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## OPINION OF TRUSTEES

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### In Re

Complainants: Pensioner  
Respondent: Employer  
ROD Case No: 81-700 - September 30, 1986

Board of Trustees: Joseph P. Connors, Sr., Chairman; Paul R. Dean, Trustee; William B. Jordan, Trustee; William Miller, Trustee; Donald E. Pierce, Jr., 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 health benefits coverage for a pensioner under the terms of the Employer Benefit Plan.

### Background Facts

The Complainant sustained a work-related injury to his back on September 5, 1981, while working in classified employment for the Respondent. The Complainant continued working until September 14, 1981, when increased pain caused him to seek medical attention. He was subsequently unable to return to work. The Complainant has stated that the Respondent continued his health benefits coverage for one year, through September 30, 1982.

The Complainant was notified on May 2, 1985 that his application for a 1974 Pension Plan minimum disability pension was approved, effective January 1, 1982. The Complainant contends that the Respondent is therefore responsible for providing his health benefits coverage from that date; however, no coverage has been provided since September 30, 1982. The Complainant has stated that the Respondent claims to be no longer in business and financially unable to provide his health benefits coverage. The Complainant has also stated that he owes over \$4,000 in outstanding medical bills and he would like to know who is responsible for providing his health benefits coverage.

The Respondent was signatory to the National Bituminous Coal Wage Agreement ("Wage Agreement") of 1981, which expired on September 30, 1984. The Respondent ceased its coal mining operations on September 30, 1984 and did not sign the 1984 Wage Agreement. The Respondent has failed to reply to repeated requests by Funds' staff to provide its position in this dispute.

### Dispute

Whether the Respondent is responsible for the providing health benefits to the Complainant as a pensioner.

Positions of the Parties

Position of the Complainant: The Respondent or the 1974 Benefit Plan and Trust is responsible for the provision of health benefits to the Complainant.

Position of the Respondent: The Respondent has not provided its position in this dispute.

Pertinent Provisions

Article XX(c)(3)(i) of the National Bituminous Coal Wage Agreement of 1981 provides:

(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. Such plans shall also include that each signatory Employer continue to make the death benefit payments in pay status as of December 5, 1977, for deceased Employees and Pensioners under the 1974 Pension Plan whose last signatory classified employment was with such Employer, in the same manner and in the same amounts as previously provided for in the 1974 Benefit Plan and Trust. The plans established pursuant to this subsection are incorporated by reference and made a part of this Agreement, and the terms and conditions under which the health and other non-pension benefits will be provided under such plans are as to be set forth in such plans.

Article I (1),(2) and (5) 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 1981, as amended from time to time and any successor agreement.
- (5) "Pensioner" shall mean any person who is receiving a pension, other than (i) a deferred vested pension based on less than 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, or any corresponding paragraph of any successor thereto, under the 1974 Pension Plan (or any

successor thereto), whose last classified signatory employment was with the Employer, subject to the provisions of Article II B of this Plan.

Article II B.(1) of the Employer Benefit Plan provides:

B. Pensioners

Health benefits and life insurance under Article III hereof shall be provided to Pensioners as follows:

(1) Any Pensioner who is not again employed in classified signatory employment subsequent to

(a) such Pensioner's initial date of retirement under the 1974 Pension Plan, and

(b) June 7, 1981, shall be eligible for coverage as a Pensioner under, and subject to all other provisions of this Plan. Notwithstanding (i) and (ii) of the definition of Pensioner in Article I(5) of this Plan, any such Pensioner who was eligible for benefits under the 1974 Benefit Plan as a Pensioner on December 5, 1977, shall be eligible for such benefits, subject to all other provisions of this Plan.

Q&A H-8 (1981)

Question:

Under the 1950 and 1974 Benefit Plans & Trusts, health benefits are provided to certain pensioners. If a retired miner's pension application is approved in October 1982, with payments effective August 1, 1982, on what date does the pensioner's eligibility for health benefits begin?

Answer:

The pensioner becomes eligible for health benefits effective August 1, 1982, the same date as the commencement date of his pension.

Discussion

Article XX(c)(3)(i) of the 1981 Wage Agreement requires a signatory employer to establish and maintain an employer benefit plan to provide health and other non-pension benefits for its pensioners whose last classified employment was with such employer. Q&A H-8 establishes that a pensioner becomes eligible for health benefits the effective date of his pension. Inasmuch as the Complainant's last signatory classified employment was with the Respondent, the Respondent is

responsible for his health benefits coverage as a pensioner, from the effective date of his pension, during the term of the 1981 Wage Agreement.

The ROD also raises the issue whether the Respondent is contractually obligated to provide such coverage beyond the expiration of the 1981 Wage Agreement when the Respondent did not sign the 1984 Wage Agreement. The United States Court of Appeals for the Fourth Circuit in Dist. 29, United Mine Workers of America, et al. v. Royal Coal Co., 768 F. 2d 588, 592 (4th Cir. 1985) and Dist. 17, United Mine Workers of America, et al. v. Allied Corp., etc., 765 F. 2d 412, 417 (4th Cir. 1985) (en banc), has ruled that an Employer's contractual obligation to provide health benefits to its pensioners does not extend beyond the expiration of the Wage Agreement.

Complainant has also requested in the alternative that coverage be provided under the 1974 Benefit Plan and Trust. Under that Plan, a beneficiary is entitled to coverage only if it is determined that the beneficiary's last Employer is "no longer in business." Such determination is made by the Trustees under established procedures separate from the ROD procedure.

#### Opinion of the Trustees

The Respondent is responsible for providing health benefits to the Complainant as a pensioner from January 1, 1982 through the expiration of the 1981 Wage Agreement on September 30, 1984. Under the controlling language of the applicable Wage Agreement and Plan documents and in light of the Fourth Circuit's recent decisions, however, the Respondent is not responsible for providing health benefits to the Complainant following the expiration of the 1981 Wage Agreement.