

January 14, 1986

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

Re: Opinion of the Trustees  
Resolution of Dispute  
Case No. 84-027

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.

As the Employee's representative, you have stated that the Employee began working for the Employer in a classified position on or about October 24, 1984. On September 4, 1985, the Funds determined that the Employer was no longer in business effective April 15, 1985.

You have stated that the Employer failed to provide health benefits coverage for the Employee during the period of his employment from on or about October 24, 1984 through April 15, 1985. In support of your claim, you have submitted medical invoices with dates of service prior to April 15, 1985 and have asked that the Employer be responsible for the payment of these charges. The Employer has failed to respond to Funds' correspondence requesting its position in this dispute; therefore, the Trustees must render a decision based upon the information on file.

Article XX (C)(3)(i) of the National Bituminous Coal Wage Agreement ("Wage Agreement") states that each signatory Employer shall establish and maintain an Employee Benefit Plan to provide health and other non-pension benefits for its Employees. The benefits provided by the Employer to its eligible Participants shall be guaranteed during the term of the Wage Agreement at the level set forth in the Employer Benefit Plan. Article I (4) of the Employer Benefit Plan defines an Employee as a person working in a classified job for the Employer. Article II A. (1) of the Employer Benefit Plan provides health benefits coverage for Employees who are actively at work for the Employer on the effective date of the Wage Agreement. Article II A. (4) of the Plan provides coverage for new Employees from the first day worked with the Employer.

Inasmuch as the Employee satisfies the definition of an active Employee as set forth in Article I (4) and Article II A. (1) and (4) of the Employer Benefit Plan, the Employer is responsible for

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the provision of benefits coverage during the Employee's period of employment to be provided at the levels set forth in the Employer Benefit Plan. Accordingly, the Employer is responsible for the payment of medical charges incurred during the Employee's period of employment which began on or about October 24, 1984.

Sincerely,

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Joseph P. Connors, Sr., Chairman

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Paul R. Dean, Trustee

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William B. Jordan, Trustee

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William Miller, Trustee

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Donald E. Pierce, Jr., Trustee