

OPINION OF TRUSTEES

In Re

Complainant: Employee
Respondent: Employer
ROD Case No: 107, December 18, 1980

Board of Trustees: Harrison Combs, Chairman; John J. O'Connell, Trustee; Paul R. Dean, Trustee.

Pursuant to Article IX of the United Mine Workers of America 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 and other non-pension benefits to an injured Employee by the Employer and hereby render their opinion on the matter.

Background Facts

The Employee sustained an injury while working for the Employer on February 26, 1979, and has not returned to work. As a result of the accident, the Employee became eligible for and continues to receive Workmen's Compensation benefits. Additionally, the Employer provided continued coverage of health and other non-pension benefits under the Employer's Plan. On February 27, 1980, the Employee was advised by the Employer that such benefits would be terminated as of March 1, 1980.

The Employee submitted an application for a Disability Pension to the UMWA Health and Retirement Funds on April 22, 1980. That application was denied inasmuch as he had not yet been awarded Social Security disability benefits. The Employee has recently received a Social Security disability award, however, and his application for a Disability Pension is under reconsideration.

Dispute

Is the Employer responsible for the provision of health and other non-pension benefits for the Employee after February 29, 1980? If so, for what period?

Position of Parties

Complainant: The Employee is entitled to health and non-pension benefit coverage by the Employer for as long as he remains disabled or receives Workmen's Compensation benefits.

Respondent: The Employer has not stated his position.

Applicable Regulations

o Article III E(1)(a),(b) of the Employer's Plan which provides:

E. General Provisions

(1) Continuation of Coverage

(a) Lay off

If an employee ceases work because of lay off, continuation of health, vision care, life and accidental death and dismemberment insurance coverage is as follows:

Numbers of Hours Worked for the Employer In the 24 Calendar Month Period Prior to the Date Last Worked	Period of Coverage Continuation from the Date Last Worked
- 2,000 or more hours	Balance of month plus 12 months
- 500 or more but less than 2,000 hours	Balance of month plus 6 months
- less than 500 hours 30 days	

(b) Disability - Except as otherwise provided in Article II, Section C, if an Employee ceases work because of disability, the Employee will be eligible to continue health, vision care, life and accidental death and dismemberment insurance coverages while disabled for the greater of (i) the period of eligibility for Sickness and Accident benefits, or (ii) the period as set forth in the schedule in (a) above.

o Article XI (c) of the National Bituminous Coal Wage Agreement of 1978 ("Wage Agreement") which provides:

(c) Commencement and Duration of Benefits

Sickness and Accident Benefits shall begin with the first day of disability resulting from an accident

Benefits for disability resulting from an accident, either on or off the job, shall be payable for a maximum of 52 weeks, regardless of the length of the Employer's classified employment with the Employer at the time of the accident.

Discussion

The Employee ceased work because of disability resulting from an accident in February, 1979. Under Article III (E)(1)(b) of the Employer's Plan, the Employee was entitled to continuation of coverage for the greater of (1) the period of eligibility for Sickness and Accident ("S&A") benefits, or (2) the period set forth in Article III (E)(1)(a). Under either criterion, the maximum period of eligibility for continued coverage is the balance of the month plus 12 months. The Employer provided continued coverage for that maximum period ending February 29, 1980. Accordingly, under Article III (E)(1)(b), the Employer was no longer responsible for providing continued coverage after that date.

The Employee may, however, regain his eligibility to receive health and other non-pension benefits under the Employer's Plan if his application for a Disability Pension is approved. Such coverage would be retroactive to the effective date of the pension. Until that decision is made, however, the Employer is under no obligation to provide coverage to the Employee.

Opinion of Trustees

The Trustees are of the opinion that the Employer is not responsible for the provision of benefits for the Employee beyond February 29, 1980. The Employer would again be responsible for coverage, however, if the Employee is awarded a Disability Pension.