

OPINION OF TRUSTEES

In Re

Complainant: Employee
Respondent: Employer
ROD Case No: 81-330 - November 28, 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 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 had worked less than 500 hours during his period of employment with the Respondent, from October 1982, to November 25, 1982, when he was injured in an automobile accident. He was hospitalized from November 25, 1982, through November 30, 1982. Furthermore, he was under a physician's care for several months before he was released to return to work. However, the Respondent did not permit him to return to his job.

The Respondent did not provide the Complainant with health benefits coverage during the period November 25, 1982, through the date of his recovery from his injuries. The medical and hospital charges totalling \$4,997.15 have not been paid.

The Complainant was not covered by automobile insurance at the time of his accident on November 25, 1982.

Dispute

Is the Respondent responsible for the provision of health benefits coverage for the Complainant after his date last worked? If so, for what period of time?

Positions of the Parties

Position of the Complainant: The Respondent is responsible for the payment of the outstanding medical and hospital charges.

Position of the Respondent: The Respondent has not submitted a statement regarding its position on the matter.

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

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

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 <u>the Employee's Date Last Worked</u> | Period of <u>Last Worked</u> Coverage Continuation from the Date |
|-------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|
| 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 |

(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, life and accidental death and dismemberment insurance coverage while disabled for the greater of (i) the period of eligibility for Sickness and Accident benefits, or (ii) the period as set forth in the schedule in (a) above.

Discussion

Inasmuch as the Respondent did not submit a statement concerning its position on the dispute, the Trustees' opinion must be based on the evidence at hand.

The Complainant had worked less than 500 hours with the Respondent prior to the date of the automobile accident. As an employee with less than six months service, he was ineligible to receive Sickness and Accident benefits during his period of disability.

As an employee who ceased work because of disability, the Complainant was eligible for 30 days of benefits coverage from the date last worked under the provisions of Article III D(1)(a) and (b) (ii), based on his hours worked.

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The Trustees are of the opinion that the Respondent is responsible for the provision of health benefits coverage for the Complainant during the period November 25, 1982 through December 25, 1982.