

OPINION OF TRUSTEES

In Re

Complainants: Laid-off Employees and Pensioners
Respondent: Employer
ROD Case No: 84-431 - July 17, 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 health benefits coverage under the terms of the Employer Benefit Plan.

Background Facts

The Complainants are laid-off Employees of the Respondent and Pensioners whose last classified signatory employment in the coal industry was for the Respondent. The laid-off Complainants worked for the Respondent until December 1986, when the Respondent ceased operations. The Respondent is signatory to the National Bituminous Coal Wage Agreement ("Wage Agreement") of 1984.

The Respondent provided health benefits, coverage for the Complainants through the Bituminous Industry Trust/Business Insurance Trust ("BIT") and California Life Insurance until April 30, 1987, when the BIT was terminated. Due to insolvency, the BIT and California Life Insurance have ceased paying health benefits claims for services rendered prior to April 30, 1987. The representative for the Complainants has stated that the Respondent has not provided health benefits for the Complainants after April 30, 1987.

The representative for the Complainants asks whether the Respondent is responsible for payment of the Complainant's medical bills that are unpaid due to the insolvency of BIT and California Life Insurance. The representative for the Complainants also asks whether the Respondent is responsible for providing the Complainants' health benefits coverage after April 30, 1987.

Dispute

Whether the Respondent is responsible for the provision of health benefits for the Complainants under the terms of the Employer Benefit Plan.

Positions of the Parties

Position of the Complainants: The Respondent is responsible for payment of the covered medical charges incurred by the Complainants prior to April 30, 1987, and for the provision of health benefits coverage for the Complainants beyond that date during their individual periods of eligibility as determined under the terms of Employer Benefit Plan.

Position of the Respondent: The Respondent has not responded to repeated correspondence from the Funds regarding its position in this dispute.

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 1 (1), (2), (4) and (5) 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.
- (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 G 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.

Article II A. (1) and (4) of the Employer Benefit Plan provide:

Article II - Eligibility

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

A. Active Employees

Benefits under Article III shall be provided to any Employee who:

- (1) is actively at work* for the Employer on the effective date of the Wage Agreement; on
- (4) A new Employee will be eligible for health benefits from the first day worked with the Employer.

Article II B. (1) of the Employer Benefit Plan provides:

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 5, 1977, shall be eligible for such benefits, subject to all other provisions of this Plan.

*Actively at work includes an Employee of the Employer who was actively at work on September 30, 1984, and who returns to active work with the Employer two weeks after the effective date of the Wage Agreement.

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 Section (c)(3)(i) of the 1984 Wage Agreement requires an Employer to provide an Employer Benefit Plan... "implemented through an insurance carrier(s), [for] health and other non-pension benefits..." It further requires that "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." Although the Respondent in the instant case had implemented its Employer Benefit Plan until April 30, 1987 through an employer trust fund and insurance carrier which subsequently became insolvent, such event does not relieve the Respondent of its primary obligation to provide benefits pursuant to the Wage Agreement. Inasmuch as the Complainants were eligible for health benefits coverage from the Respondent at the time their outstanding medical charges were incurred, the Respondent is responsible for

payment of those charges under the terms of the Employer Benefit Plan. Furthermore, inasmuch as the Complainants were eligible for health benefits coverage beyond April 30, 1987 as laid-off Employees and Pensioners, the Respondent is responsible for the provision of their health benefits coverage throughout their individual periods of eligibility as determined under the terms of the Employer Benefit Plan.

Opinion of the Trustees

The Respondent is responsible for payment of the covered medical charges incurred by the Complainants prior to April 30, 1987, and for the provision of health benefits coverage for the Complainants throughout their individual periods of eligibility as determined under the terms of the Employer Benefit Plan.