair Outside Repairman	Plumber Repairman Riverman Mechanic Shop Man Steel Worker, Head Steel Worker Rigger Table Repairman Tipple Repairman Top Maintenance Washer Repairman Yard Mechanic
3-C	STATIONARY EQUIPMENT OPERATOR	Aerial Tramway Operator Barge Loader Operator – Barge Loader Barge Mover Blending Bin Operator Blending Plant Operator Breaker Operator Coarse Coal Operator Cleaning Plant Operator Coal Hoisting Engineer Combination Lampman & Hoist Engineer Cone Operator Control Man Control Operator Crusher House Operator Crusher Operator Cyclone Operator Daniels Washer Operator Deister Table Operator De Waterer Dock Operator Dorr Thickener Operator Drum Runner	Filter Operator Froth Cell Operator Furnace Operator Gravity Hoist Operator Had House Operator Heat Dryer Operator Heavy Media Operator Hoistman Hoist Engineer Hoist Operator Hoist Engineer, Supplies Jig Operator Loading Point Operator Main Panel Board Operator Manway Hoist Engineer, Elec. Material Hoistman Media Operator Middling Circuit Operator Pellet Plant Operator Plant Controlman Plant Operator Preparation Plant Panel Operator	River Tipple Operator Screen House Operator Screening Plant Operator Secondary Heavy Media Operator Shakeout Operator Skip Hoist Engineer Slate Hoist Operator Slope & Hoist Engineer Stacker Operator Sub-Station Oper. & Fan Tender Sump Operator Supply Hoist Supplyman-Hoist Engineer Table Operator Table Plant Operator Thickener Operator Tipple Dryerman & Washer Tipple Operator

		Dry Cleaner Operator Dry Plan Operator Dryer Operator Dryer Floor Operator Dryer Unit Operator Flash Dryer Operator Floatation Plant Operator Fine Coal Operator	Processing Plant Operator Pumper & Deister Table Operator Raw Coal Operator Refuse Belt Operator Refuse Crusher Operator River Loading Equipment Operator	Tipple Operator with Central Control Tipple Starter Tower Operator Vessel Operator Washer Operator Washer Operator, Inside Wet Plant Attendant Wet Plant Operator Whirley Operator
3-D	WELDER	Shop Welder	Welder	Welder & Repairman
3-E	RAILROAD CAR LOADER OPERATOR	Car Loader Operator	Railroad Car Loader Operator	
3-F	MAINTENANCE TRAINEE (Max. 12 mos.)	Maintenance Trainee (Max. 12 mos.)		
3-G	ELECTRICIAN TRAINEE (Max. 12 mos.)	Electrician Trainee (Max. 12 mos.)		
2-A	TIPPLE ATTENDANT	Binman, Outside Blending Bin Operator Helper Boom Man Cleaning Plant Attendant Cleaning Plant Operator Helper Dryer Attendant Filter Operator Helper Fine Coal Operator Helper Heavy Media Operator Helper	Mixer Helper Plant Operator Helper Processing Plant Operator Assistant Pump Attendant Pumper Pumper, Floatation Plant Secondary Heavy Media Operator Helper	Sludge Tank Tender Table Operator Helper Tipple Operator Assistant Wash Box Attendant Washer Helper Washer, Inside Wet Plant Operator Helper
2-B	DOCK MAN	Barge Man Deck Hand, Boat	Dock Hand Head Riverman	Riverman Riverman Helper
2-C	ELECTRICIAN HELPER	Cable Splicer Cable Vulcanizer Electrician Helper Electrician Helper, Outside Electrician, 2 nd Class	Electrician, Limited Experience Lineman Helper Lineman, 2 nd Class Motor Inspector Helper	Power Man Shop Electrician, 2 nd Class Shop Electrician Helper
2-D	MACHINIST HELPER	Machinist Helper	Machinist, 2 nd Class	
2-E	MECHANIC HELPER	Building Maintenance Machine Repairman Helper	Mechanic Helper Mechanic, 2 nd Class	Motor Inspector Helper Tipple Mechanic Helper
2-F	REPAIRMAN HELPER	Blacksmith, 2 nd Class Blacksmith Helper Car Repairman Helper Greaser Oiler Plant	Repairman, Basic Repairman, Helper Steel Worker Helper Sump Repairman Tipple Greaser	Tire Repairman Truck Repairman, 2 nd Class Washer Repairman Helper

