

3-21-1995

## Anderson v. Pittsburgh Press Co.

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880 F.Supp. 407  
United States District Court,  
W.D. Pennsylvania.

Michael G. ANDERSON, Robert Bianco, Mary  
Pat Flaherty, Lamont Jones, Jr., Louis J. Laurenzi,  
Steve Mellon, and All Plaintiffs, Plaintiffs,

v.

PITTSBURGH PRESS COMPANY, Pittsburgh  
Press Dismissal and Death Benefits Plan,  
and Scripps Howard, Inc., Defendants.

Civ. A. No. 93-937.

|

March 21, 1995.

### Synopsis

Former employees brought action against employer and its dismissal and death benefits plan seeking dismissal and severance benefits under Employee Retirement Income Security Act (ERISA) and vacation pay and bonuses under Pennsylvania wage payment and collection law. Employees filed motion for summary judgment. The District Court, [Ambrose, J.](#), held that: (1) material issue of fact as to whether employees could receive both benefits from employer's death and dismissal benefits program and a pension precluded summary judgment for former employees; (2) former employees "left" employer's employ, as required by terms of vacation payment on termination provision of employee handbook; (3) former employees were entitled to vacation pay and bonuses from employer; and (4) material issue as to whether employer in good faith contested to or disputed former employees' wage claim precluded summary judgment for employees on issue of liquidated damages under Pennsylvania wage payment and collection law.

Motion granted in part and denied in part.

West Headnotes (16)

[1] **Federal Civil Procedure** 🔑 Lack of Cause of Action or Defense

170A Federal Civil Procedure

170AXVII Judgment

170AXVII(C) Summary Judgment

170AXVII(C)1 In General

170Ak2465 Matters Affecting Right to Judgment

170Ak2466 Lack of Cause of Action or Defense

Summary judgment is mandated, after adequate time for discovery and upon motion, against party who fails to make showing sufficient to establish the existence of an element essential to that party's case, and on which that party will bear the burden of proof at trial. [Fed.Rules Civ.Proc.Rule 56, 28 U.S.C.A.](#)

[2] **Federal Civil Procedure** 🔑 Presumptions

170A Federal Civil Procedure

170AXVII Judgment

170AXVII(C) Summary Judgment

170AXVII(C)3 Proceedings

170Ak2542 Evidence

170Ak2543 Presumptions

In considering motion for summary judgment, district court must examine facts in light most favorable to party opposing the motion. [Fed.Rules Civ.Proc.Rule 56, 28 U.S.C.A.](#)

[3] **Federal Civil Procedure** 🔑 Burden of Proof

170A Federal Civil Procedure

170AXVII Judgment

170AXVII(C) Summary Judgment

170AXVII(C)3 Proceedings

170Ak2542 Evidence

170Ak2544 Burden of Proof

Burden is on party moving for summary judgment to demonstrate that evidence creates no genuine issue of material fact. [Fed.Rules Civ.Proc.Rule 56, 28 U.S.C.A.](#)

[4] **Federal Civil Procedure** 🔑 Materiality and Genuineness of Fact Issue

170A Federal Civil Procedure

170AXVII Judgment

170AXVII(C) Summary Judgment

170AXVII(C)1 In General

170Ak2465 Matters Affecting Right to Judgment

170Ak2470.1 Materiality and Genuineness of Fact Issue

Dispute is genuine, for summary judgment purposes, if evidence is such that a reasonable jury could return a verdict for nonmoving party. Fed.Rules Civ.Proc.Rule 56, 28 U.S.C.A.

[5] **Federal Civil Procedure** 🔑 Materiality and Genuineness of Fact Issue

170A Federal Civil Procedure

170AXVII Judgment

170AXVII(C) Summary Judgment

170AXVII(C)1 In General

170Ak2465 Matters Affecting Right to Judgment

170Ak2470.1 Materiality and Genuineness of Fact Issue

Fact is material, for purposes of summary judgment, when it might affect the outcome of the suit under the governing law. Fed.Rules Civ.Proc.Rule 56, 28 U.S.C.A.

[6] **Federal Civil Procedure** 🔑 Weight and Sufficiency

170A Federal Civil Procedure

170AXVII Judgment

170AXVII(C) Summary Judgment

170AXVII(C)3 Proceedings

170Ak2542 Evidence

170Ak2546 Weight and Sufficiency

Where party opposing summary judgment bears burden of proof at trial, party moving for summary judgment may meet its burden by showing that the evidentiary materials of record, if reduced to admissible evidence, would be insufficient to carry nonmovant's burden of proof at trial. Fed.Rules Civ.Proc.Rule 56, 28 U.S.C.A.

[7] **Labor and Employment** 🔑 Interpretation of Plan

231H Labor and Employment

231HVII Pension and Benefit Plans

231HVII(B) Plans in General

231Hk437 Interpretation of Plan

231Hk438 In General

(Formerly 296k26)

Initially, when court is faced with dispute concerning interpretation of an ERISA severance plan, court must determine, as a question of law, whether terms at issue are ambiguous; in deciding whether document is clear or ambiguous, court does not simply determine whether, from its point of view, the words are ambiguous. Employee Retirement Income Security Act of 1974, § 2 et seq., 29 U.S.C.A. § 1001 et seq.

