
OPINION OF TRUSTEES

In Re

Complainant: Pensioner
Respondent: Employer
ROD Case No: 84-198 - 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 the provision of health benefits coverage for a Pensioner under the terms of the Employer Benefit Plan.

Background Facts

The Complainant last performed classified coal industry work from June 1980 to January 31, 1981 for the Respondent. He was awarded a 1974 Pension Plan Minimum Disability Pension, effective June 1, 1983, based on a lower back injury incurred in a mine accident on April 7, 1980 while employed in a classified position with a previous employer, Ranger Fuel Corporation.

The Complainant contends that the Respondent, as his last signatory employer, is responsible for providing his health benefits as a Pensioner. The Respondent claims that the Complainant's disability is the result of a mine accident that occurred while he was employed by a previous signatory employer; therefore, the previous employer is responsible for providing health benefits for the Complainant.

Dispute

Is the Respondent or a previous employer responsible for providing health benefits for the Complainant as a Pensioner?

Positions of the Parties

Position of the Complainant: The Respondent is the Complainant's last signatory Employer and is responsible for providing his health benefits as a Pensioner.

Position of the Respondent: The Complainant's eligibility for health benefits as a Pensioner is based on a mine accident that occurred while the Complainant was employed by Ranger Fuel Corporation. The complainant therefore retired from Ranger Fuel Corporation, and Ranger Fuel

Corporation, not the Respondent, is responsible for the provision of the Complainant's health benefits coverage.

Pertinent Provisions

Article XX(c) (3) (i) of the National Bituminous Coal Wage Agreement of 1984 states in pertinent part:

(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.

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 (coal company).
- (2) "Wage Agreement" means the National Bituminous Coal Wage Agreement of 1984, 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 0 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.

Articles II B. (1) (a) and (b) of the Employer Benefit Plan provide:

Article II - Eligibility

The persons eligible to receive health benefits pursuant to Article III are as follows:

- 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) October 1, 1984, 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 8, 1977, shall be eligible for such benefits, subject to all other provisions in this Plan.

Discussion

Article XX of the National Bituminous Coal Wage Agreement requires a signatory employer to establish and maintain an employer benefit plan to provide health and other non-pension benefits for pensioners whose last classified employment was with such employer. The Respondent contends that as the Complainant's disabling injury was incurred while employed by a previous signatory employer, the Complainant should be considered a pensioner of the previous employer. The Respondent claims that the previous employer is therefore responsible for providing the Complainant's health benefits. However, Article XX (c)(3)(i) clearly establishes that a signatory employer is required to provide health and other non-pension benefits to pensioners who last performed signatory classified work for such employer. In addition, Articles I (5) and II B of the Employer Benefit Plan define an eligible pensioner in terms of such pensioner's last classified employment with a signatory employer. According to the Complainant's pension file, his last day of signatory classified service was on January 31, 1981 with the Respondent. Therefore, the Respondent is responsible for providing the Complainant with health benefits coverage as a Pensioner.

Opinion of the Trustees

The Respondent is responsible for providing the Complainant with health benefits as a 1974 Pension Plan Pensioner.