		Oiler Repairman, 2nd Class	Tipple Oiler Tipple Repairman	Welder Helper Welder, 2nd Class
2-G	MAINTENANCE TRAINEE (Max. 6 mos.)	Maintenance Trainee (Max. 6 mos.)		
2-H	ELECTRICIAN TRAINEE (Max. 6 mos.)	Electrician Trainee (Max. 6 mos.)		
1-A	CAR DROPPER	Brakeman Car Dropper Car Handler Car Pincher Diesel Brakeman	Head Car Dropper Load Dropper Load-Out Attendant Load Out Rider Nipper	Rail Loadouts Railroad Car Dropper Railroad Car Handler
1-B	CAR DUMPER*	Car Coupler Car Dumper Car Dumper –Screen Operator Car Unloader Dumper Dumper Operator Mine Car Dumper & Coupler Railroad Car Unloader Rail Loadouts Railroad Car Dropper Railroad Car Handler	*Note: A Car Dumper Operator shall be paid at the Job Class 3 Rate of pay when equipment is being operated to dump the car.	
1-C	CAR TRIMMER	Barge Trimmer	Car Trimmer	Trimmer
1-D	SAMPLER	Coal Sampler Sample Grinder	Sampler Sampler, Head	
1-E	BIT SHARPENER	Bit Grinder	Bit Sharpener	Bit Sharpener Machine Operator
1-F	TRUCK DRIVER, SERVICE	Dump Truck Operator Larryman Larry Operator	Rheo Operator, Truck Supply Truck Driver Truck Driver	Truck Driver, Supply Truck Driver, Over 7 Tons Truck Driver, Over 8 Tons
1-G	EQUIPMENT OPERATOR, SERVICE	Car Pusher, Mine Cars at Tipple	Motor Grader Operator, 2nd Class	
1-H	PREPARATION PLANT, UTILITY MAN	Beltman Belt Operator, Refuse Belt Patrolman Binman, Retail Blocker Boom Operator Car Tagger Carpenter Helper Chemist Helper Coal Cleaner Coal Distributor Coal Distributor & Crushman	Conveyor Unloader Drag Conveyorman Dry Plant Operator Helper Floorman Floorman, Central Cleaning Plant General Relief, Tipple Heavy Media Attendant Heavy Media Circuit Jig Operator Helper Loading Platform Operator Picking Table Operator	Scalp Screenman Screenman Shifter Shipper Shipper Boom Operator Sample Preparer Helper Slate Hoistman Slate Loader Surge Bin Operator Tipple, All Other

		Coal Treatment Man Cone Operator Helper Cone Operator, 1st Helper Cone Operator, 2nd Helper Conveyor & Boom Operator Conveyorman	Plant Cleaner Preparation Man Railroad Maintenance Trackman Raw Coal Operator Helper Reliefman Scaleman, Retail	Tipple, Boom Operator Tippleman Tippleman, Crusher & Shakerman Tipple Utilityman Truck Bins Utility Man Washer
1-I	SURFACE UTILITY MAN	Airdox Man Bathroom Attendant Block Layer Filter Plant Man and Sampler Fireman Groundman, 1st Class Groundman, Tipple Lamp & Filterman Lamphouse Man Lamphouse & Bathroom Attendant	Lamphouse Day Man Lamphouse Night Man Lampman Lampman Dispatcher Lampman-Plumber Lampman Watchman Locomotive Switchman Outside Labor Leader Portal Attendant Pumpman Storage Battery Charger	Supply Loader Supplyman Supplyman Top Surface Supplyman Surface Utility Man Surface Yard & Supplyman Track Layer Trackman Water Treater
1-J	LABORER – UNSKILLED	Cager Car Cleaner Cleanup Man Floorman, Central Supply General Labor General Outside Labor Janitor Laborer Mine Car Greaser	Other Able Bodied Labor Railroad Maintenance, Trackman Helper Sand Dryer Shop Helper Slate Picker Statewide Basic Stockpile Labor Supply Yard Labor	Supply Yard Leader Tipple Cleaner Tipple Laborer Top Hand Top Laborer Topman Vibrator Cleaner Wood Picker Yardman

