

OPINION OF TRUSTEES

In Re

Complainant: Employee
Respondent: Employer
ROD Case No: 148, January 27, 1981

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 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, the date of his injury, or on May 3, 1979, the last date he attended retraining classes?

Position of Parties

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 because of disability. 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.