

Summary Plan Description

**Pension Plan
for
Employees of the International Union,
United Mine Workers of America
and its Districts**



SUMMARY PLAN DESCRIPTION

PENSION PLAN FOR EMPLOYEES OF THE INTERNATIONAL UNION, UNITED MINE WORKERS OF AMERICA AND ITS DISTRICTS

If you are an active employee on or after January 1, 2001, this pamphlet is provided to you and your family to explain the provisions of your Pension Plan, and replaces all previous Plan summaries. Please review this booklet carefully so that you may better understand the benefits provided under the Plan for the financial security of you and your family. While this booklet is intended to provide a simple explanation of the Plan, your actual benefits are calculated under the Plan Document itself. In case of a conflict between this booklet and the Plan Document, the Plan Document will control. You have the right to review a copy of the Plan Document at no charge, or may buy one to keep (see p. 21).

If you have any questions remaining after reviewing this booklet, please contact the Pension Plan Director at ~~(703) 208-7200~~.

763-291-2400

Cecil E. Roberts
President

Daniel J. Kane
Secretary Treasurer

~~December 2007~~

~~ASB~~ June 2014

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Eligibility to Participate in the Plan

You are a Participant in the Pension Plan beginning on the first day of your full time employment with the United Mine Workers of America including any of its Districts (1 through 31).

When You May Receive A Pension

Once you have five years of credited service with the Union (the International Union including its Districts, 1 through 31) you will have a vested right to receive a pension. If you worked for the Union at any time after January 1, 1976, you have the option of taking your full pension at Age 60 or, if you have five or more years of service, of taking a reduced pension as early as Age 55. These benefits are all explained below.

Types and Amounts of Pension

The pension amounts under the Plan are based on your average salary for the highest two of your last five years of employment. This average is called your "Annual Basic Salary." Annual Basic Salary includes your annual rate of salary and graduated vacation days, but excludes all other forms of compensation, including overtime and per diem.

All benefits under the Plan are initially calculated as a Single Life Annuity (i.e., as a benefit payable for your life only, see p. 9). If you are married, however, the Plan will automatically calculate your pension to include a survivor benefit for your spouse. This benefit, known as the Joint and Survivor Benefit, slightly reduces the amount of your pension for your life, and then

provides your surviving spouse with a lifelong benefit in the amount of 75% of your pension in the event of your death (see p. 9). The Plan will calculate your pension to provide you with a Joint and Survivor Benefit unless you provide the Plan with a written waiver of this Benefit containing the notarized signatures of both you and your spouse.

1. Age 60 Pension

If you were actively employed after January 1, 2001,* retire from the Union after you have reached age 60, and you have at least five years of service, your pension payable for your life alone will be calculated according to the following formula:

$$\begin{array}{ccccccc} & & \text{Participant's} & & & & \\ & & \text{Monetary Years of} & & & & \\ \text{Participant's} & & \text{Service as} & & & & \\ \text{Annual Basic} & \times & \text{Computed in} & \times & 2.3\% & = & \text{Annual} \\ \text{Salary} & & \text{Section 5.01 of the} & & & & \text{Benefit} \\ & & \text{Plan Document} & & & & \end{array}$$

$$\text{Annual Benefit} \div 12 \text{ months} = \text{Monthly Life Only Age 60 Benefit}$$

If you have at least five years of service after January 1, 1988, and were actively employed after January 1, 2001, your pension will be calculated in one of the following manners.

*Service under a portability agreement is not considered "active employment" for this purpose.

EXAMPLE 1: Mr. A retires at age 60 with 15 years of service and an Annual Basic Salary of \$14,000. His monthly pension, paid for his life alone, will be computed as follows:

$$\begin{array}{rclclcl}
 \$14,000 & & & & & & \$4,830 \\
 \text{(Annual} & \times & 15 \text{ Years} & \times & 2.3\% & = & \text{(Annual} \\
 \text{Basic Salary)} & & & & & & \text{Benefit)} \\
 \\
 & & & & & & \$402.50 \\
 \$4,830 & \div & 12 \text{ months} & = & & & \text{(Monthly Age} \\
 & & & & & & 60 \text{ Life Only} \\
 & & & & & & \text{Benefit)}
 \end{array}$$

2. Early Retirement Pension

If you have reached age 55 while working for the Union, and have at least 5 years of service, you do not have to wait until age 60 to retire. You may retire at any time after attaining the age of 55, although, if you retire before age 60, the amount of your monthly pension will be reduced to reflect the greater period of time over which you would expect to receive a pension.