APPENDIX C —ALTERNATIVE SCHEDULES

Part 1. **Alternative Schedules.** The Parties recognize that greater flexibility at some operations may be needed to promote greater efficiency in production, and to increase Employee choice in work schedules. Accordingly, and notwithstanding the Traditional Work Schedule set forth in Article IV of this Agreement, the Parties have agreed to the establishment of alternative scheduling at the operations covered by this Agreement, including underground mines, surface mines, and all related facilities, in order to provide continuous operations seven (7) days a week. The Employer may establish seven day continuous operations consistent with the schedules set forth in this Appendix, provided the overall employment level at the operation is increased and mandatory overtime is eliminated. The provisions in this Appendix regarding the elimination of mandatory overtime and increased employment levels are applicable only at the operations where alternative schedules are established. The obligation to increase employment levels shall be subject to an exception for conditions beyond the control of the Employer, e.g., loss or cutback of coal orders, exhaustion of coal reserves, change in geology, and other similar conditions. The determination of whether employment levels have been increased shall be based on the employment level at the time any alternative schedule is established; provided, however, the Employer shall not layoff prior to implementation for the purpose of evading its obligation to increase employment thereafter. Further provided, any layoff more than 6 months before the date of implementation shall not be considered to be for the purpose of evading the obligations to increase employment after implementation. In the event of any conflict between the provisions in this Appendix and other provisions in this Agreement, the provisions in this Appendix shall control with respect to alternative schedules. Where an Employer establishes alternative schedules, the following shall apply:

(a) **Weekend/Holiday Schedules.** The Employer may establish weekend/holiday schedules for any inside and/or any outside (including outside continuous) Employees for work on Friday or Monday, and Saturday and Sunday, and all holidays except as provided in subpart (c) below, so long as such positions are filled by Employees who bid for the job either from the active workforce or from the panel. Selection and bidding procedures shall be governed by Article XVII except the provisions of Article XVII, Section (e) concerning acceptance or rejection of available jobs shall not apply to Employees who bid the weekend/holiday crew from the panel. On a one-time basis, to initially implement the weekend/holiday crew at any operation, an Employee who bids to a weekend/holiday job that carries the same or lower straight time rate will not have such awarded bid count as one of the two occasions under Article XVII, Section (i)(8). Where the weekend/holiday schedule is established, the workday for inside Employees is twelve (12) hours (on Saturday, Sunday and Holidays) and ten (10) hours (on Friday or Monday) from portal to portal, which means collar-to-collar or bank-to-bank, including a staggered thirty (30) minutes for lunch, and without any intermission or suspension of operation throughout the day. The workday for outside Employees on the weekend/holiday schedule is twelve (12) hours (on Saturday, Sunday and Holidays) and ten (10) hours (on Monday or Friday), including a staggered thirty (30) minutes for lunch, and without any intermission or suspension of operation throughout the day. Employees assigned to the weekend/holiday crew will be regularly scheduled for twelve (12) hours per shift on Saturday, Sunday, and holidays, and will be compensated at a premium rate for Saturday, Sunday and holiday work. The premium rate for Saturday, Sunday, and holiday work shall be twenty (20) hours of pay at the straight time rate for twelve (12) hours of work or the applicable pro rata number of hours based on the hours actually worked. On Friday or Monday, Employees will be regularly scheduled for ten (10) hours per shift and will be compensated at the straight time rate for ten (10) hours of work. Where a weekend/holiday schedule is established, the Employer shall have the right to operate multiple shifts with different crews. The weekend/holiday schedule may be maintained only so long as inside Employees on the traditional schedule under Article IV, or on the modified weekday schedule under subpart (e) below, are scheduled for forty

(40) hours per week, and outside Employees are scheduled for at least **forty (40)** hours per week, whichever is applicable, unless the schedule is reduced due to idle days.

(b) **Overtime For Weekend/Holiday Crew.** Overtime work shall be defined as any work performed outside of the Employee's regular schedule (i.e, work in excess of twelve (12) hours on Saturday, Sunday and holidays and in excess of ten (10) hours on Friday or Monday). All overtime work for the weekend/holiday crew is voluntary. For work on Saturday, Sunday, and holidays, overtime in excess of the regular scheduled shift of twelve (12) hours shall be compensated at double the straight time rate, with no pyramiding of overtime. For work on Friday or Monday, overtime in excess of the regular scheduled shift of ten (10) hours shall be compensated at one and one-half times the straight time rate, with no pyramiding of overtime. Notwithstanding the above, if an Employee on the weekend/holiday crew voluntarily works on a weekday outside of his regular schedule, he shall be paid the straight time rate.

(c) **Holidays For Weekend/Holiday Crew.** An Employee on the weekend/holiday crew must work all scheduled holidays set forth in Article XII, except Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve, and Christmas Day. Except for these four (4) holidays, an Employee on the weekend/holiday crew shall not schedule off for any other holiday referenced in Article XII by taking any contractual day set forth in subpart (d) below, except he may use up to forty hours of paid time off to schedule days off on two holidays without regard to the 15% rule set forth in Part 6 below. For Employees working on the weekend/holiday crew, the provisions of Article XII, Sections (a) Holidays Observed, (b) Sunday Holidays, (c) Monday Holidays, (d) Pay for Holidays Worked, (e) Pay for Holidays Not Worked, **and** (f) Holidays During Vacation Period, shall not apply.

