
OPINION OF TRUSTEES

In Re

Complainant: Employee
Respondent: Employer
ROD Case No: 150 - November 24, 1990

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 benefits for the spouse of an Employee by the Employer under the terms Of the Employers' Benefit Plan and hereby render their opinion on the matter.

Background Facts

On June 19, 1980, the Employee was suspended with intent to discharge by the Employer pursuant to the provisions of NBCWA of 1978. Subsequent to that suspension with intent to discharge, a hearing was held on July 2, 1980, and the discharge was sustained by the arbitrator. The Employee's health and other non-pension benefits were canceled by the Employer, effective as of the date last worked, June 19, 1980.

The Employee's spouse was hospitalized for observation and treatment of a back ailment from June 16, 1980 to July 12, 1980. The Employee requested that the Employer provide payment for the charges incurred by his spouse for the entirety of her hospital confinement through July 12, 1980. The Employer has provided coverage through June 19, 1980.

Dispute

Is the Employer responsible for coverage of all charges incurred by the Employee's spouse during her hospital confinement from June 16, 1980 to July 12, 1980?

Positions of the Parties

Position of Employee: The Employee is requesting an opinion as to the termination date of his suspension for the purpose of determining his spouse's allowable hospitalization coverage.

Position of Employer: According to Article-111, Subpart 5 of the Benefit Plan, health and other non-pension benefits shall terminate on the last day worked by an Employee who quits or is

Opinion of the Trustees

ROD Case No. 122

Page 2

discharged. Since the Employee last worked on June 19, 1980, the Employer has no liability for covered services and other benefits as of June 20, 1980.

Pertinent Provisions

- Article III, Section E(1)(e) of the Employers' Benefit Plan provides as follows:

If an Employee quits or is discharged, health, vision care, life, and accidental death and dismemberment insurance coverage will terminate as of the date last worked.

Discussion

Article III, Section E(1)(e) of the Employer's Plan provides that eligibility for benefits terminates as of the date last worked by an Employee who quits or is discharged. Similarly, the spouse's eligibility for benefits would also terminate as of June 19, 1980, the date her husband last worked.

Opinion of the Trustees

The Trustees are of the opinion that the Employer is only responsible for payment of charges incurred by the Employee's spouse during her hospital confinement from June 16, 1980 through June 19, 1980.