

Opinion of Trustees  
Resolution of Dispute  
Case No. 84-054  
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October 1, 1985

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

Re: Opinion of Trustees  
Resolution of Dispute  
Case No. 84-054

Pursuant to Article IX of the United Mine Workers of America ("UMWA") 1950 Benefit Plan 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 provided by the Employer under the terms of the Employer Benefit Plan.

According to information which you submitted to the Funds, the Employee worked in a classified position for the Employer from June 3, 1983 to December 19, 1984, at which time his employment was terminated by the Employer. You have also stated that the Employer terminated health benefits coverage for the Employee and his eligible dependents effective October 31, 1984. This dispute arises out of your contention that the Employer has refused health benefits coverage for services rendered to the Employee's dependent wife and daughter in connection with the birth of his daughter on November 8, 1984.

The Employer has failed to respond to repeated correspondence requesting its position in this dispute; therefore, the Trustees must render their decision based upon the information on file.

On November 2, 1984, the Employer signed a Letter of Agreement signifying its intent to be bound by the terms of the 1984 National Bituminous Coal Wage Agreement, although to date it has not signed the actual Agreement. In ROD number 84-055, (enclosed herein) the Trustees have previously decided that such a Letter of Agreement is sufficient to bind the Employer to the terms and conditions of the 1984 Wage Agreement.

Article I (4) of the Employer Benefit Plan defines an "Employee" as "a person working in a classified job for the Employer, eligible to receive benefits hereunder." Article II A. (1) of the Plan provides health benefits coverage for any Employee actively at work for the Employer on the effective date of the Wage Agreement. Under Article III D. (1) (E), benefits coverage for an Employee who "quits or is discharged for any reason", will be terminated "as of the date last worked".

Inasmuch as the Employee satisfies the definition of Employee referred to above, the Trustees have determined that the Employer is responsible for providing health benefits coverage for the Employee and his eligible dependents through December 19, 1984, the date of his termination.

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