

OPINION OF TRUSTEES

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In Re

Complainant: Laid-off Employee  
Respondent: Employer  
ROD Case No: 84-622 - 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 a laid-off Employee under the terms of the Employer Benefit Plan.

Background Facts

The Complainant was employed in a classified position with the Respondent until January 4, 1988, when he was laid off and the Respondent ceased operations. Funds records indicate that the Complainant worked over 2,000 hours for the Respondent during the 24-month period prior to January 4, 1988.

The Respondent was signatory to the National Bituminous Coal Wage Agreement ("Wage Agreement") of 1984, but did not sign the 1988 Wage Agreement. The Respondent informed the Complainant that, effective March 1, 1988, it would no longer provide health benefits coverage for the Complainant. The Respondent contends that it is not obligated to provide health benefits coverage for the Complainant beyond January 31, 1988, the expiration date of the 1984 Wage Agreement.

The Complainant asks whether the Respondent or the 1974 Benefit Plan and Trust is responsible for providing his continued health benefits coverage beyond March 1, 1988.

Dispute

The Complainant asks whether the Respondent or the 1974 Benefit Plan and Trust is responsible for providing his continued health benefits coverage beyond March 1, 1988.

Positions of the Parties

Position of the Complainant: The Complainant asks whether the Respondent or the 1974 Benefit Plan and Trust is responsible for providing his continued health benefits coverage beyond March 1, 1988.

Position of the Respondent: The Respondent is not obligated to provide health benefits coverage for the Complainant beyond March 1, 1988 because it is not signatory to the 1988 Wage Agreement.

#### Pertinent Provisions

Article XX(c)(3)(i) of the National Bituminous Coal Wage Agreement of 1984 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, in 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 the Complainant beyond the expiration of the 1984 Wage Agreement when the Respondent did not sign the 1988 Wage Agreement.

The Trustees have previously decided in ROD 81-586 (copy enclosed herein) that active Employees who were laid off prior to the expiration of the Wage Agreement are entitled to the period of health benefits coverage specified by the Wage Agreement. Therefore, inasmuch as the Complainant was laid off prior to the expiration of the 1984 Wage Agreement, the Respondent is responsible for providing continued health benefits coverage for the Complainant for the period set forth in Article III. D. (1) (a) of the Employer Benefit Plan established pursuant to the 1984 Wage Agreement and incorporated by reference therein.

The Complainant has also asked whether coverage might be provided under the 1974 Benefit Plan and Trust. Under that Plan, a beneficiary is entitled to coverage if it is determined that the beneficiary's last Employer is "no longer in business." Such determination is made by the Trustees under established procedures separate from the ROD procedure.

Opinion of the Trustees

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