The amount of your monthly early retirement pension will be the Age 60 pension you would have earned based upon your years of service and annual basic salary, reduced by .25% for each month you are below the age of 60 at the time you retire (3% for each full year).

EXAMPLE 2: Mr. B retires at age 55 with 15 years of service and an Annual Basic Salary of \$14,000. His pension, paid for his life alone, will be computed as follows:

Compute Age 60 Pension:

$$\begin{array}{rcccl} \$14,000 & & & & \$4,830 \\ \text{(Annual Basic Salary)} & \times & 15 \text{ Years} & \times & 2.3\% = & \text{(Annual Life Only Benefit)} \end{array}$$

$$\begin{array}{rcccl} \$4,830 & & & & \$402.50 \\ \text{(Annual Life Only Benefit)} & \div & 12 \text{ months} & = & \text{(Monthly Age 60 Life Only Benefit)} \end{array}$$

Compute Early Retirement Reduction:

$$60 \text{ Months} \times .25\% = 15\%$$

$$\begin{array}{rcccl} \$402.50 & & & & \$60.38 \\ \text{(Monthly Age 60 Life Only Benefit)} & \times & 15\% & = & \text{(Monthly Early Retirement Reduction)} \end{array}$$

\$402.50 (Monthly Age 60 Life Only Benefit)	—	\$60.38 (Monthly Early Retirement Reduction)	=	\$342.13 (Early Retirement Life Only Benefit)
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3. Disability Pension

Should you become totally and permanently disabled while working for the Union and you qualify for Social Security disability benefits, you may be eligible to receive a Disability Pension six months from the date you leave work. The amount of your Disability Pension would be the same as your Age 60 Pension, based upon your service at the time you stop working, without regard to your actual age.

EXAMPLE 3: Mr. C leaves his job with the Union because of total and permanent disability with 5 years of service at age 45. His Annual Basic Salary is \$14,000. His disability pension, paid for his life alone, will be computed as follows:

\$14,000 (Annual Basic Salary)	×	5 Years	×	2.3%	=	\$1,610 (Life (Only Annual) Benefit)
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\$1,610	÷	12 months	=	\$134.17 (Monthly Age 60 Life Only Benefit)
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This benefit is payable as long as you remain disabled.

4. Deferred Vested Pension

If you leave employment with the Union after earning at least five years of credited service, but are not eligible to begin receiving a benefit immediately (for instance, you are not yet age 55), you are entitled to a deferred vested pension, which you may begin collecting at age 60, or as early as the date you reach age 55 if you elect to receive a reduced Deferred Vested Pension.

If you wait until you turn 60 to begin receiving your deferred vested pension, the amount of your pension will be the same as the Age 60 Pension in effect upon the date you left work, based upon your Annual Basic Salary at that time.

If you choose to begin receiving your Deferred Vested Pension before age 60, the amount of your pension will be the same as if you had waited until age 60, reduced by 7/12% (approximately 0.5833%) for each month (7% for each full year) your benefit starts before your 60th birthday.

EXAMPLE 4: Ms. D leaves her job with the Union in 2007 at age 45, with 15 years of service. Her Annual Basic Salary was \$14,000 per year. She decides to begin receiving her pension when she turns age 55. Her pension, paid for her life alone, will be computed as follows:

$$\begin{array}{rcllcll} \$14,000 & & & & & \$4,830 & \\ \text{(Annual Basic Salary)} & \times & 15 \text{ Years} & \times & 2.3\% & = & \text{(Unreduced Life Only Annual Benefit)} \end{array}$$

$$\begin{array}{ccccc} \$4,830 & & & & \$402.50 \\ \text{(Unreduced Life} & \div & 12 \text{ months} & = & \text{(Unreduced Life} \\ \text{Only Annual} & & & & \text{Only Monthly} \\ \text{Benefit)} & & & & \text{Benefit)} \end{array}$$

