

June 7, 1984

(Opinion issued in letter form; name and address deleted)

Re: Opinion of Trustees
Resolution of Dispute
Case No. 81-427

Pursuant to Article IX of the United Mine Workers of America ("UMWA") 1950 Benefit Plan and Trust, and under the authority of an exemption granted by the United States Department of Labor, the Trustees have reviewed your Request for Resolution of Dispute concerning the continuation of benefits coverage for a laid-off Employee.

The Employee worked 804 hours in a classified job for the Employer during the period January 29, 1981, to August 10, 1982, when he incurred a compensable injury. He was absent from work due to the Injury from August 11, 1982, to February 10, 1983. The Employee's absence from work continued after February 10, 1983 due to illness. The Employer provided the Employee and his eligible dependents with benefits coverage through June 3, 1983, because of his eligibility to receive Sickness and Accident ("S&A") benefits consistent with the provisions of Article III D.(1)(b) of Employer's Benefit Plan.

The Employee claims to have attempted to return to work July 13, 1983, but was not permitted to work because he refused to sign a broad medical release. On August 16, 1983, he was suspended with intent to discharge for failing to substantiate his absence from work for a certified illness. As a result of meetings between the Employer and Union representatives on August 18, 1983, the Employee was reinstated to the idle-day roster on August 19, 1983. He was subsequently laid off August 29, 1983, without having performed any duties for the Employer during that period.

The Employee was provided with benefits coverage from August 19 through September 14, 1983, at which time he inquired as to whether he was eligible for benefits coverage and was told he was not because he had not returned to work. Nevertheless, the Employer has agreed that, although it provided benefits coverage in error, it will pay charges incurred for health services rendered under the terms of the Employer Benefit Plan during the period August 19 through September 14, 1983.

The Employee believes he is entitled to continuation of coverage based on his hours worked for the Employer in the twenty-four (24) consecutive months immediately prior to August 29, 1983, his date of lay-off.

Opinion of Trustees
Resolution of Dispute
Case No. 81-427
Page 2

The issue of when an individual's continuation of coverage should commence has previously been addressed by the Trustees in connection with Resolution of Dispute cases, including cases 81-279 and 81-283. Consistent with their earlier decisions, the Trustees conclude that continuation of coverage commences with the last date worked. Therefore, since the Employee last worked August 10, 1982, his period of continuation of coverage must commence on that date. Furthermore, since the Employer provided coverage for the period through June 3, 1983, during which the Employee was eligible for S&A benefits under Article III D.(1)(b), it has fulfilled its obligation under the terms of the Employer's Benefit Plan.

In a related matter, the Employee has questioned the Employer's insurance carrier's denial of charges for consultant's services incurred by his wife on February 12, 1983. The reason given for the denial was that the "expenses were prior to [the] patient's effective date." Since these services were provided during the Employee's period of coverage as described above, the Trustees conclude that payment for these services, subject to those limitations set forth in the Plan, are the responsibility of the Employer.

Sincerely,

Harrison Combs, Chairman

John J. O'Connell, Trustee

Paul R. Dean, Trustee