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## OPINION OF TRUSTEES

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### In Re

Complainants: Employees  
Respondent: Employer  
ROD Case No: 88-195 - February 28, 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 Employees under the terms of the Employer Benefit Plan.

### Background Facts

The Complainants are employed in classified positions by the Respondent, a signatory employer. The representative for the Complainants states that beginning June 16, 1989 there was a work stoppage at the Respondent's operations.

The Respondent notified the Complainants by letter dated June 22, 1989 that if they did not return to work by July 1, 1989, their health and life insurance coverage would be terminated for the remainder of the unauthorized work stoppage. The Complainants were notified that they could elect to have the Respondent advance their insurance premiums for the month of July. Unless the Complainants instructed the Respondent otherwise by June 30, 1989, one-half of the applicable health insurance premium for July would be deducted from each of the Complainants' next two scheduled paychecks. Approximately 136 Employees elected to continue health benefits coverage and one-half of the insurance premium for July was deducted from their July 7, 1989 paychecks. Health benefits coverage was reinstated when the Complainants returned to work on July 17, 1989. Thus, the Respondent did not deduct the insurance premium for the remainder of the month from the Complainants' July 21, 1989 paychecks.

The Complainants contend that the Respondent should pay the medical bills incurred by them and their dependents from July 1, 1989 through July 16, 1989, and reimburse the Complainants for the insurance premiums deducted from their July 7, 1989 paychecks.

### Dispute

Whether the Respondent is required to provide health benefits coverage for the Complainants during a work stoppage and to reimburse the Complainants for the insurance premium deducted from their July 7, 1989 paychecks.

#### Positions of the Parties

Position of the Complainants: The 1988 Wage Agreement does not provide for the cancellation of health benefits coverage during a work stoppage; therefore, the Respondent is required to pay the medical expenses incurred by the Complainants and their eligible dependents during the period from July 1, 1989 through July 16, 1989 and to reimburse the Complainants for the insurance premium deducted from their July 7, 1989 paychecks.

Position of the Respondent: The Respondent is not required to provide health benefits coverage for the Complainants during the unauthorized work stoppage because the Complainants were not considered "active" or "working miners" and the 1988 Wage Agreement was in a state of suspension during the work stoppage. The Respondent contends that since the Plan provides for the termination of coverage during an approved leave of absence, it is reasonable to terminate coverage during an unapproved leave of absence such as the work stoppage in this case.

#### 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 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 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. of the Employer Benefit Plan provides:

#### 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
- (2) is on layoff or disabled from the Employer and had continuing eligibility as of the effective date of the Wage Agreement for coverage under the 1984 Employer's Benefit Plan ("prior Plan") as a laid-off or disabled employee. Coverage for such laid-off or disabled Employees shall not continue beyond the date when they would no longer have been eligible for such coverage under the provisions of the prior Plan.
- (3) Except as provided in paragraph (2) above, any Employee of the Employer who is not actively at work\* for the Employer on the effective date of the Wage Agreement will not be eligible for coverage under the Plan until he returns to active employment with the Employer.

Any Employee of the Employer who as of January 31, 1988, was eligible for benefits under the prior Plan who is not scheduled to work within two weeks after the effective date of the Wage Agreement because of lack of work, such an Employee will, for purposes of this Plan as of the effective date of the Wage Agreement but as an Employee on layoff as of such date.

- (4) A new Employee will be eligible for health benefits from the first day worked with the Employer.

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

Article III D. (1)(c) and (e) of the Employer Benefit Plan provide, in pertinent part:

Article III - Benefits

D. General Provisions

(1) Continuation of Coverage

(c) Leave of Absence

1. During any period for which an employee is granted an approved leave of absence for the purpose of accepting temporary employment with the United Mine Workers of America (UMWA) such Employee shall be eligible to continue health, life and accidental death and dismemberment insurance coverage for a period not to exceed 120 calendar days within any 12-month, period.

2. During any period for which an Employee is granted an approved leave of absence for any other reason, such Employee's eligibility for health, life and accidental death and dismemberment insurance coverage shall be terminated as of the day last worked and shall not be reinstated until the Employee returns to active work except as provided in paragraph 3 below.

(e) Quit or Discharge

If an Employee quits (for any reason) or is discharged, health, life and accidental death and dismemberment insurance coverage will terminate as of the date last worked...

Article III D. (2) of the Employer Benefit Plan provides:

(2) Advanced Insurance Premiums

In the event of an economic strike at the expiration of the 1988 Bituminous Coal Wage Agreement, the Employer will advance the premiums for its health, vision care, and life and accidental death and dismemberment insurance coverage for the first 30 days of such strike. Such advanced premiums shall be repaid to the Employer by such Employees through a check-off deduction upon their return to work. Should such a strike

continue beyond 30 days, the Union or such Employees may elect to pay premiums themselves.

### Discussion

The Complainants contend that the Respondent is required to provide health benefits coverage for the period during the work stoppage from July 1, 1989 through July 16, 1989. The Trustees have addressed the issue of an Employer's obligation under the Employer Benefit Plan to provide coverage for Employees during a work stoppage in ROD 88-181 (copy enclosed herein). In their decision in ROD 88-181, which assumed that the Wage Agreement was in full force and effect, the Trustees concluded that under the Employer Benefit Plan, the Employer was responsible for providing health benefits coverage for its Employees during the work stoppage. Accordingly, the Respondent is responsible for providing health benefits coverage for the Complainants for the period during the work stoppage from July 1, 1989 through July 16, 1989.

The Complainants also ask that the Respondent be required to reimburse them for health insurance premiums which the Respondent deducted from the Complainants' pay. The Trustees have previously held that Employers were not responsible for reimbursement of private insurance premiums even though the Trustees found the Employers to be obligated for coverage under the Employer Benefit Plan for the periods covered by the premiums. See RODs 81-17, 81-640 and 84-437. The RODs are distinguishable because in all of these cases the insurance was purchased by the beneficiaries on their own from third party insurers. In this instance the premiums are paid directly to the employer for a continuation of coverage in the Employer Benefit Plan. Thus, the Plan has met any obligations to pay benefits for the beneficiary. However, based on the Trustees assumption that the Wage Agreement was in full force and effect, there was no expiration of the Wage Agreement and therefore the premiums were collected in error. Therefore, the premiums must now be refunded to the beneficiaries.

### Opinion of the Trustees

Based upon the provisions of and consistent with the terms of the Employer Benefit Plan, the Respondent is responsible for providing health benefits coverage to the Complainants and their eligible dependents during the period of the work stoppage from July 1, 1989 through July 16, 1989, and for providing reimbursement for premiums paid by the Complainants to continue coverage during the work stoppage.