The amount of the reduction for starting benefits at age 55, rather than age 60, is determined as follows:

$$60 \text{ months} \quad \times \quad 0.5833\% \quad = \quad 35\%$$

$$\begin{array}{ccccc} \$402.50 & & & & \$140.88 \\ \text{(Unreduced Life} & \times & 35\% & = & \text{(Reduction} \\ \text{Only Monthly} & & & & \text{in Monthly} \\ \text{Benefit)} & & & & \text{Benefit)} \end{array}$$

$$\begin{array}{ccccc} \$402.50 & & \$140.88 & & \$261.63 \\ \text{(Unreduced Life} & - & \text{(Reduction} & = & \text{(Reduced Life} \\ \text{Only Monthly} & & \text{in Monthly} & & \text{Only Monthly} \\ \text{Benefit)} & & \text{Benefit)} & & \text{Benefit)} \end{array}$$

EXAMPLE 5: Mr. E leaves Union employment the same day as Ms. D with the same salary, age and length of service. He decides to wait until age 60 before taking his pension. His monthly pension, paid for his life alone, will be \$402.50.

Computing Years of Service

You will receive one year of credited service (toward the five years of service required for pension entitlement) for each calendar year following January 1, 1976 in which you worked at least 1,000 hours or the equivalent, which is 125 working days or six months. Paid time off such as vacations, holidays and sick days are counted as employment time. You will also be given credit toward your years of service for pension entitlement for all time you spent as a full-time employee of the International Union including any of its Districts 1 through 31 prior to January 1, 1976.

For purposes of determining the amount of your pension, you will be given credit for one full year of monetary service for each calendar year after January 1, 1976 during which you worked full-time throughout the year (2,080 hours). Paid time off, such as paid vacations, holidays and sick days will be counted as employment time. If you work less than full time during a calendar year, you will be given a fractional year's credit as long as you worked at least 1,000 hours or its equivalent. You will also be credited with all time spent as a full-time employee of the International Union including its Districts 1 through 31 prior to January 1, 1976.

Additionally, full-time employees of the UMWA International Union including its Districts 1 through 31 who also have been employed by the AFL-CIO may be entitled to pension vesting credit (but not monetary service) for their periods of

service with the AFL-CIO.* For more information, contact the Plan Director.

Forms of Benefit Payment

1. Single Life (Life Only) Annuity

A Single Life Benefit is a pension paid for your life alone, with all benefits ceasing upon your death. All benefits under the Plan are initially calculated as Single Life Benefits. If you are not married when you retire, or if you and your spouse waive the Joint and Survivor Benefit, this is the form in which your pension will be paid.

2. Joint and Survivor Benefit

All benefits paid under the Plan will be paid in the form of a Joint and Survivor Benefit unless you demonstrate that you are not married at the time you retire, or both you and your spouse agree to waive this benefit in favor of a Single Life Benefit. A Joint and Survivor Benefit is a reduced pension for the life of the employee, 75% of which the Plan will continue to pay to the qualified surviving spouse after the death of the employee.

*You must have worked at either the UMWA or the AFL-CIO on or after July 1, 2007 in order to be eligible for this credit. Periods of service with the AFL-CIO are *not* taken into account in determining eligibility for retiree health care under the International Union, United Mine Workers of America Health Plan.

To qualify to receive a Joint and Survivor Benefit, the surviving spouse and the retired employee must have been married at the time the participant entered into pension status and the surviving spouse must have been married to the retired employee for at least one year prior to the employee's death.

Waiver of Joint and Survivor Benefits

Before payments begin, you and your spouse may choose to waive the Joint and Survivor Benefit in favor of the Single Life Benefit. That election may be revoked anytime prior to the date you begin receiving benefits. **Once pension payments begin, however, no further revocations or elections will be allowed.**

Please consider whether to take the Joint and Survivor Benefit or the Single Life Benefit carefully. If you waive the Joint and Survivor Benefit in favor of the Single Life Benefit, upon your death, your spouse will receive no further pension benefits.

