
OPINION OF TRUSTEES

In Re

Complainant: Employee
Respondent: Employer
ROD Case No: 81-269 - March 26, 1984

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 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 Complainant, whose date of birth is October 11, 1930, incurred a compensable injury while performing classified work for the Respondent on August 15, 1979. As a result of that injury, he received temporary total disability payments from August 15, 1979, through February 5, 1980. For the period February 5, 1980 through January 21, 1982 the Complainant apparently did not receive Workers' Compensation benefits. He did, however, receive Sickness and Accident benefits from the Respondent for the period November 11, 1980, through November 9, 1981, which he subsequently repaid to the Respondent.

By order of the Commissioner of the Workers' Compensation Fund, dated January 21, 1982, setting aside earlier rulings on this claim, the injuries sustained on August 15, 1979 were found to constitute a twenty percent permanent partial disability. It was the finding of the Commission that the Complainant was entitled to permanent partial disability benefits for the period February 5, 1980, through August 18, 1981, and, effective that date, he was entitled to permanent total disability benefits. This determination resulted in retroactive payments to the Complainant in the amounts of \$13,691.28 from the Respondent and \$6,306.53 from the Workers' Compensation Fund for the period from February 5, 1980 to January 21, 1982, the latter figure representing the difference between permanent partial and permanent total disability rates. According to the Respondent, the Complainant will continue to receive permanent total disability benefits indefinitely.

The Complainant has worked at classified employment in the coal industry, for more than 20 years, including 13 years of signatory employment. He applied for a disabled miner's pension from the UMWA Health and Retirement Funds, but his application was denied because he was

not receiving Social Security Disability Insurance benefits under Title II of the Social Security Act.

Some time after the Workers' Compensation Fund declared the Complainant to be permanently and totally disabled within the meaning of the Workers' Compensation Law, the Complainant requested health benefits coverage, as a Disabled Employee, from the Respondent under Article II C. (2) of the Employer's Benefit Plan. The Respondent advised him that he was not eligible for benefits coverage because he was totally disabled on the date of his injury, August 14, 1979, at age 48, and did not meet the provisions of Article II C. (2), that a person be disabled within four (4) years of the date he would be eligible for pension benefits.

Dispute

Is the Respondent responsible to provide the Complainant with health benefits coverage as a Disabled Employee?

Positions of the Parties

Position of the Complainant: The Worker's Compensation Fund found the Complainant to be totally disabled due to a compensable injury as of January 21, 1982, after he had attained age 51. He is, therefore, eligible for health benefits coverage since he became disabled within four years of the date he would have been eligible for pension benefits.

Position of the Respondent: The Complainant became totally disabled in an accident at age 48. Therefore, he does not meet the provisions of Article II C. (2) of the Plan.

Pertinent Provisions

Article I (1), (2) and (4) of the Employer's Benefit Plan provide:

Article I - Definitions

The following terms shall have the meanings herein set forth:

- (1) "Employer" means (coal company).
- (2) "Wage Agreement" means the National Bituminous Coal Agreement of 1981, as amended from time to time and any successor agreement...
- (6) "Employee" shall mean a person working in a classified job for the Employer, eligible to receive benefits hereunder.

Article II C. (2) of the Employer's Benefit Plan provides:

Article II - Eligibility

The persons eligible to receive the health benefits pursuant to Article III are as follows:

C. Disabled Employees

In addition to disabled Pensioners who are receiving pension benefits and are therefore entitled to receive health benefits under paragraph B of this Article II, health benefits under Article III shall also be provided to any Employee who:

- (2) becomes totally disabled due to a compensable disability within four years of the date the Employee would be eligible to receive a pension under the 1974 Pension Plan or any successor thereto, as long as the Employee continues to be so disabled during the period for which Workers' Compensation payment (Workers' Compensation does not include Federal Black Lung Benefits) are applicable.

Discussion

The Complainant had received several permanent partial disability awards from mining injuries prior to his injury of August 15, 1979. On January 21, 1982, the State Workers' Compensation Fund ruled that, through the combined effect of all his injuries, he was permanently and totally disabled within the meaning of the State Workers' Compensation Law as of August 18, 1981, and furthermore ordered that he be paid permanent partial benefits retroactively to February 5, 1980.

The Complainant's Representative claims that the Complainant became totally disabled as of January 21, 1982, the date the State Workers' Compensation Fund declared him to be totally and permanently disabled. However, the Respondent's position is that total disability occurred at the instant of his accident of August 15, 1979, when the injury sustained on that date, combined with other compensable injuries, rendered him totally disabled.

Although the Workers' Compensation action was decided several years after the event which precipitated the Complainant's total disability, the fact that the Complainant received retroactive payment of benefits from February 5, 1980, is evidence that he became totally disabled prior to the January 21, 1982 administrative action. Inasmuch as the Complainant was awarded permanent total benefits as of August 18, 1981, the Trustees conclude that the onset date of his total disability was not later than August 18, 1981.

Article II C. (2) of the Employer's Benefit Plan provides that, for an individual to qualify for health benefits, he must have become totally disabled as a result of a compensable disability within four years of the date the Employee would be eligible to receive pension benefits.

The 1974 Pension Plan sets forth a minimum age requirement of fifty-five for service pension. Since the Complainant was fifty years of age on August 18, 1981, he fails to satisfy the above

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requirement for health benefits coverage under Article II C. (2). Accordingly, the Respondent is not required to provide health benefits coverage.

Opinion of the Trustees

The Complainant does not meet the eligibility requirements of Article II C. (2) of the Employer's Benefit Plan. Therefore, the Respondent is not responsible for the provision of health benefits coverage for the Complainant and his eligible dependents.