

OPINION OF TRUSTEES

In Re

Complainant: Employee
Respondent: Employer
ROD Case No: 81-283, August 29, 1983

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 benefits coverage for a laid-off Employee by the Employer under the terms of the Employer's Benefit Plan, and hereby render their opinion on the matter.

Background Facts

Information in the United Mine Workers of America ("UMWA") Health and Retirement Funds' records indicates that the Complainant had worked for the Respondent and the predecessor Employer for several years. The Respondent advises that the Complainant's date last worked was May 11, 1982, and that he was laid off on September 26, 1982. During the 24 consecutive calendar month period immediately prior to the Complainant's date last worked, the Respondent reported 2,000 hours worked for him to the UMWA Health and Retirement Funds.

The Respondent provided benefits coverage for the Complainant and his eligible dependents for the balance of May 1982 plus 12 months, through May 31, 1983.

Dispute

Is the Respondent responsible for the provision of benefits coverage for the Complainant and his eligible dependents beyond May 31, 1983?

Positions of the Parties

Position of the Complainant: The Complainant claims the Respondent is responsible for the provision of benefits coverage from the date of layoff for the balance of the month plus 12 months.

Position of the Respondent: The Complainant had worked more than 2,000 hours during the 24 month period prior to his date last worked and, therefore, benefits coverage was provided for the balance of the month in which he worked plus 12 months.

Pertinent Provisions

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

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 Wage Agreement of 1981, as amended from time to time and any successor agreement.
- (4) "Employee" shall mean a person working in a classified job for the Employer, eligible to receive benefits hereunder.

Article II. A (1) and (4) 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:

A. Active Employees

Benefits under Article III shall be provided to any Employee who:

- (1) is actively at work¹ for the Employer on the effective date of the Wage Agreement; or

¹ Actively at work includes an Employee of the Employer who was actively at work on March 26, 1981, and who returns to active work with the Employer two weeks after the effective date of the Wage Agreement.

(4) a new Employee will be eligible for health benefits from the first day worked with the Employer.

Article III. D. 1(a) of the Employer's Benefit Plan provides:

Article III - Benefits

D. General Provisions

1. Continuation of Coverage

(a) Layoff

If an Employee ceases work because of layoff, continuation of health, life and accidental death and dismemberment insurance coverage is as follows:

Number of Hours Worked for the Employer in the 24 Consecutive Calendar Month Period Immediately Prior to the Employee's Date Last Worked	Period of Coverage Continuation from the Date Last Worked
2,000 or more hours	Balance of month plus 12 months
500 or more but less than 2,000 hours	Balance of month plus 6 months
Less than 500 hours	30 days

Discussion

The schedule for the continuation of coverage under Article III. D. 1(a) clearly provides that the period of coverage continuation for a laid-of or disabled Employee is measured from the Employee's date last worked.

Inasmuch as the Respondent provided benefits coverage for the Complainant and his eligible dependents as provided in Article III. D. 1(a), it is not responsible for additional benefits coverage after May 31, 1983.

Opinion of the Trustees

The Trustees are of the opinion that the Respondent is not responsible for the provision of additional benefits coverage for the Complainant and his eligible dependents after May 31, 1983.