

OPINION OF TRUSTEES

In Re

Complainants: Laid-off Employees
Respondent: Employer
ROD Case No: 84-605 - June 6, 1988

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 health benefits coverage for laid-off Employees under the terms of the Employer Benefit Plan.

Background Facts

The Complainants were employed in classified positions with the Respondent until October 1987, when they were laid off and the Respondent ceased operations. The Respondent was signatory to the National Bituminous Coal Wage Agreement ("Wage Agreement") of 1984, which expired on January 31, 1988, but did not sign the 1988 Wage Agreement.

The Complainants claim that the Respondent is responsible for payment of any outstanding medical bills incurred prior to January 31, 1988, and for providing continued health benefits coverage for the Complainants beyond January 31, 1988, during their individual periods of eligibility as determined under the terms of the Employer Benefit Plan.

The Respondent has paid the covered medical expenses incurred by the Complainants prior to January 31, 1988; however, it contends that it is not obligated to provide health benefits coverage for the complainants beyond January 31, 1988, the expiration date of the 1984 Wage Agreement.

Dispute

Whether the Respondent is responsible for providing continued health benefits coverage for the Complainants beyond January 31, 1988.

Positions of the Parties

Positions of the Complainants: The Respondent is responsible for providing continued health benefits coverage for the Complainants as laid-off Employees beyond January 31, 1988, during their individual periods of eligibility as determined pursuant to Article III. D. (1) (a) of the Employer Benefit Plan.

Position of the Respondent: The Respondent is not obligated to provide health benefits coverage for the Complainants beyond January 31, 1988, the expiration date of the 1984 Wage Agreement.

Pertinent Provisions

Article XX(c)(3)(i) of the 1984 National Bituminous Coal Wage Agreement provides 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. Such plans shall also include that each signatory Employer continue to make the death benefit payments in pay status as of December 5, 1977, for deceased Employees and Pensioners under the 1974 Pension Plan whose last signatory classified employment was with such Employer, if] the same manner and in the same amounts as previously provided for in the 1974 Benefit Plan and Trust. The plans established pursuant to this subsection are incorporated by reference and made a part of this agreement, and the terms and conditions under which the health and other non-pension benefits will be provided under such plans are as to be 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 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:

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 1984 Wage Agreement requires a signatory employer to establish and maintain an Employer Benefit Plan to provide health and other non-pension benefits to its Employees and Pensioners. The issue here is whether the Respondent is contractually obligated to provide such coverage to its laid-off Employees beyond the expiration of the 1984 Wage Agreement when the Respondent did not sign the 1988 Wage Agreement.

The United States Court of Appeals for the Fourth Circuit, in Dist. 29, *United Mine Workers of America, et al. v. Royal Coal Co.*, 768 F.2d 588, 592 (4th Cir. 1985) and Dist. 17, *United Mine Workers of America, et al. v. Allied Corp., etc.*, 765 F.2d 412, 417 (4th Cir. 1985) (en banc), ruled that an Employer's contractual obligation to provide health benefits to its Pensioners does not extend beyond the expiration of the Wage Agreement.

However, the National Labor Relations Board, in *Coalite, Inc.*, Case 10-CA-20797 (Cates, ALJ September 5, 1985), found that health benefits for laid-off Employees are "not . . . inextricably intertwined with benefits for pensioners." Further, the Benefit Plan treats laid-off Employees differently from Pensioners. Under Article III. D. (1)(a) of the Employer Benefit Plan, laid-off Employees are entitled to a specific period of health benefits coverage determined by reference to the number of hours they worked prior to layoff, whereas, no period of coverage is designated for retirees. Accordingly, the Trustees conclude that active Employees who were laid off prior to the expiration of the 1984 Wage Agreement are entitled to the period of health benefits coverage specified by the Wage Agreement.

Opinion of the Trustees

The Respondent is responsible for providing continued health benefits coverage for the Complainants for the period set forth in Article III. D. (1)(a) of the 1984 Employer Benefit Plan.