In order to waive the Joint and Survivor Benefit, both you and your spouse must elect, in writing, to receive the Single Life Benefit (on forms supplied by the Office of Personnel). You and your spouse's signatures on the consent to this waiver and election must be witnessed by a notary public.

If you are eligible for the Joint and Survivor Benefit and do not waive it, you will receive a reduced pension based on the relative ages of you and your spouse. The reduced pension will be calculated on the basis of the Joint and Survivor factors established by the Plan actuary. A simplified table of factors used by the Plan is set out as follows:

Table of Joint and Survivor Factors*

		Age of Participant									
		55	56	57	58	59	60	61	62	63	64
Age	45	90.5	89.8	89.1	88.3	87.4	86.5	85.6	84.6	84.0	82.6
	46	90.8	90.1	89.3	88.6	87.7	86.9	85.9	85.0	84.3	82.9
	47	91.0	90.4	89.6	88.9	88.1	87.2	86.3	85.3	84.7	83.3
	48	91.3	90.6	89.9	89.2	88.4	87.5	86.6	85.7	85.1	83.7
	49	91.6	90.9	90.2	89.5	88.7	87.9	87.0	86.1	85.5	84.1
Survivor	50	91.9	91.2	90.5	89.8	89.0	88.2	87.3	86.4	85.9	84.5
	51	92.2	91.5	90.8	90.1	89.4	88.6	87.7	86.8	86.2	84.9
	52	92.4	91.8	91.2	90.5	89.7	88.9	88.1	87.2	86.7	85.3
	53	92.7	92.1	91.5	90.8	90.1	89.3	88.5	86.7	87.1	85.7
	54	93.0	92.4	91.8	91.1	90.4	89.7	88.9	88.0	87.5	86.1
Joint	55	93.3	92.7	92.1	91.5	90.8	90.0	89.3	88.4	88.0	86.6
	56	93.6	93.0	92.5	91.8	91.1	90.4	89.6	88.8	88.4	87.0
	57	93.9	93.3	92.8	92.2	91.5	90.8	90.0	89.2	88.8	87.5
	58	94.2	93.6	93.1	92.5	91.9	91.2	90.4	89.7	89.3	88.0
	59	94.4	93.9	93.4	92.8	92.2	91.6	90.8	90.1	89.7	88.4
	60	94.7	94.5	93.7	93.3	92.5	91.9	91.3	90.5	90.2	88.9
	61	95.0	94.5	94.0	93.5	92.9	92.3	91.7	90.9	90.6	89.4
	62	95.3	94.8	94.3	93.8	93.3	92.7	92.0	91.4	90.6	89.8
	63	95.5	95.1	94.7	94.2	93.6	93.1	92.4	91.8	91.1	90.3
	64	95.8	95.4	94.9	94.4	94.0	93.4	92.8	92.2	91.5	90.8
	65	96.0	95.7	95.2	94.8	94.3	93.8	93.2	92.6	91.9	91.2

EXAMPLE 6: Ms. F retires from Union employment at age 55 with 15 years of service and an Annual Basic Salary of \$14,000. She chooses to begin receiving her pension immediately. She is married at the time and her husband is

*These tables are intended to provide you with a means of estimating your pension. They represent only a portion of the tables actually used by the Plan office in calculating your pension, and are rounded off to the nearest year and 1/10th of a percent. The tables are based upon an interest rate of 7% and the UP1984 mortality table.

age 50. They do not waive the Joint and Survivor Benefit. From Example 2, we know that her Early Retirement Life Only (Straight Life) Benefit is \$342.12 per month. Her Joint and Survivor Pension and that of her husband after her death will be computed as follows:

$$\begin{array}{rcccl} \$342.13 & & & & \$314.42 \\ \text{(Early Retirement} & & & & \text{(Early Retirement} \\ \text{Life Only} & \times & 91.9\% & = & \text{Joint and Survivor} \\ \text{Benefit)} & & \text{(From} & & \text{Benefit)} \\ & & \text{Table)} & & \end{array}$$

Upon Ms. F's death, Mr. F would receive 75% of that amount, as follows:

$$\begin{array}{rcccl} \$314.42 & & & & \$235.81 \\ \text{(Early Retirement} & & & & \text{(Survivor's} \\ \text{Joint and Survivor} & \times & 75\% & = & \text{Benefit)} \\ \text{Benefit)} & & & & \end{array}$$

EXAMPLE 7: Mr. and Ms. F elect to waive the Joint and Survivor Benefit so that Ms. F receives a pension for her life alone. Her pension would be \$342.13, as calculated in Example 2. Her surviving husband will not receive a pension after her death.

