OPINION OF TRUSTEES

In Re

Complainant: Employee Respondent: Employer

ROD Case No: <u>148,</u> January 27, 1981

<u>Board of Trustees</u>: 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 continuation of coverage for a disabled Employee by the Employer under the terms of the Employer's Benefit Plan and hereby render their opinion on the matter.

Background Facts

The Employee, born January 8, 1942, performed classified work for the Employer from June 19, 1967 until October 11, 1978, when he sustained a compensable mine injury. The Employee received Workmen's Compensation from October 1978 until May 23, 1980, when he returned to work. He was entitled to receive Sickness and Accident benefits from October 11, 1978 through October 11, 1979. Pursuant to Article III, E(1)(a) and (b) of the Employer's Benefit Plan, the Employer provided him with health and other non-pension benefits from October 11, 1978 until October 31, 1979, a period including the balance of the month in which he was injured plus twelve months. The Employee's health benefits were terminated effective November 1, 1979.

While he was receiving Workmen's Compensation and health benefits, the Employee attended retraining classes on April 24, 1979 and May 3, 1979. The Employee was paid for those two days after he returned to work.

Dispute	
Did the Employee's period of continued coverage begin on October 11, 1978, th injury, or on May 3, 1979, the last date he attended retraining classes?	e date of his

Position of Parties

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<u>Position of the Employee</u>: He feels that his 12 month period of continuation of coverage should have begun on the last date that he attended retraining class, particularly in view of the fact that his supervisors had instructed him to attend class.

<u>Position of the Employer</u>: The Employee was provided with continuation of coverage for the balance of the month plus 12 months from the last date worked, as provided by the Employers' Benefit Plan.

Pertinent Provisions

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

E. General Provisions

- (1) <u>Continuation of Coverage</u>
 - (a) <u>Layoff</u>

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 Period of coverage contining the 24 calendar month period prior untion from the date last to the date last worked.

Worked.

-- 2,000 or more hours

Balance of month plus 12 months.

-- 500 or more but less than 2,000 Balance of month plus hours

6 months.

-- Less than 500 hours

30 days

(b) <u>Disability</u>

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 coverage 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

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Article III E of the Employer's Plan authorizes the continuation of health and other non-pension benefits for an Employee who "ceases work because of disability" for the greater of the period of eligibility for Sickness and Accident benefits or the period set forth in III E I(a). Under Article III E 1(a), the period of continued coverage begins on the "date last worked" and is based upon the number of hours worked in the 24-month period prior to that date. The maximum period of continued coverage under Article III E 1(a) is the balance of the month in which the Employee last worked plus twelve additional months.

It is undisputed that the Employee is entitled to have his coverage continued from the "date last worked" for the balance of the month plus twelve months. The only dispute is over when the period of coverage begins and ends.

The Employee claims that May 3, 1979, the last date he attended retraining classes, is the "date last worked" for the purposes of computing the beginning date of continued coverage. That date, however, was not the date he ceased work <u>because of disability</u>. And, under Article III E, "date last worked" from which an Employee will be eligible to "continue" coverage, is the date the Employee "ceases work because of disability." That date was October 11, 1978.

Accordingly, the Employer properly continued the Employee's coverage from October 11, 1978, the date he ceased work because of disability, for the balance of October plus twelve months thereafter.

Opinion of the Trustees

The Trustees are of the opinion that the Employer had provided the Employee with health and other non-pension benefits for the maximum period required under the Employer's Benefit Plan during the period October 12, 1978 through October 31, 1979 and there is no evidence to show that the Employee qualified for additional continuation of coverage after that period ended.