(d) **Paid Time Off For Weekend/Holiday Crew.** Except as otherwise provided in this Appendix, Employees assigned to the weekend/holiday crew will receive as paid time off the hourly equivalent (based on eight (8) hours per day) of the number of days they otherwise would have received if they were on a traditional schedule. Employees assigned to the weekend/holiday crew will be eligible to receive up to a maximum of **344** hours of paid time off each calendar year at the Employee's straight time rate, of which **344** hours shall be treated as discretionary time provided all of the conditions and rules of this subpart are met. The **344** hours shall be the maximum annual total paid time off for regular vacation, graduated vacation, personal or sick leave, and holidays. All rules governing the eligibility and qualifications for, and the accrual, scheduling and taking of such days set forth in this Agreement shall apply to Employees on the weekend/holiday crew, except where such rules conflict with the provisions in this Appendix, in which case the provisions of this Appendix shall control. Employees who are not eligible for the maximum number of paid days off in this Agreement shall receive the number of days to which they are eligible, converted to hours based on an 8-hour day. For example, if an Employee is eligible for five (5) days of graduated vacation under Article XIV(a), he shall receive a maximum of forty (40) hours of graduated vacation under this Appendix. **Any earned but unused Graduated Vacation will be paid at the end of the calendar year.** The **344** hour maximum (or an individual Employee's lower maximum, where applicable) shall operate as a cap and shall not be exceeded for any reason, unless the Employee has carried over up to 40 hours of personal or sick leave for use under the Family and Medical Leave Act of 1993, consistent with the requirements of Article IX, Section (e). Except where such time is carried over, once the **344** hour maximum (or the lower individual maximum) is reached, no additional paid time off will be provided. For Employees on the weekend/holiday crew, paid time off will be allocated as follows: (i) For every Saturday, Sunday, or holiday taken as a paid day off (i.e., Thanksgiving, the day after Thanksgiving, Christmas Eve and Christmas Day), the Employee will be paid for 20 hours at the straight time rate; (ii) for every scheduled Friday or Monday taken as a paid day off, the Employee shall be paid for the total number of hours in his regular scheduled shift of ten (10) hours for that day at the straight time rate, until the maximum number of hours of paid time off for the Employee is reached. All time off shall be subject to the 15% rule as set forth in Part 6 below with the exception of personal or sick leave. From the Effective Date through **December 31, 2030**, an employee shall have eight (8) personal or sick leave days, less any such days actually taken in

the calendar year **2025** prior to the ratification of the Agreement. For the year **2026** and in each subsequent year of this Agreement, an Employee shall have **eight (8)** personal or sick leave days per calendar year. In each year, however, a maximum of two (2) personal or sick leave days may be taken on a scheduled holiday. Paid time off for Employees on the weekend/holiday crew shall be paid at the Employee's straight time rate, including regular scheduled overtime where applicable, but not including premiums for Saturday, Sunday or holidays.

(e) **Modified Weekday Schedules.** The Employer may establish, in conjunction with the weekend/holiday schedule, a modified weekday schedule that provides for shifts of ten (10) hours per day, either Monday through Thursday, or Tuesday through Friday, at the straight time rate, provided there are minimal or no disruptions caused by any realignment that results from the implementation of such a schedule. In the event an Employee is not assigned to work within his classification after the implementation of this schedule, any job openings in that job title which may occur shall be filled by the most senior Employee previously so classified. The modified weekday schedule may be established for any inside and/or any outside (including outside continuous) Employees. Where the modified weekday schedule is established, mandatory overtime will be eliminated. Where the modified weekday schedule is established, the workday for inside Employees is ten (10) hours from portal to portal, which means collar-to-collar or bank-to-bank, including a staggered thirty (30) minutes for lunch, and without any intermission or suspension of operation throughout the day. The workday for outside Employees on the modified weekday schedule is ten (10) hours, including a staggered thirty (30) minutes for lunch, and without any intermission or suspension of operation throughout the day. The modified weekday schedule of ten (10) hours per day for both inside and outside Employees shall be paid for at the straight time rate. Where the modified weekday schedule is established, the Employer shall have the right to operate multiple shifts with different crews.

