

January 14, 1986

(Opinion issued in letter form; name and address deleted)

RE: Opinion of the Trustees
Resolution of Dispute
Case No. 84-060

Pursuant to Article IX of the United Mine Workers of America ("UMWA") 1950 Benefit Plan and Trust, and under the authority of an exemption granted by the United States Department of Labor, the Trustees have reviewed the facts and circumstances of this dispute concerning the level of health benefits coverage for the Dependent of an Employee under the terms of the Employer Benefit Plan.

Information supplied to the Funds by the Employer indicates that the Employee began working for the Employer in a classified position in April 1978. The Funds determined that the Employer was no longer in business, effective June 10, 1985. Accordingly, health benefits coverage will be provided under the UMWA 1974 Benefit Trust, effective June 11, 1985. Eligibility for such coverage extends only through the period of eligibility previously established under the Employer Benefit Plan and is subject to the terms and conditions set forth in the UMWA 1974 Benefit Trust.

As the Employee's representative, you have stated that the Employee's wife incurred medical charges in excess of \$7,000 during the Employee's period of employment and that the Employer has failed to accept responsibility for the payment of these charges. On the Employee's behalf, you have submitted unpaid medical invoices for services incurred by the Complainant's wife and have asked that the Employer be found responsible for their payment.

The Employer has failed to answer correspondence from the Funds requesting its position in this dispute. Therefore, the Trustees must render a decision based upon the available information on file.

Article XX (C)(3)(i) of the National Bituminous Coal Wage Agreement ("Wage Agreement") states that each signatory Employer shall establish and maintain an Employee Benefit Plan to provide health and other non-pension benefits for its Employees. The benefits provided by the Employer to its eligible Participants shall be guaranteed during the term of the Wage Agreement at the level set forth in the Employer Benefit Plan. Article I (4) of the Employer Benefit Plan defines an Employee as a person working in a classified job for the Employer. Article II A. (1) of the Employer Benefit Plan provides health benefits coverage for Employees who are actively at work for the Employer on the effective date of the Wage Agreement. Article II A. (4) of the Plan provides coverage for new Employees from the first day worked with the Employer. Article II D. (1) of the Employer Benefit Plan provides health benefits coverage for a spouse who is living

with or being supported by an eligible Employee. Inasmuch as the Employee satisfies the definition of an active Employee as set forth in Article I (4), and Article II A. (1) and (4) of the Employer Benefit Plan, the Employee's wife is eligible for health benefits coverage under Article II D. (1) of the Plan. Therefore, the Employer is responsible for providing health benefits coverage for services provided during the Employee's period of eligibility at the level specified in the Employer Benefit Plan, including payment of the medical invoices for services incurred by the Employee's wife during that period.

Sincerely,

Joseph P. Connors, Sr., Chairman

Paul R. Dean, Trustee

William B. Jordan, Trustee

William Miller, Trustee

Donald E. Pierce, Jr., Trustee