

The Honorable Shelley C. Chapman

This is a copy of contract page  
that I retired under giving  
me lifetime health benefits.

In this case Peabody Coal while  
working for them I was injured

3 times left knee + lower back  
I have had left knee replaced

and 5 back surgeries am

totally disabled. If some bank-

ruptcy judge rules to ~~take~~

take this away I can't see my

Dr. buy my or my wife's med.

and stand to lose all I have

along with many more miners

that gave their all for Peabody

to make them what they are today

the largest + richest coal co. in

the world. I am pleading with

whom ever not to allow this to

happen. It would be devastating

for all involved. Yours.

May God Bless Roger N. Jenkins  
(over)

I worked 20-30 yrs. for Peabody  
+ Peabody coal only. And  
now am faced with this  
Peabody just not wanting to  
honor their word.

again May God Bless

Roger Jenkins

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

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

(5) The Trustees shall furnish the Employers and the Union with such other documentation and information as provided for in each of the Trusts described herein.

#### Section (g) Administration of Trusts

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

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

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

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

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

(a) to obtain all necessary determination letters or rulings from the Internal Revenue Service or other applicable federal agencies so as to ensure compliance with all applicable federal laws and regulations and ensure the continued qualification of the 1950 and 1974 Pension Plans and Trusts and the deductibility for income tax purposes of any and all contributions made by signatory Employers to such Trusts as paid or incurred;

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

(c) to obtain determination letters from the Internal Revenue Service that the two Pension Plans will each meet the requirements of Section 401 of the Internal Revenue Code and the Trusts thereunder will be exempt under Section 501(a) of such Code and that the 1993 Benefit Trust will be exempt under Section 501(c)(9) of such Code;

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

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

In addition to the foregoing, the 1993 Benefit Plan Trustees shall have the authority to make any amendments to the plan of benefits of the 1993 Benefit Plan and Trust that they deem necessary and appropriate.

#### Section (h) Guarantee of 1950 and 1974 Plans and Trusts

Notwithstanding any other provisions in this Agreement the Employers hereby agree to fully guarantee the pension benefits provided by the 1950 Pension Fund and the 1974 Pension Fund, during the term of this Agreement.

In order to fully fund these guaranteed benefits, the BCOA may increase, not decrease (except as provided in Section (d)(1)), the rate of contributions to be made to the 1950 Pension Fund and the 1974 Pension Fund during the term of this

Agreement. These contributions, which may be adjusted from time to time, shall be made by all Employers signatory hereto during the term of this Agreement.

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

## GENERAL DESCRIPTION OF THE HEALTH AND RETIREMENT BENEFITS

The following is a general description of certain information contained in the UMWA 1950 Pension Plan and Trust, the UMWA 1974 Pension Plan and Trust, and the individual Employer's benefit plan. This description is intended merely to highlight certain information; it is not a complete statement of all of the provisions of the Plans and Trusts, 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 Plans and Trusts, copies of which are on file and available for inspection at the offices of the UMWA Health & Retirement Funds, 4455 Connecticut Avenue, N.W., Washington, D.C. 20008. The specific provisions of the plans will govern in the event of any inconsistencies between the general description and the plans.

The benefits provided by the 1993 Benefit Trust shall initially be equivalent to those provided by the Employer Benefit Plans maintained pursuant to this Article. Such plan of benefits may be amended from time to time, as determined by the 1993 Benefit Plan Trustees. Benefits under the 1993 Benefit Trust shall only be those that can be provided from the assets of the Trust, but the total package of benefits under the Plan shall not exceed the value of the benefits provided under the individual Employer Plan pursuant to this Article.

The parties expressly agree that the language references to "for life" and "until death" that are retained in this General Description are intended to mean that each Employer will provide, for life, only the benefits of its own eligible retirees who retire during the term of this Agreement. A retiree shall be considered to be a retiree of an Employer if his last signatory classified employment was with such Employer. The benefits and benefit levels provided by an Employer under its Employer Plan are established for the term of this Agreement only, and may be jointly amended or modified in any manner at any time after the expiration or termination of this Agreement.

However, under no circumstances will an Employer be responsible to provide benefits or to contribute toward the provision of benefits, through the 1993 Benefit Trust or any other plan, trust or mechanism, to former employees and retirees (or their spouses, surviving spouses or dependents) of any other Employer beyond the term of this Agreement.