(f) **Overtime For Modified Weekday Crew.** Overtime for any Employee assigned to the modified weekday crew shall be paid for actual hours worked in excess of the regular scheduled shift of ten (10) hours and for actual hours worked in excess of forty (40) hours per week, and shall be paid at one and one-half times the applicable straight time rate with no pyramiding of overtime. Notwithstanding the above, an Employee assigned to the modified weekday crew who works on a Saturday or Sunday shall be paid the premium rate of twenty (20) hours of pay at the straight time rate for twelve (12) hours of work, or the applicable pro rata number of hours based on the hours actually worked for all work on Saturday or Sunday. If an Employee assigned to the modified weekday crew works a holiday, the provisions of Article XII, Section (d) shall apply (i.e., he shall be paid triple time). If an Employee works on a day in which a premium applies, only the actual hours worked on that day are counted as "hours worked" for purposes of overtime. For example, if an Employee on the modified weekday crew works twelve (12) hours on a Saturday and gets paid for twenty (20) hours, only twelve (12) hours are counted as "hours worked" for purposes of overtime. If an Employee on the modified weekday crew is off for any regular scheduled work day due to a contractually provided for regular vacation, graduated vacation, personal or sick leave, bereavement, jury duty, military duty, or holiday, that time shall be counted as "hours worked" for purposes of overtime calculation only.

(g) **Paid Time Off For Modified Weekday Crew.** Except as otherwise provided in this Appendix, Employees assigned to the modified weekday crew will receive as paid time off the hourly equivalent (based on eight (8) hours per day) of the number of days they would have received if they were on a traditional schedule. Employees assigned to the modified weekday crew will be eligible to receive up to a maximum of **344** hours of paid time off each calendar year at the Employee's straight time rate of which **344** hours shall be considered discretionary time off provided all of the conditions and rules of this subpart are met. The **344** hours shall be the maximum annual total paid time off for regular vacation, graduated vacation, personal or sick leave, and holidays. All rules governing the eligibility and qualifications for, and the accrual, scheduling and taking of such days set forth in this Agreement shall apply to Employees

on the modified weekday crew, except where such rules conflict with the provisions in this Appendix, in which case the provisions in this Appendix shall control. For Employees working on the modified weekday crew, the provisions of Article XII, Sections (b) Sunday Holidays, and (c) Monday Holidays, shall not apply. Employees who are not eligible for the maximum number of paid days off in this Agreement shall receive the number of days to which they are eligible, converted to hours based on an 8-hour day. For example, if an Employee is eligible for five (5) days of graduated vacation under Article XIV(a), he shall receive a maximum of forty (40) hours of graduated vacation under this Appendix. The **344** hour maximum (or an individual Employee's lower maximum where applicable) shall operate as a cap and shall not be exceeded for any reason, unless the Employee has carried over up to 40 hours of personal or sick leave for use under the Family and Medical Leave Act of 1993, consistent with the requirements of Article IX, Section (e). Except where such time is carried over, once the **344** hour maximum (or the lower individual maximum) is reached, no additional paid time off will be provided. For Employees on the modified weekday crew, paid time off will be allocated as follows: For every paid day off as provided above, the Employee shall be paid for the total number of hours in his regular scheduled shift of ten (10) hours for that day at the straight time rate, until the maximum number of hours of paid time off for the Employee is reached. All time off shall be subject to the 15% rule as set forth in Part 6 below with the exception of personal or sick leave. From the Effective Date through **December 31, 2030**, an employee shall have eight (8) personal or sick leave days, less any such days actually taken in the calendar year **2025**. For the year **2026** and in each subsequent year of this Agreement, an Employee shall have **eight (8)** personal or sick leave days per calendar year. Paid time off for Employees on the modified weekday schedule shall be paid at the Employee's straight time rate, including regular scheduled overtime where applicable, but not including premiums for Saturday, Sunday or holidays.

(h) **Bereavement.** Notwithstanding the above, Employees working on any alternative schedule set forth in this Part 1 shall receive up to 24 hours (up to three (3) days off at eight (8) hours each day) of bereavement pay at the Employee's straight time rate in the event of a death in the Employee's immediate family, provided that the conditions set forth in Article IX(a) are satisfied.

(i) **Taking Of Contractual Days.** Any contractual days provided for in this Appendix (including holidays, regular vacation, graduated vacation, personal or sick leave, bereavement, military, or jury duty) shall not be utilized for any period of less than one (1) full day on the Employee's regular scheduled shift. For any unused hours, the Employee will be paid in lieu at the end of the calendar year. No Employee on an alternative schedule shall be entitled to holiday pay if he has been absent on his last scheduled day prior to, or his first scheduled day following, the holiday because of an unauthorized work stoppage. In the event an Employee working on any alternative schedule established pursuant to this Appendix 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 (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.

