

June 28, 1983

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

Re:                Opinion of Trustees  
                      Resolution of Dispute  
                      Case No. 81-127

Pursuant to Article IX of the United Mine Workers of America 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 whether Employer A or Employer B is responsible for providing benefits coverage for the unmarried Surviving Spouse of a deceased, pension eligible Employee.

Under Article II. E. of the Employer B Benefit Plans, signatory Employers are required to provide benefits coverage for an unmarried Surviving Spouse of an Employee who died "(u)nder conditions which qualify such spouse for a Surviving Spouse benefit under the 1974 Benefit Plan." Employer's Benefit Plan, Article II. E. The spouse's husband last worked for Employer A on December 17, 1980 and died on July 17, 1981, under conditions qualifying the spouse for Surviving Spouse benefits from the United Mine Workers of America 1974 Pension Plan ("1974 Plan"). The spouse was approved for Surviving Spouse benefits from the 1974 Plan, effective August 1, 1981. Therefore, under Article II. E. of the Employer B Benefit Plans, the spouse is eligible for benefits coverage during any month in which she does not earn at least \$500, and provided that she does not remarry.

Employer A states that Employer B is responsible for providing such coverage because Employer B is a successor to Employer A. Employer B, however, claims that Employer A is responsible for providing such coverage, because the deceased, pension eligible Employee last worked for Employer A.

Employer A was signatory to the National Bituminous Coal Wage Agreement ("Wage Agreement") of 1978, is signatory to the 1981 Wage Agreement, and is still in business. Employer A was a contract miner for Employer B until March 1981, when it terminated its contract with Employer B and ceased mining on Employer B's property. Employer B subsequently began mining the property previously contracted to Employer A. The agreement by which Employer A terminated its contract with Employer B did not require Employer B to provide benefits coverage for any of Employer A's Employees, Pensioners or their Surviving Spouses.

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The Trustees find that it is unnecessary to determine whether Employer B is Employer A's successor, because there is no evidence that Employer B agreed to provide benefits coverage to Employer A's Employees, Pensioners, or their Surviving Spouses. However, even assuming that Employer B is Employer A's successor, Employer A, as the deceased, pension eligible Employee's last signatory Employer, would be required by its Employer's Benefit Plan to provide benefits coverage to the Surviving Spouse.

Sincerely,

Harrison Combs, Chairman

John J. O'Connell, Trustee

Paul R. Dean, Trustee