

OPINION OF TRUSTEES

In Re

Complainant: Employee
Respondent: Employer
ROD Case No: 135, 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, born in November, 1955, was injured on November 10, 1977 while performing classified work for the Employer. He was awarded worker's compensation during the period he was disabled until his return to work on March 5, 1979. Pursuant to Article II C (3) of the UMWA 1974 Benefit Plan and Trust (1974 version), the Employee was provided health and other non-pension benefits from November 10, 1977, the date of his injury, until March 27, 1978, the effective date of the Employer's Plan. Pursuant to Article III.E. (1) of the Employer's Plan, the Employee was provided health and other non-pension benefits from March 27, 1978 until November, 1978, twelve months after the end of the month in which he was injured. The Employee did not receive any notification from the Employer regarding the termination of these benefits.

On January 12, 1979, the Employee was hospitalized for an emergency appendectomy for which hospital and medical charges of \$3,274.00 were incurred. On March 7, 1979, the Employee was notified by the Employer that he was ineligible for health benefits and that payment of the hospital and medical charges was denied.

Dispute

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

Position of Parties

Claimant's Position: The Employer feels that the refusal of the Plan Administrator to authorize payment is unfair and is the cause of great hardship for himself and his family. Additionally, the Employee claims that he did not receive a copy of the Employer's Plan after the signing of the 1978 National Bituminous Coal Wage Agreement although he requested a copy on two occasions. His attorney requested a copy in April, 1979, and the Employee made a similar request in July, 1979. Yet the Employee did not receive a copy of the Employer's Plan until August 27, 1979. The Employee also feels it was incumbent upon the Employer to notify him on or before November 30, 1978, that his benefits were terminated. No such notification was issued.

Employer's Position: In accordance with Article III E (1) (b) and (d) of the Employer's Plan, the Employee was eligible for the continuation of health benefit coverage until December 1, 1978 at which time his eligibility for benefits ceased. Accordingly, the Employee was not eligible for benefits on January 12, 1979 when he had the emergency appendectomy.

Pertinent Provisions

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

E. General Provisions

(1) Continuation of Coverage

(a) Layoff

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

Number 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.

Discussion

As provided by Article III.E.(1) of the Employer's Plan, the Employee was eligible for health and other non-pension benefits for a period of twelve months from the end of the month in which he was injured. The Employer provided the Employee with coverage for such benefits from March 28, 1978, the effective date of the Employer's Plan, until November 30, 1978, the end of the twelve-month period of eligibility. Coverage for the Employee terminated on November 30, 1978. Accordingly, the Employee was not eligible for health benefits on January 12, 1979.

The Employee claims that he was eligible for health benefits on January 12, 1979, because the Employer failed to notify him that his coverage for the Employee terminated in November 1978. The Employer's Plan does not require such notification.

Opinion of the Trustees

The Trustees are of the opinion that the Employer was responsible for providing the Employee with health and other non-pension benefits for the period from March 28, 1978 to November 30, 1978. The Employee became eligible again for such benefits on March 5, 1979, the date he returned to classified employment for the Employer.