

Pension Benefit Guaranty Corporation

77-156

August 5, 1977

REFERENCE:

[\*1] 4062 Liability of Employer in Single Employer Plans

OPINION:

This is in response to your letter of \* \* \*, asking whether the proposed language for a collective bargaining agreement contained in your letter would be legally sufficient to confine an employer's liability, with respect to a Taft Hartley pension plan, to the contributions he has agreed in a collective bargaining agreement to make to the plan.

PBGC will not take a position on the effect of the proposed clause on an employer's relationship with the other signers of the collective bargaining agreement. Nor will PBGC comment on the legal sufficiency of the proposed clause under Titles I and II of ERISA. It is PBGC's position, however, that the proposed clause would not prevent PBGC from asserting a claim for employer liability pursuant to § 4062 of ERISA.

Title IV of ERISA provides that PBGC may recover the amount of a terminated plan's insufficiency from the employer(s) maintaining the plan, if the plan is covered by Title IV. Since the proposed collective bargaining agreement language would not affect a plan's Title IV coverage, the language will not prevent a PBGC claim for employer liability.

I hope the information provided [\*2] above will be helpful to you. Should you have any additional questions, please contact \* \* \* the PBGC attorney assigned to this matter.

Henry Rose  
General Counsel