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## OPINION OF TRUSTEES

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### In Re

Complainant: Employee  
Respondent: Employer  
ROD Case No: 88-079 - August 2, 1989

Board of Trustees: Joseph P. Connors, Sr., Chairman; Paul R. Dean, Trustee;  
William Miller, Trustee; Donald E. Pierce, Jr., Trustee; Thomas H. Saggau, 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 active Employee under the terms of the Employer Benefit Plan.

### Background Facts

The Complainant was employed in a classified job by the Respondent from April 7, 1986 to March 7, 1988. The Complainant states that the Respondent failed to provide health benefits coverage for its Employees. The Complainant contends that the Respondent agreed to pay its Employees' medical expenses itself; however, the Respondent has paid only a portion of the medical bills incurred by the Complainant and his dependents during his employment with the Respondent. The Complainant has paid the remaining bills himself and asks that the Respondent be required to reimburse him.

### Dispute

Whether the Respondent is responsible for payment of the medical expenses incurred by the Complainant and his eligible dependents during his employment with the Respondent.

### Positions of the Parties

Position of the Complainant: The Respondent is responsible for payment of the covered medical expenses incurred by the Complainant and his eligible dependents during his employment with the Respondent.

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(c)(3)(i) of the National Bituminous Coal Wage Agreements of 1984 and 1988 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.

Article I (1), (2) and (4) of the 1984 and 1988 Employer Benefit Plans 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 [1988], 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. (1) and (4) of the 1984 and 1988 Employer Benefit Plans provide:

#### Article II - Eligibility

The persons eligible to receive the 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; or
- (4) A new Employee will be eligible for health benefits from the first day worked with the Employer.

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\* Actively at work includes an Employee of the Employer who was actively at work on September 30, 1984 [January 31, 1988], and who returns to active work with the Employer two weeks after the effective date of the Wage Agreement.

#### Discussion

Article XX (c)(3)(i) of the 1984 and 1988 Wage Agreements requires a signatory Employer to establish and maintain an Employee 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 at levels set forth in such Plan.

Article II A. of the Employer Benefit Plans established pursuant to the 1984 and 1988 Wage Agreements provides health benefits coverage for active Employees working in classified jobs for a signatory Employer. The record in this case indicates that the Complainant incurred medical expenses during his employment with the Respondent when no health benefits coverage was in effect. Inasmuch as the Complainant was an active Employee of the Respondent at the time the medical bills were incurred, the Respondent is responsible for payment of the medical expenses which are covered under the terms of the 1984 and 1988 Wage Agreements and Employer Benefit Plans.

#### Opinion of the Trustees

The Respondent is responsible for payment of the covered medical expenses incurred by the Complainant and his eligible dependents during his employment with the Respondent, consistent with the terms of the Wage Agreements and the Employer Benefit Plans.