
OPINION OF TRUSTEES

In Re

Complainant: Pensioner
Respondent: Employer
ROD Case Ho: 88-231 - April 10, 1990

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 a Pensioner under the terms of the Employer Benefit Plan.

Background Facts

The Respondent states that the Complainant worked 73 hours for the Respondent between March 7, 1988 and March 18, 1988, when the Complainant ceased working and reopened a Workmen's Compensation claim for benefits as a result of an injury that occurred while he was employed in a classified position with a previous employer. The Respondent states that the Complainant was unable to return to work and he subsequently applied for pension benefits while he was receiving Workmen's Compensation and health benefits coverage from his previous employer.

The Complainant was awarded a UMWA 1974 Pension Plan Age 55 retirement pension, effective July 1, 1988. The Complainant was advised by letter to contact his last signatory employer, the Respondent, regarding his eligibility for health benefits coverage as a Pensioner. The Respondent was provided a copy of that letter. The Respondent contends that the Complainant is unable to work because of a compensable injury that occurred while he was employed by a previous signatory employer; therefore, the previous employer should be responsible for providing the Complainant's health benefits coverage as a Pensioner.

Dispute

Whether the Respondent is responsible for providing health benefits coverage for the Complainant as a Pensioner.

Positions of the Parties

Position of the Complainant: The Complainant asks whether the Respondent is responsible for providing health benefits coverage for the Complainant as a Pensioner.

Position of the Respondent: The Complainant was employed by the Respondent for 73 hours before he ceased working due to a compensable injury that occurred while he was employed by a previous employer; therefore, the Complainant's previous employer, not the Respondent, should be responsible for providing health benefits coverage to the Complainant as a Pensioner.

Pertinent Provisions

Article XX Section (c)(3)(i) of the National Bituminous Coal Wage Agreement of 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.... The plan 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 (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 1988, as amended from time to time and any successor agreement.
- (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 8. (1) of the Employer Benefit Plan provides:

Article II - Eligibility

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

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) February 1, 1988, 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.

Discussion

Article XX of the National Bituminous Coal Wage Agreement requires a signatory Employer to establish and maintain an Employer Benefit Plan to provide health and other non-pension benefits for pensioners whose last signatory classified employment was with such Employer. Article II B. of the Employer Benefit Plan establishes that an individual who is receiving a pension under the 1974 Pension Plan, other than a deferred vested pension based on less than 20 years of credited service or a pension based in whole or in part on years of service credited under Article II G. of the 1974 Plan, is eligible for health benefits coverage under the Employer Benefit Plan.

The Respondent contends that it is not responsible for providing health benefits coverage for the Complainant because the Complainant was employed by the Respondent for only 73 hours. In addition, the Respondent claims that the Complainant ceased working due to a compensable injury that occurred while he was employed with a previous signatory employer; therefore, that employer, not the Respondent, should provide the Complainant's health benefits coverage. The Trustees have previously determined in RODs 81-652 and 84-443 (copies enclosed herein) that under the terms of the Employer Benefit Plan an Employer's obligation to provide benefits for its

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Pensioners is not contingent upon a minimum length of service requirement. Funds' records show that the Complainant's last signatory classified employment was with the Respondent on March 18, 1988. Inasmuch as the Complainant was awarded a UMWA 1974 Pension Plan Age 55 retirement pension effective July 1, 1988, the Complainant meets the eligibility requirements of Article II B. (1) and is entitled to health benefits coverage from his last signatory Employer, the Respondent.

Opinion of the Trustees

The Respondent is responsible for providing health benefits coverage for the Complainant as a Pensioner, effective July 1, 1988, consistent with the terms of the Employer Benefit Plan.