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

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

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

(a) For pensioners with at least 20 years of credited service who retired on other than a disability pension, the pension is \$390 per month. Any such pensioner whose pension is in pay status as of **October 31, 1999 shall be issued by November 1, 1999**, by separate check from the 1950 Pension Plan, a one-time single sum payment of \$525. Any such pensioner whose pension is in pay status as of **October 31, 2000 shall be issued by November 1, 2000**, by separate check from the 1950 Pension Plan, a one-time single sum payment of \$525. Any such pensioner whose pension is in pay status as of **October 31, 2001 shall be issued by November 1, 2001**, by separate check from the 1950 Pension Plan, a one-time single sum payment of \$525. Any such pensioner whose pension is in pay status as of **October 31, 2002 shall be issued by November 1, 2002**, by separate check from the 1950 Pension Plan, a one-time single sum payment of \$550.

(b) For pensioners who retired on a disability pension, the pension is \$232.50 per month. Any such disability pensioner whose pension is in pay status as of **October 31, 1999 shall be issued by November 1, 1999**, by separate check from the 1950 Pension Plan, a one-time single sum payment of \$315. Any such disability pensioner whose pension is in pay status as of **October 31, 2000 shall be issued by November 1, 2000**, by separate check from the 1950 Pension Plan, a one-time single sum payment of \$315. Any such disability pensioner whose pension is in pay status as of **October 31, 2001 shall be issued by November 1, 2001**, by separate check from the 1950 Pension Plan, a one-time single sum payment of \$315. Any such disability pensioner whose pension is in pay status as of **October 31, 2002 shall be issued by November 1, 2002**, by separate check from the 1950 Pension Plan, a one-time single sum payment of \$340. Such pensioner will be entitled to retain his Health Services card for life. Upon his death, his widow will retain a Health Services card until her death or remarriage.

# SUMMARY of PROPOSED CONTRACT CHANGES

The contract will be effective January 1, 1998 and expire December 31, 2002 *P. 1, 38*

## Pensions *P. 25*

### 20 and Out Upon Layoff

For miners who may be laid off in the future, you may choose to retire regardless of your age if you have 20 years of pension credit upon layoff. For example, a miner laid off with 20 years of pension credit at age 48 could choose to retire, rather than wait until age 55 (which is the earliest age for retirement in the existing agreement). The miner will receive the amount of benefits he would receive as if he had been 55 on the date of retirement. The laid off miner choosing to retire would receive up to 12 months of extended health care pursuant to Article XX, and lifetime health benefits would begin upon reaching age 55.

### Active Pension Accrual *P. 23*

Effective immediately, the pension schedule for active miners is increased by \$4 per month for all years of service, past and future. Effective January 2000, the pension schedule for active miners is increased an additional \$2 per month per year of service. For a miner planning to retire in 2000 with 30 years this will add \$240 per month to his pension check, compared to the agreement you ratified four years ago. This is an increase of 25% in pension income. Over a 20 year period this will add \$57,600 to a 30-year retiree's retirement income. For future surviving spouses of these miners, this will add an additional \$180 per month to their pensions.

### Retiree Benefits *P. 23*

For retired members, pensions for all classes of retirees are immediately increased by \$15 per month. In addition, in November of 1999, 2000 and 2001 retired miners will receive lump sum bonuses of \$525, surviving spouses will receive \$400 and disability pensioners will receive \$315. In November of 2002 retired miners will receive an additional lump sum bonus of \$550, surviving spouses will receive \$425 and disability pensioners will receive \$340.

### 500 Hour Rule for Certain Miners Affected by the 1993 Strike *P. 24*

The 1993 NBCWA reduced the amount of hours required for 1993 pension credit for those on strike. Some miners who were laid off as a result of the strike (but were not authorized for a selective strike) were denied access to the lower hours threshold. The proposed agreement directs the 1974 Pension Plan to treat these participants the same as those who were on strike.

## Wages *P. 11*

Wages are increased immediately by 40¢ per hour. Wages will increase an additional 30¢ per hour in January 1999 and then 30¢ per hour more in January 2000. This will increase the average straight time wage from \$17.51 per hour to \$18.51 per hour in the first 2 years of the agreement. In addition, there will be two additional lump sum wage payments of \$600, payable in December of 2000 and December of 2001.

Taken together, these wage improvements will put an additional \$9,600 (without considering any overtime effect) into your family's pocket over the term of the agreement.

## Other Benefits

### Life Insurance *P. 25*

The life insurance benefit for active miners is increased immediately to \$55,000 for death due to natural causes and \$110,000 for violent or accidental deaths. Effective January 2002, the life insurance benefit is increased to \$60,000 for natural causes and \$120,000 for death due to violent or accidental circumstances.

### Accidental Dismemberment Insurance

The accidental dismemberment benefit for active miners is increased immediately to \$30,000 for the loss of one member and \$60,000 for the loss of two or more members. Effective January 2002, the accidental dismemberment benefit is increased to \$35,000 for the loss of one member and \$70,000 for the loss of two or more members.