Part 2. Other Alternative Schedules. The Employer or the local union shall have the right to propose other alternative schedules in addition to the schedules established under Part 1 above, including the establishment of premium pay, if any, for Saturday, Sunday and holiday work. Such schedules, if acceptable to the Employer and the local union, may be implemented provided that the local union membership ratifies the schedule, and further provided that the overall employment level at the operation is increased and mandatory overtime is eliminated. Any alternative schedule approved by and resulting from such majority vote shall be final and binding on the parties. Any such vote shall not be subject to the grievance procedure or economic self help.

Part 3. Notice Of Changes. Where the Employer establishes alternative schedules under either Parts 1 or 2 above, the Employer has the right to change the scheduled work day, workweek, or the starting time of any shift on thirty (30) days notice, except in the case of an emergency or circumstances beyond the control of the Employer, in which case reasonable notice shall apply. The Employer also has the right to implement the traditional schedule set forth in Article IV of this Agreement and/or any alternative schedule adopted pursuant to the provisions of this Appendix on thirty (30) days notice except in the case of an emergency or circumstances beyond the control of the Employer, in which case reasonable notice shall apply. The Employer shall have the right to establish a traditional schedule or any combination of alternative and traditional schedules. For example, the Employer may, in conjunction with an alternative schedule, utilize a maintenance and/or construction crew on a traditional schedule (Monday through Friday at eight (8) hours per day), or may schedule a swing shift at eight (8) hours per day as referenced in Article XXI(g). After establishing an alternative schedule pursuant to this Appendix, the Employer shall have the right to return to the traditional schedule under Article IV or change to any other alternative schedule provided for in this Appendix.

Part 4. Reduction Of The Workforce. If the workforce is reduced below the base level of employment as set forth in Part 1, the weekend/holiday schedule must be abolished and further scheduling at the mine or facility shall then be governed by the terms and conditions set forth in Article IV. (Traditional Work Schedule). In the event of a reduction in force and the cessation of the weekend/holiday schedule, any realignment shall be conducted in accordance with Article XVII and any other applicable provision of this Agreement.

Part 5. Straight Time Rate/Shifts. The straight time rate applicable to Parts 1 and 2 above is the rate set forth in Appendix A for the appropriate job classification. For purposes of overtime or premium pay under Parts 1 and 2 above, an Employee shall be considered to be working on the day of the week in which the majority of his work is performed on his regular scheduled shift. In addition, an Employee who begins a shift on one day may be required to work into the next day to complete his scheduled shift.

Part 6. Scheduling Vacations. Employees working on any alternative schedule under Parts 1 or 2 above shall have the option to schedule off for staggered regular vacation, or graduated vacation days, provided that 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 on (i) the weekend/holiday crew at an operation, or (ii) the modified weekday crew at an operation, elects to be off on the same day. The Employer may include in the 15 percent calculation the absenteeism attributable to individuals who have left work on workers' compensation and sickness and accident. Should there be a conflicting choice of vacation between two or more Employees, the choice will be determined on a seniority basis. The Employer retains the right to elect and implement the regular vacation shutdown and staggered regular vacations. Every Employee shall be given an opportunity to schedule his regular vacation in the calendar year whether or not the Employer schedules a regular shutdown. To the extent practicable, the vacation will be scheduled during the period of the Employee's preference consistent with the 15 percent rule as set forth above.

Part 7. Changing Crews At The Face. Notwithstanding any provision to the contrary in this Agreement regarding the elimination of mandatory overtime at those operations with alternative schedules, the Employer has the right under any schedule established under Parts 1 or 2 above to change crews at the face, including the right to require reasonable amounts of overtime necessary to allow for changing at the face. However, in no event will an Employee working on a Saturday, Sunday or holiday under the weekend/holiday schedule be required to work beyond his regular scheduled twelve (12) hour shift.

Part 8. Overtime Work. Where the Employer establishes alternative schedules under Parts 1 or 2 above, overtime work will be offered by the Employer on an as-needed basis. An overtime roster must be

kept up-to-date and posted in each operation for the purpose of distributing overtime on an equitable basis to the extent practicable.

Part 9. **Idle Day Work.** Idle day work, as required by the Employer, will be scheduled on an as-needed basis under any alternative schedule established under Parts 1 or 2 above. Idle day work must be shared on an equitable basis to the extent practicable.