Pre-Pension Spouse Coverage

This coverage is provided to any present or former employee who worked for the Union after January 1, 1976, and who is not yet receiving a pension, but who is or will be eligible for

a pension by virtue of his or her years of service.* If the employee left employment prior to January 1, 2000, this benefit provides for the payment of a benefit to the surviving spouse of such an employee in the amount of 50% of the Joint and Survivor Benefit to which the employee would have been entitled had he chosen to begin receiving pension payments immediately preceding his death. If the employee was actively employed on or after January 1, 2000, the surviving spouse of such an employee would receive a benefit in the amount of 75% of the Joint and Survivor Benefit to which the employee would have been entitled had he chosen to begin receiving pension payments immediately preceding his death. If the employee is age 55 or older at the time of death, the benefit begins immediately; otherwise, benefits will begin on the first day of the month after the employee would have reached age 55.

EXAMPLE 8: Mr. G is 55 years old and has 15 years of service when he dies while still working for the Union. His Annual Basic Salary is \$14,000. He is married and his wife is age 50. Had he retired with a Joint and Survivor Benefit, as shown in Example 6, his monthly benefit would have been \$314.42. Ms. G's Survivor's Benefit will be 75% of that amount: \$235.81.

Qualified Domestic Relations Orders

The Plan is required to comply with court orders — known as “Qualified Domestic Relations Orders” or “QDROs” — that award current or former spouses or dependent children rights under

*A Participant eligible for a Deferred Vested Benefit who left employment with the Union prior to August 23, 1984, must be age 55 or older at the time of death in order to be eligible for this coverage.

a Participants' pension, provided certain requirements are met. A copy of the UMWA's procedures governing QDROs is available upon request and without charge by contacting the Pension Plan Director.

Participants Who Receive Their Salaries in Foreign Currency

Any Participant who is receiving his salary in foreign currency at the time his employment terminates with the Union shall receive a pension calculated based on the amount of his foreign salary.

Death Benefit for Participants

The designated beneficiary of a Participant is eligible for a Death Benefit in the amount of one year of the Participant's Annual Basic Salary if the Participant has retired under the Plan and has:

(a) at least 20 years of credited service; **OR**

(b) at least ten years of service and whose years of such service in combination with his years of credited service under the United Mine Workers of America 1974 Pension Plan equals at least twenty years; **OR**

(c) at least 10 years of service and is retired under the Plan with a benefit other than a Deferred Vested Pension.

If you die while actively employed full-time by the International Union, United Mine Workers of America and have met any of the service criteria listed above, in addition to any other benefits that may be payable under the Plan, your designated

beneficiary will receive a death benefit equal to the amount of your Annual Basic Salary.

This benefit is payable to your chosen beneficiary without regard to whether you waived the Joint and Survivor Benefit described above. You may designate your beneficiary by filling out a form provided by the Plan Administrator, and may change your designation at any time. If you do not designate a beneficiary, your surviving spouse will receive the benefit. If you do not have a surviving spouse, the benefit will go to your surviving children. If you do not have any surviving children, the benefit will generally go to your estate.

Suspension of Benefits

If, after electing retirement status, you go back to work for the Union, your benefits will stop. Your benefits will not be paid for any month during which you work more than 40 hours for the Union. Once you cease working, your benefits will resume.

Claims Procedure

All claims for benefits must be in writing, on forms provided by the Office of Personnel. If you wish to apply for benefits, contact the Pension Plan Director to get blank forms.

