
OPINION OF TRUSTEES

In Re

Complainant: Employee
Respondent: Employer
ROD Case No: 88-145 - July 25, 1989

Board of Trustees: Joseph P. Connors, Sr., Chairman; Paul R. Dean, Trustee; William Miller, Trustee; Donald E. Pierce, Jr., Trustee; Thomas H. Saggau, Trustee.

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 provision of health benefits coverage for an Employee under the terms of the Employer Benefit Plan.

Background Facts

The Complainant has been employed in a classified position with the Respondent since February 1989. The Complainant states that the Respondent has not provided health benefits coverage for him since he began working for the Respondent. The Complainant has incurred medical expenses during his employment which have not been paid by the Respondent. The Respondent is signatory to the National Bituminous Coal Wage Agreement ("Wage Agreement") of 1988.

Dispute

Is the Respondent responsible for providing health benefits coverage for the Complainant as an Employee and for payment of the unpaid medical bills incurred by the Complainant and his eligible dependents?

Positions of the Parties

Position of the Complainant: The Respondent is responsible for providing health benefits coverage for the Complainant as an Employee and for payment of the medical expenses incurred by the Complainant and his eligible dependents.

Position of the Respondent: The Respondent has not replied to repeated correspondence from Funds' staff requesting its position in this dispute.

Pertinent Provisions

Article XX (c)(3)(i) of the National Bituminous Coal Wage Agreement of 1988 provides in pertinent part:

(3)(i) 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 as well as pensioners, under the 1974 Pension Plan and Trust, whose last signatory classified employment was with such Employer. The benefits provided by the Employer to its eligible Participants pursuant to such plans shall be guaranteed during the term of this Agreement by that Employer at levels set forth in such plans.

Article I (1), (2) and (4) of the Employer Benefit Plan provide:

Article I - Definitions

The following terms shall have the meanings herein set forth:

- (1) "Employer" means (Employer's Name).
- (2) "Wage Agreement" means the National Bituminous Coal Wage Agreement of 1988, as amended from time to time and any successor agreement.
- (4) "Employee" shall mean a person working in a classified job for the Employer, eligible to receive benefits hereunder.

Article II A. (4) of the Employer Benefit Plan provides:

Article II - Eligibility

The persons eligible to receive the health benefits pursuant to Article III are as follows:

A. Active Employees

- (4) A new Employee will be eligible for health benefits from the first day worked with the Employer.

Discussion

Article XX (c)(3)(i) of the 1988 Wage Agreement requires an Employer to provide an Employer Benefit Plan, "...implemented through an insurance carrier(s), for health and other non-pension benefits...." It further requires that benefits provided by the Employer to its eligible Participants

Opinion of Trustees
Resolution of Dispute
Case No. 88-145
Page 3

pursuant to such plans shall be guaranteed during the term of this Agreement by that Employer at levels set forth in such plans."

Article II. A of the Employer Benefit Plan provides health benefits coverage to active employees working in classified jobs for a signatory Employer. Inasmuch as the Complainant is actively employed in a classified position by the Respondent, the Respondent is responsible for providing health benefits coverage for the Complainant and his eligible dependents and for payment of the covered medical expenses incurred by the Complainant and his eligible dependents during his employment with the Respondent.

Opinion of the Trustees

The Respondent is responsible for providing health benefits coverage for the Complainant as an Employee and for payment of the covered medical expenses incurred by the Complainant and his eligible dependents during his employment with the Respondent.