Part 10. **Reporting Pay.** The provisions of Article IX, Section (c) Reporting Pay, shall apply to Employees working on alternative schedules, except as modified below. For Reporting Pay purposes, Employees on the modified weekday crew will be paid five (5) hours at the straight time rate, and Employees on the weekend/holiday crew will be paid five (5) hours at the straight time rate for work on Friday or Monday, and ten (10) hours at the straight time rate for work on Saturday, Sunday and holidays.

APPENDIX D—2007 NEW INEXPERIENCED MINERS’ OPTIONAL WORK SCHEDULE

Alternative Schedules. Notwithstanding the Traditional Work Schedule set forth in Article IV of this Agreement and the Alternative Schedule provisions set forth in Appendix C to this Agreement, for New Inexperienced Miners entering the bituminous coal mining industry for the first time on or after the Effective Date of the 2007 NBCWA, the parties have agreed to the establishment of a New Inexperienced Miners’ Work Schedule at the mines and facilities of the Employer covered by this Agreement. Provided there is no layoff or realignment at an Employer’s mine or other facilities covered by this Agreement on or after the Effective Date of the 2007 NBCWA, and that the Employer has fulfilled its obligations under Article XVII, the Employer may establish a New Inexperienced Miners’ Work Schedule consistent with the terms set forth in this Appendix. In the event of any conflict between the provisions in this Appendix and other provisions in this Agreement, the provisions in this Appendix shall control with respect to a New Inexperienced Miners’ Work Schedule, provided that disputes concerning this Appendix D shall be subject to resolution through the Article XXIII, Settlement of Disputes, procedures. Where an Employer establishes a New Inexperienced Miners’ Work Schedule, the following shall apply:

(a) **Schedule for Miners Entering the Industry after the Effective Date of the 2007 NBCWA.** For any New Inexperienced Miners entering the bituminous coal mining industry on or after the Effective Date of the 2007 NBCWA, the Employer may establish a 2007 New Inexperienced Miners’ Work Schedule, which schedule will differ from the Traditional Work Schedule set forth in Article IV of this Agreement, and the Alternative Schedule provisions set forth in Appendix C to this Agreement. For purposes of this Appendix D, a “new inexperienced miner” is defined as any Employee who both enters the bituminous coal mining industry for the first time on or after the effective date of the 2007 NBCWA and does not have a State Miner’s Certificate dated prior to the Effective Date of the 2007 NBCWA.

(b) **Schedule Prepared in Consultation with Local Union.** In preparing its 2007 New Inexperienced Miners’ Work Schedule, the Employer shall consult with the Local Union. A 2007 New Inexperienced Miners’ Work Schedule may be implemented upon the Employer giving sixty (60) days notice to the Local Union and affording the Local Union the opportunity to meet and confer over its terms; provided that if the Local Union agrees to an earlier effective date, the 2007 New Inexperienced Miners’ Work Schedule may be implemented in less than sixty (60) days after the Employer gives notice to the Local Union. An Employer may eliminate or discontinue an established New Inexperienced Miners’ Work Schedule upon giving two (2) weeks notice to the Local Union.

(c) **Premium Pay for Overtime, Weekend and Holiday Work.** Any 2007 New Inexperienced Miners’ Work Schedule must provide premium pay if premium pay otherwise is required under Article IV, Section (e). All work in excess of the Employee’s basic work day as defined in Article IV, Section (b) of this Agreement shall be paid for at time and one-half. Work performed on Saturday shall be paid for at time and one-half, except that double time or double rates shall be paid for work in excess of the Employee’s basic work day as defined in Article IV, Section (b). Work performed on Sunday shall be paid for at double time or double rates. Work performed on holidays shall be paid at triple time or triple rates. Work on any holidays shall only be worked at the Employee’s option.

(d) **Fewer Days of Work.** Any 2007 New Inexperienced Miners’ Work Schedule shall provide that miners working under it shall work fewer scheduled days than the work schedules otherwise in effect at covered mine or facility. An Employer shall implement no more than one New Inexperienced Miners’ Work Schedule at any mine or facility.

(e) **All Other Employees May Elect to Work under the 2007 New Inexperienced Miners’ Schedule.** If the Employer implements a 2007 New Inexperienced Miners’ Work Schedule, all other bargaining unit employees at the mine or facility of the Employer shall have the right to elect to work that schedule, consistent with the contractual bidding process set forth in Article XVII, Section (i) of this Agreement.

(f) **Schedule May Terminate Upon Layoff or Realignment.** If the Employer implements a 2007 New Inexperienced Miners' Work Schedule, the Local Union may terminate it in the event of a layoff or realignment at the Employer's mine or facility, upon the giving of two (2) weeks notice.