An applicant whose claim has been denied in whole or in part may file an appeal within 60 days from the date of the notice of denial. An applicant who has not received a decision on a claim for benefits within 90 days may also file an appeal. An applicant or his authorized representative may file the appeal; request (without charge) copies of all documents, records, and other information relevant to the application; and submit issues and comments in

writing. Appeals must be made in writing, should be sent to the Pension Plan Director, and should state the basis for the appeal.

The Pension Trust Committee will render a decision regarding your appeal within 60 days after the receipt of the request for review unless special circumstances require an extension of time for processing, in which case a decision will be made within 120 days.

In the case of a claim for disability benefits, the Committee will give you a decision within 45 days after receipt of the request for review unless special circumstances require an extension of time for processing, in which case a decision will be made within 75 days. If, prior to the end of the first 30-day extension period, the Plan determines that, due to matters beyond the control of the Plan, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional 30 days.

In all cases, the decision of the Committee will be in writing, will include the specific reasons for the decision and specific references to Plan provisions upon which the decision is based, and will be final and binding. Claimants have the right to bring a civil action under ERISA section 502(a) following an adverse benefit determination on review.

Other Things You Should Know

The Pension Trust Committee

The Pension Trust Committee consists of the International President and the International Secretary-Treasurer of the United Mine Workers of America. The members of the Committee are the

named fiduciaries of the Plan, and have the responsibility for making the rules under which the Plan is run and seeing that the Plan is administered in a way that is fair to all persons covered. All applications for retirement benefits shall be made to the Committee, which shall make all determinations regarding eligibility (including age, years of service, and annual basic salary) and shall calculate the amount of your pension under the Plan. The Committee's determination as to any disputed questions shall be conclusive.

The Trust Fund

Benefits under the Plan are funded entirely by contributions paid by the UMWA on your behalf. These contributions are held in Trust for the exclusive benefit of Participants in and beneficiaries of the Plan. The Union's contributions are invested, and all earnings are used to provide benefits and to pay the Plan's operating expenses. A copy of the Pension Trust Agreement is on file in the Personnel Department, where you may examine it if you so choose.

Federally Guaranteed Benefits

Your pension benefits under this multiemployer plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency.* A multiemployer plan is a collectively bargained pension arrangement involving two or more unrelated employers, usually in a common industry.

*In August, 2007, the Plan submitted a Notice of Election of Multiemployer Status with the PBGC. Previously, the Plan had been treated as a single employer plan. While we anticipate that the election of multiemployer status will be approved, the PBGC has not yet acted.

Under the multiemployer plan program, the PBGC provides financial assistance through loans to plans that are insolvent. A multiemployer plan is considered insolvent if the plan is unable to pay benefits (at least equal to the PBGC's guaranteed benefit limit) when due.

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a participant's years of service multiplied by (1) 100% of the first \$5 of the monthly benefit accrual rate and (2) 75% of the next \$15. The PBGC's maximum guarantee limit is \$16.25 per month times a participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be \$5,850.

The PBGC guarantee generally covers: (1) Normal and early retirement benefits; (2) disability benefits if you become disabled before the plan becomes insolvent; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) Benefits greater than the maximum guaranteed amount set by law; (2) benefit increases and new benefits based on plan provisions that have been in place for fewer than 5 years at the earlier of: (i) the date the plan terminates or (ii) the time the plan becomes insolvent; (3) benefits that are not vested because you have not worked long enough; (4) benefits for which you have not met all of the requirements at the time the plan becomes insolvent; and (5) nonpension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

For more information about the PBGC and the benefits it guarantees, ask your plan administrator or contact the PBGC's

Check Address ~~Phone number~~
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Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

Plan Amendments

The UMWA intends to continue the Plan indefinitely; however, it specifically reserves the right to amend the Plan if it becomes necessary to do so, except that under the terms of the Pension Trust Agreement the Union may not amend the Plan so as to reduce the amount of the pension benefits already earned by a Participant. In the event the Plan is altered, the pension you have earned at that time may not be reduced. Because the Death Benefit is not a pension benefit, it may be reduced or eliminated at any time. The money in the Trust Fund must be used to supply the benefits earned under the Plan and to pay the Plan's expenses, and may not be used for any other purpose.

