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## OPINION OF TRUSTEES

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### In Re

Complainant: Employee  
Respondent: Employer  
ROD Case No: 84-621 - May 10, 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 the provision of health benefits coverage for an Employee under the terms of the Employer Benefit Plan.

### Background Facts

The Complainant has been employed in a classified position with the Respondent since October 13, 1986. The Respondent initially provided health benefits coverage through an insurance carrier until February 19, 1987, when coverage was terminated. The Complainant states that the Respondent did not provide any coverage until July 1, 1987, when coverage was implemented through Mountain Trails Health Plan. Information provided to the Funds indicates that such coverage was terminated on July 31, 1987, and that Mountain Trails Health Plan was declared insolvent, effective September 23, 1987. Due to insolvency, Mountain Trails Health Plan has ceased paying benefits claims for services rendered prior to September 23, 1987. The Complainant has submitted copies of unpaid bills for medical services rendered between April 22, 1987 and September 25, 1987. The representative for the Complainant states that the Respondent has agreed that it is responsible for payment of the outstanding medical bills; however, no payment has been made.

The Respondent has provided health benefits coverage for the Complainant through a different insurance carrier since October 1, 1987.

### Dispute

Whether the Respondent is responsible for payment of the unpaid medical bills incurred by the Complainant and his eligible dependents.

### Positions of the Parties

Position of the Complainant: The Respondent is responsible for payment of the covered medical charges incurred by the Complainant and his eligible dependents. Although the Respondent has acknowledged its responsibility for payment of the outstanding medical bills, the bills remain unpaid.

Position of the Respondent: The Respondent has not replied to repeated correspondence from Funds' staff requesting 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 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 provide:

#### 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.

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."

Article II. A of the Employer Benefit Plan provides health benefits coverage to active employees working in classified jobs for a signatory Employer. Between July 1 and July 31, 1987, the Respondent implemented its Employer Benefit Plan through an insurance carrier which subsequently became insolvent. Implementation of a plan through a carrier, in and of itself, does not relieve the Respondent of its primary obligation to provide benefits pursuant to the Wage Agreement. Furthermore, the record indicates that the Respondent failed to provide health benefits coverage for the Complainant as required under the terms of the Wage Agreement between February 19, 1987 and July 1, 1987, and between July 31, 1987 and October 1, 1987. Inasmuch as the Complainant was eligible for health benefits coverage from the Respondent as an active Employee at the time his outstanding medical charges were incurred, the Respondent is responsible for payment of those charges 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 Complainant and his eligible dependents during his employment with the Respondent under the terms of the Employer Benefit Plan.