APPENDIX E

**MEMORANDUM OF UNDERSTANDING
(GRADUATED VACATION DAYS)**

In the event of a conflict between this Memorandum of Understanding and any prior MOU, this Memorandum of Understanding shall control.

The Parties agree that an employee who is eligible for a Graduated Vacation Day must obtain approval prior to the beginning of the shift that he/she wishes to take as a Graduated Vacation Day. These days must be applied for as written in the 2025 Coal Wage Agreement and according to then applicable mine policies.

Approval will be granted so long as it will not interfere with efficient operations as determined by Management and so long as not more than fifteen (15) percent of workforce at the mine elects to be off on the same day.

Employees will be allowed to take a Graduated Vacation Day on any scheduled Saturday work day, at straight time rate of pay, with the granted approval applied above.

For the avoidance of doubt the Parties also agree that the Employer shall no longer have Black-Out Days and time off shall be granted for all contractual days so long as not more than fifteen (15) percent of the workforce at the mine elects to be off on the same day.

SO ACKNOWLEDGED AND AGREED BY THE PARTIES:

**FOR THE UNION
United Mine Workers of America**

**FOR THE COMPANY:
Harrison County Coal Resources, Inc.
Marion County Coal Resources, Inc.
Marshall County Coal Resources, Inc.
Ohio County Coal Resources, Inc.
Ohio Valley Coal Resources, Inc.
Franklin County Land Resources, Inc.**

Authorized Representative

Authorized Representative

APPENDIX F

**MEMORANDUM OF UNDERSTANDING
ON RATES OF PAY FOR JOB TITLES REQUIRING CERTIFIED ELECTRICIANS,
ARTICLE IV, SECTION (f) — STANDARD DAILY WAGE RATE AND APPENDIX A**

Article IV, Section (f) — Supplement to Standard Daily Wage Rate and Appendix A

In the event of a conflict between this Memorandum of Understanding and any prior MOU, this Memorandum of Understanding shall control. The following mutually agreed provisions supplement Article IV, Section (f) and Appendix A.

- **Where a classified employee’s job title requires both of the following Certifications and the employee maintains both of the then current and valid Certifications, and provides Employer with the requested proof of such Certifications, such classified employee shall receive an hourly rate of one dollar and fifty cents (\$1.50) per hour above the standard hourly rate of their job grade.**

Certifications:

- **West Virginia Certified Electrician (Low-Medium-High) and**
 - **MSHA Qualified Electrical Underground 75.153**
- **There shall be no pyramiding of the one dollar and fifty cents (\$1.50).**

SO ACKNOWLEDGED AND AGREED BY THE PARTIES:

**FOR THE UNION
United Mine Workers of America**

**FOR THE COMPANY:
Harrison County Coal Resources, Inc.
Marion County Coal Resources, Inc.
Marshall County Coal Resources, Inc.
Ohio County Coal Resources, Inc.
Ohio Valley Coal Resources, Inc.
Franklin County Land Resources, Inc.**

Authorized Representative

Authorized Representative

APPENDIX G

**MEMORANDUM OF UNDERSTANDING
ON EMPLOYEES WHO PARTICIPATE IN THE MAINTENANCE TRAINEE
PROGRAM, ARTICLE XVII, SECTION (i) — JOB BIDDING**

Article XVII, Section (i) — Supplement to Job Bidding

In the event of a conflict between this Memorandum of Understanding and any prior MOU, this Memorandum of Understanding shall control. The following mutually agreed provisions supplement Article XVII, Section (i) and any other job bidding processes set forth in this Agreement:

- **Notwithstanding any other provision in the 2025 Coal Wage Agreement, all trainees who participate in the maintenance trainee program will remain in a classification which requires both of the following valid electrical certifications (“Certifications”) for a period of thirty-six (36) months and will not be allowed to bid to a job that does not require the Certifications until after the end of the thirty-six (36) month period.**

Certifications:

- **West Virginia Certified Electrician (Low-Medium-High) and**
- **MSHA Qualified Electrical Underground 75.153**

SO ACKNOWLEDGED AND AGREED BY THE PARTIES:

**FOR THE UNION
United Mine Workers of America**

**FOR THE COMPANY:
Harrison County Coal Resources, Inc.
Marion County Coal Resources, Inc.
Marshall County Coal Resources, Inc.
Ohio County Coal Resources, Inc.
Ohio Valley Coal Resources, Inc.
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Authorized Representative

Authorized Representative