[8] **Contracts** 🔑 Existence of Ambiguity

95 Contracts

95II Construction and Operation

95II(A) General Rules of Construction

95k143 Application to Contracts in General

95k143(2) Existence of Ambiguity

Document may be found ambiguous if it is reasonably or fairly susceptible of different constructions, is capable of being understood in more senses than one, and is obscure in meaning through indefiniteness of expression or has a double meaning.

[9] **Contracts** 🔑 Existence of Ambiguity

95 Contracts

95II Construction and Operation

95II(A) General Rules of Construction

95k143 Application to Contracts in General

95k143(2) Existence of Ambiguity

Contract is not ambiguous if court can determine its meaning without any guide other than a knowledge of the simple facts on which, from the nature of the language in general, its meaning depends.

[10] **Contracts** 🔑 Existence of Ambiguity

95 Contracts

95II Construction and Operation

95II(A) General Rules of Construction

95k143 Application to Contracts in General

95k143(2) Existence of Ambiguity

Fact that parties do not agree on the proper construction of terms does not render a document ambiguous.

[11] **Contracts** 🔑 Ambiguity in General

95 Contracts  
95II Construction and Operation  
95II(A) General Rules of Construction  
95k176 Questions for Jury  
95k176(2) Ambiguity in General

If court determines the terms of contract at issue are ambiguous, then interpretation is a question of fact.

[12] **Labor and Employment** 🔑 Interpretation of Plan

231H Labor and Employment  
231HVII Pension and Benefit Plans  
231HVII(B) Plans in General  
231Hk437 Interpretation of Plan  
231Hk438 In General  
(Formerly 296k26)

Employer's most recent benefits booklet, providing that in no case would both pension and dismissal and death benefits be paid, was ambiguous regarding whether employee could receive benefits from death and dismissal benefits program and a pension.

[13] **Federal Civil Procedure** 🔑 Employees and Employment Discrimination, Actions Involving

170A Federal Civil Procedure  
170AXVII Judgment  
170AXVII(C) Summary Judgment  
170AXVII(C)2 Particular Cases  
170Ak2497 Employees and Employment Discrimination, Actions Involving  
170Ak2497.1 In General

Material issue of fact as to whether employees could receive benefits from employer's death and dismissal benefits program and a pension precluded summary judgment for former employees in their action against employer and its dismissal and death benefits plan seeking

dismissal and severance benefits under ERISA. Employee Retirement Income Security Act of 1974, § 2 et seq., 29 U.S.C.A. § 1001 et seq.

[14] **Labor and Employment** 🔑 Vacation or Personal Holiday Pay

231H Labor and Employment  
231HIV Compensation and Benefits  
231HIV(A) In General  
231Hk180 Vacation or Personal Holiday Pay  
(Formerly 255k72 Master and Servant)

Former employees "left" employer's employ, as required by terms of vacation payment on termination provision of employee handbook, although employees were employed by company after it purchased employer's assets, where it was undisputed that employees were no longer employed by employer.


[15] **Labor and Employment** 🔑 Bonus  
**Labor and Employment** 🔑 Vacation or Personal Holiday Pay

231H Labor and Employment  
231HIV Compensation and Benefits  
231HIV(A) In General  
231Hk175 Bonus  
(Formerly 255k72 Master and Servant)  
231H Labor and Employment  
231HIV Compensation and Benefits  
231HIV(A) In General  
231Hk180 Vacation or Personal Holiday Pay  
(Formerly 255k72 Master and Servant)

Former employees were entitled to vacation pay and bonuses from employer; employees were employed by company after it purchased employer's assets, asset exchange agreement between employer and company, providing that company agreed to indemnify and hold harmless the employer \* \* \* from any liability for vacation pay for any of employer's employees did not create an assumption of liability for vacation benefits but an assumption of responsibility to indemnify employer for any liability employer could incur for vacation pay for employer's

employees, vacation time awarded by company failed to compensate employees for vacation and bonuses owing from employer, and employer had obligation to pay vacation benefits and bonuses earned while employees were in employer's employ.

[170Ak2497.1](#) In General

Material issue of fact as to whether employer in good faith contested or disputed former employees' wage claim precluded summary judgment for employees on issue of liquidated damages under Pennsylvania wage payment and collection law.  [43 P.S. § 260.10](#).

[1](#) Cases that cite this headnote

**[16] Federal Civil Procedure**  [Employees and Employment Discrimination, Actions Involving](#)

[170A](#) Federal Civil Procedure

[170AXVII](#) Judgment

[170AXVII\(C\)](#) Summary Judgment

[170AXVII\(C\)2](#) Particular Cases

[170Ak2497](#) Employees and Employment Discrimination, Actions Involving

**All Citations**

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