

OPINION OF TRUSTEES

In Re

Complainant: Employee
Respondent: Employer
ROD Case No: 312, June 29, 1982

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 benefit 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, who is 28 years old, sustained a compensable injury while at work for the Employer on December 17, 1979. He was off from work due to the injury through December 19, 1980, when he sustained severe permanent injuries in an automobile accident. The Employer provided health and non-pension benefit coverage for the Employee for a period of 12 months following his last work date, through December 31, 1980.

Dispute

Is the Employer responsible for coverage after December 31, 1980?

Positions of the Parties

Position of the Employee's Representative: The Employee should have benefit coverage for one year subsequent to a termination of his employment and not from the last day worked because of his compensable injury.

Position of the Employer: The Employer has provided benefit coverage for the Employee as required by the Plan.

Pertinent Provisions

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

(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 of Coverage Period Prior to the Date Last Worked	Continuation From the Date Last Worked
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2,000 or more hours	Balance of month plus 12 months
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500 or more but less than 2,000 hours	Balance of month plus 8 months
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Less than 500 hours	30 days
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(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 schedule (a) above.

(d) Maximum Continuation of Coverage

In no event shall any combination of the provisions (a), (b), or (c) above result in continuation of coverage beyond the balance of the month plus 12 months from the date last worked.

Discussion

Article III. E. (1) (a) of the Employer's Plan clearly provides that continuation of coverage commences following the "date last worked". Moreover, the Employer's Plan provides that the maximum continuation of coverage that an Employer is responsible to provide is the balance of the month plus 12 months from the date last worked.

The Parties agree that the Employee last worked for the Employer on December 17, 1979, when he sustained a compensable injury, and that the Employer provided the Employee with continuation of coverage from December 18, 1979 through December 31, 1980, the balance of the month from the date last worked plus 12 months. Therefore, no further benefit coverage is required.

Opinion of the Trustees

The Trustees are of the opinion that the Employer is not responsible for providing the Employee with benefit coverage after December 31, 1980.