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## OPINION OF TRUSTEES

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### In Re

Complainants: Laid-off Employees  
Respondent: Employer  
ROD Case No: 84-409 - August 12, 1987

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 benefits coverage under the terms of the Employer Benefit Plan.

### Background Facts

The Complainants worked in classified jobs for the Respondent until on or about February 27, 1987, when the Respondent ceased operations. The representative for the Complainants has stated that the Respondent provided health benefits coverage for eight (8) of the Complainants through a Health Maintenance Organization (HMO) until November 4, 1986, when such coverage was terminated, and through a Blue Cross/Blue Shield plan for the remaining Complainants. Information provided to the Funds indicates that health benefits coverage for the Complainants who were enrolled in the Blue Cross/Blue Shield plan was terminated effective January 1, 1987.

The representative for the Complainants contends that the Respondent is responsible for providing health and other non-pension benefits for the Complainants as Employees and laid-off Employees during their individual periods of eligibility as determined under the Employer Benefit Plan. The Respondent states that it has ceased operations and is financially unable to provide health and other non-pension benefits for the Complainants. The Respondent has stated that it is attempting to obtain additional financing in order to resume operations and to provide health benefits for its laid-off Employees.

### Dispute

Whether the Respondent is responsible for providing health and other non-pension benefits for the Complainants as Employees and laid-off Employees.

### Positions of the Parties

Position of the Complainants: The Respondent is responsible for providing health and other non-pension benefits for the Complainants as Employees and laid-off Employees during their individual periods of eligibility as determined under the terms of the Employer Benefit Plan.

Position of the Respondent: The Respondent is currently financially unable to provide health and other non-pension benefits for the Complainants.

#### Pertinent Provisions

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

(c) 1974 Plans and Trusts

(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 (4) of the Employer Benefit Plan provide:

#### Article I - Definitions

The following terms shall have the meanings herein set forth:

- (1) "Employer" means (Employer's Name).
- (2) "Wage Agreement" means the National Bituminous Coal Wage Agreement of 1984, as amended from time to time and any successor agreement.
- (4) "Employee" shall mean a person working in a classified job for the Employer, eligible to receive benefits hereunder.

Article II A. (4) of the Employer Benefit Plan provides:

#### Article II - Eligibility

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

- A. Active Employees

- (4) A new Employee will be eligible for health benefits from the first day worked with the Employer.

Article III D. (1) (a) of the Employer Benefit Plan provides:

Article III - Benefits

D. General Provisions

(1) Continuation of Coverage

(a) Layoff

If an Employee ceases work because of layoff, continuation of health, life and accidental death and dismemberment insurance coverage is as follows:

<u>Number of Hours Worked for the Employer in the 24 Consecutive Calendar Month Period Immediately Prior to the Employee's Date Last Worked</u>	<u>Period of Coverage Continuation from the Date Last Worked</u>
2,000 or more hours	Balance of month plus 12 months
500 or more but less than 2,000 hours	Balance of month plus 6 months
Less than 500 hours	30 days

Discussion

Article XX (c)(3)(i) of the National Bituminous Coal Wage Agreement of 1984 requires a signatory Employer to establish and maintain an Employer Benefit Plan to provide health and other non-pension benefits for its Employees. The Wage Agreement stipulates that benefits provided by the Employer pursuant to such Plan shall be guaranteed during the term of the Agreement by that Employer at levels set forth in such Plan. The Respondent's claim that it is financially unable to provide health benefits does not relieve it of its obligation to provide such benefits under the Wage Agreement.

Article II A. (4) of the Employer Benefit Plan provides that active Employees shall be eligible for health and other non-pension benefits from the first day worked for the Employer. Article III

D. (1)(a) provides that such coverage shall continue for each laid-off Employee for a period based on the number of hours worked by the Employee for the Employer during the 24-month period prior to the date last worked. Inasmuch as the Complainants were active Employees of the Respondent until on or about February 27, 1987, and laid-off Employees thereafter, the Respondent is responsible for providing health and other non-pension benefits for the Complainants during their individual periods of eligibility as determined under the terms of the Employer Benefit Plan.

Opinion of the Trustees

The Respondent is responsible for providing health and other non-pension benefits for the Complainants during their individual periods of eligibility as determined under the terms of the Employer Benefit Plan.