In Case of Plan Termination

In the event of partial or final termination of the Plan, the rights of all employees covered by the Plan to benefits accrued at the time of termination or discontinuance will be nonforfeitable. Participants will have recourse toward the satisfaction of their accrued benefit only from the Plan or the Pension Benefit Guaranty Corporation (PBGC) if there is a PBGC liability present.

The Pension Committee will allocate and administer the funds of the Plan to provide benefits for Participants and any spouses, surviving spouses or beneficiaries then receiving benefits on the date of termination. Such allocation of the fund shall be made in order of precedence indicated and in the amounts indicated in section 4044 of ERISA (and any accompanying federal regulations) according to principles set forth in that section.

Allocation will be based on the method of payment of monthly pension benefits or death benefits as specified in the Plan. In the event that Fund assets on or after the date of termination are insufficient to fund all benefits within any class, the benefits of all higher order of precedence will be funded, the benefits of all lower order of precedence will not be funded, and the assets remaining will be allocated among members of that class based on their respective actuarial reserves, subject to the provisions of section 4044 of ERISA.

Payment or reimbursement to the Trustee, actuary, accountant or attorney for the Plan can be paid out of the fund prior to making allocations to Participants, spouses, and beneficiaries of the Plan.

The actuary will determine each Participant and beneficiary's interest in the fund and the interest of each will either remain in the fund or a portion of the fund will be liquidated so that their interests can be distributed to them in the form of annuity contracts, annuity payments, installments, or in a lump sum. If the latter option is taken, the Pension Committee will decide which method to use to distribute the money. The Committee will continue to exist for the purpose of directing the Trustee in the disbursement of any funds remaining in the pension fund to anyone

entitled to receive pension benefits until all the money in the fund has been fully disbursed.

Rights and Protections

As a Participant in this Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants shall be entitled to:

Review Information About Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations such as work sites, the Plan Document and the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

Obtain, upon written request to the Plan Administrator, copies of all Plan documents, the latest annual report (Form 5500 Series) and the updated Summary Plan Description. The Administrator may assess a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.

Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 60) and, if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a

pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of this Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and the other Plan Participants and beneficiaries.

No one, including your employer, your Union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

Enforce Your Rights


If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.


Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of the Plan Document or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the UMWA to provide the

materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the UMWA. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the party you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees (for example, if it finds your claim is frivolous).

Assistance With Your Questions

If you have any questions about your Plan, you should contact the Plan Director. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Director, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Office of Participant Assistance Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C., 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hot line the Pension and Welfare Benefits Administration.



*Check
Addresses* 

Additional Information

Name International Union, United Mine Workers of America Pension Plan

Employer Identification Number

530159200

ok
✓ Check w/ Manual

Plan Number

001

Type of Plan

Defined Benefit Pension

Plan Year Ends

12/31

Sponsor and Administrator

International Union
United Mine Workers of America

*18354 Quantic
Gateway Drive, Suite 200
Triangle VA 22172
703-291-2400*

~~8315 Lee Highway
Fairfax, VA 22031
(703) 208-7200~~

Plan costs

Paid by sponsor

Custodian of Trust

Amalgamated Bank
~~15 Union Square
New York, NY 10003~~

*One West Monroe
Chicago, IL
60603*

*Chicago
Check
w/ manual*

Agent for service of
legal process

Secretary-Treasurer
International Union
United Mine Workers of America
~~8315 Lee Highway~~
~~Fairfax, VA 22031~~

18354 Quantico
Gateway Drive
Suite 200

Triangle VA 22172

A complete list of the employers and employee organizations sponsoring the plan may be obtained by participants and beneficiaries upon written request to the Pension Director, and is available for examination. Furthermore, participants and beneficiaries may receive from the Pension Director, upon written request, information as to whether a particular employer or employee organization is a sponsor of the plan and, if the employer or employee organization is a plan sponsor, the sponsor's address. Participants and beneficiaries may also obtain a copy of all collective bargaining agreements under which the Plan is maintained upon written request to the Pension Director, and may review such agreements without charge at the Pension Director's office.

