

November 22, 1985

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

RE: Opinion of Trustees
Resolution of Dispute
Case No: 84-058

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.

This dispute arises out of your belief that neither the L&L Coal Company nor the Independent Trucking Company has provided you with the level of health benefits coverage specified in the Employer Benefit Plan as established by the National Bituminous Coal Wage Agreements ("Wage Agreements") in effect during your employment with each Employer. It is your contention that both Employers have provided you with "eighty percent health coverage". You have asked whether these companies are responsible for providing you with benefits coverage at the levels specified in the Wage Agreements.

Both Employers have failed to respond to repeated correspondence from the Funds requesting their positions in this dispute. Therefore, the Trustees must decide this dispute based on the available information.

Under Article XX (C) (3) (i) of the 1978, 1981 and 1984 Wage Agreements, each signatory employer is required to establish and maintain an Employer Benefit Plan to provide health and other non-pension benefits to its eligible Employees. The benefits provided by the Employer are guaranteed during the term of the Wage Agreement at the levels set forth in the Plan.

Under Article II A. (1) and (4) of the 1978, 1981 and 1984 Employer Benefit Plans, individuals who are actively at work for the Employer on the effective date of the Wage Agreement are eligible to receive health benefits coverage pursuant to Article III of the Plan. Individuals employed after the effective date of the Wage Agreement will be eligible from the first day worked in a classified position for the Employer.

Information provided to the Funds indicates that you were employed in a classified position with the L and L Coal Company from June of 1979 to February of 1984. L and L Coal Company was signatory to both the 1978 and 1981 Wage Agreements which were in effect during your employment with said company. Although no hours were reported to the Funds by the Independent Trucking Company, you have also claimed employment with it in a classified position during "1984 and 1985" and have submitted pay stubs from such employment in February and April 1985. The Independent Trucking Company became signatory to the 1984

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Wage Agreement on November 20, 1984. Inasmuch as you satisfy the eligibility requirements for health benefits coverage pursuant to Article II A. (1) and (4) of the Employer Benefit Plans, you are eligible to receive health benefits coverage for services incurred during your period of employment as an active Employee with each Employer.

As an Employee eligible for benefits coverage you have claimed that your Employers have provided you with "eighty percent" coverage and have asked whether such Employers are responsible to provide benefits at the levels specified in the Wage Agreements.

Benefit levels to be provided to Employees, Pensioners and their dependents and survivors are established through collective bargaining and are not subject to unilateral change by either party. Accordingly, the Trustees are of the opinion that L and L Coal Company and Independent Trucking Company are responsible for the provision of health benefits coverage at the level specified in the 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