

August 27, 1985

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

RE: Resolution of Dispute
Case No: 81-609

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 under the terms of the Employer Benefit Plan for your late husband, a 1974 Plan Pensioner. They hereby render their opinion on the matter.

This dispute arises out of your belief that the Employer did not provide health benefits coverage to your husband at the level specified in the Employer Benefit Plan established by the National Bituminous Coal Wage Agreement of 1981.

Information in file indicates that your husband last worked in classified signatory employment for the Employer on April 22, 1982, at which time he was laid off. Your husband subsequently applied for and received a 1974 Plan Deferred Vested Pension Special, effective April 1, 1983, based upon thirty-four and one-half (34 1/2) years of credited service. Information in file further indicates that your husband passed away on June 11, 1984 at the age of 56.

You have stated that your husband attempted to obtain health benefits coverage from the Employer, but was unable to do so until May 31, 1984. At that time, he was hospitalized and the insurance carrier has refused to pay several of the resulting charges. The Employer currently provides you with health benefits coverage.

The Employer has failed to respond to correspondence from the Trustees requesting its position in this dispute. Therefore, the Trustees must render their decision based on the available information.

Article II (B) of the Employer Benefit Plan states that health benefits and life insurance will be provided to Pensioners. Article I (5) of the Plan defines "Pensioner" as "any person who is receiving a pension, other than (i) a deferred vested pension based on less than (twenty) 20 years of credited service or, (ii) a pension based in whole or in part on years of service credited under the terms of Article II G of the 1974 Pension Plan... whose last classified signatory employment was with the Employer..."

Funds' records indicate that your husband was awarded a 1974 Plan Deferred Vested Pension-Special, effective April 1, 1983, based upon thirty four and one-half (34 1/2) years of credited

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service. Inasmuch as your husband's last signatory service was with the Employer, and his 1974 Plan Deferred Vested Pension-Special was based on more than twenty (20) years of credited service, he satisfied the requirements of Article I (5) and Article II (B) of the Employer Benefit Plan and was entitled to benefits coverage at the level provided therein.

The question of the Employer's responsibility for the provision of health benefits coverage for its 1974 Plan Pensioners has previously been addressed by the Trustees in ROD Number 81-490 (enclosed herein). In that decision, the Trustees stated that the Employer must provide health benefits coverage for an Employee who satisfies the definition of "Pensioner" as defined by Article I (5) of the Employer Benefit Plan. Therefore, the Trustees are of the opinion that the Respondent is responsible for the provision of health benefits coverage for your late husband at the level provided for in the 1981 Employer Benefit Plan.

Sincerely,

Joseph P. Connors, Sr., Chairman

Paul R. Dean, Trustee

William B. Jordan, Trustee

William Miller, Trustee

Donald E. Pierce, Jr., Trustee