

January 14, 1986

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

Re: Opinion of Trustees
Resolution of Dispute
Case No: 84-077

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 for two Employees under the terms of the Employer Benefit Plan.

According to information supplied to the Funds, you and the other Employee represented in this dispute began working for the Employer in a classified position in December 1983. You have stated that the Employer provided health benefits coverage for its Employees until December 1984, and that all Employees were without coverage during January 1985. Furthermore, you have stated that the health benefits coverage provided subsequent to January 1985 was canceled in April 1985, and that the Employer has not provided coverage since that time. On October 31, 1985, the Funds determined that the Employer was no longer in business as of May 31, 1985. Accordingly, health benefits coverage will be provided under the UMWA 1974 Benefit Plan and Trust. Eligibility for such coverage extends only through the period of eligibility previously established under the Employer Benefit Plan and is subject to the terms and conditions set forth in the UMWA 1974 Benefit Plan.

Both you and the other Employee have submitted copies of unpaid medical invoices with dates of service prior to May 1985 and have asked that the Employer be found responsible for the payment of these invoices. The Employer has failed to respond to correspondence from the Funds requesting its position in this dispute. Therefore, the Trustees must render a decision based upon the available 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 you and the other Employee represented in this dispute satisfied 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 the provision of health benefits coverage during both your periods of eligibility to be provided at the level set forth in the Employer Benefit Plan. Accordingly, the Employer is responsible for the payment of medical invoices for services incurred during your periods of employment which commenced in December 1983.

Sincerely,

Joseph P. Connors, Sr., Chairman

Paul R. Dean, Trustee

William B. Jordan, Trustee

William Miller, Trustee

Donald E. Pierce, Jr., Trustee