

Opinion of Trustees
Resolution of Dispute
Case No. 81-152
Page 1
April 23, 1984

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

Re: Opinion of Trustees
Resolution of Dispute
Case No. 81-152

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 your Request for Advisory Opinion concerning benefits coverage for ten laid off Employees.

The Complainants were laid off by the Respondent, Keeco Mining Company, Inc. ("Keeco"), on or about May 12, 198, and were provided benefits coverage under Keeco's Employer's Benefit Plan through June 30, 1982. Two of the Complainants were recalled for a short period in January 1983 and were provided benefits coverage trough the end of January 1983.

Under Article III D. (1) (a) of its Employer's Benefit Plan, Keeco, a signatory Employer, is required to provide continued benefits coverage for its laid off Employees based on their hours worked for it during the 24 calendar month period prior to their date last worked. The Complainants have submitted documentation to the Trustees of their hours worked for Keeco. Based on this information, two of the Complainants would be eligible for continued benefits coverage under Article III D. (1) (a) for the balance of the month in which they last worked plus 12 months; four of the Complainants would be eligible for continued benefits coverage for the balance of the month in which they last worked plus 6 months; and four of the Complainants would be eligible for continued benefits coverage for 30 days from their date last worked.

Keeco has refused to provide additional benefits coverage, apparently on the basis that it has shut down its operations. This fact would not relieve Keeco of its obligations as a signatory Employer under the terms of Article III D. (1) (a) of its Employer's Benefit Plan. The Trustees conclude, therefore, that Keeco is responsible for providing additional benefits coverage to the Complainants as set forth above based on their hours worked for it. In this regard, the Complainants who are eligible for only 30 days of continued coverage would not be entitled to any additional coverage if their last date worked was May 12, 1932, because Keeco has provided them with coverage through June 30, 1983. However, if the last date worked for any of those individuals was in January 1983; then they would be entitled to some additional coverage, because Keeco only provided them with coverage through the end of January 1933.

The Trustees determined at their March 27, 1984 meeting that Keeco was no longer in business within the meaning of the UMWA 1974 benefit Plan as of September 30, 1983. Therefore, as of that date, the two Complainants who were recalled in January 1983 may be eligible for continued benefits coverage from the 1974 Benefit Plan, if they worked a sufficient number of hours for

Opinion of Trustees
Resolution of Dispute
Case No. 81-152
Page 2

Keeco during; the 24 month period prior to their last date worked. The other Complainants, whose last date worked was May 12, 1982, would not be eligible for any continued coverage from the 1974 Benefit Plan, as their period of eligibility would have expired prior to September 30, 1983. Keeco, as the last signatory Employer, is responsible for providing the Complainants with any benefits coverage for which they are eligible prior to September 30, 1983.

Sincerely,

Harrison Combs, Chairman

John J. O'Connell, Trustee

Paul R. Dean, Trustee