
OPINION OF TRUSTEES

In Re

Complainant: Disabled Employee
Respondent: Employer
ROD Case No: 81-488 - October 29, 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 was employed by the Respondent in classified work from April 24, 1973, to December 29, 1982. The Respondent's records indicate that the Complainant was absent from work due to illness from November 12, 1982, to November 28, 1982. The Complainant was laid off December 31, 1982, and was provided benefits coverage by the Respondent through December 31, 1983, based on more than 2,000 hours worked during the 24 consecutive calendar month period immediately prior to his date last worked.

The Complainant filed for Social Security Disability Insurance Benefits under Title II of the Social Security Act and his benefits were approved effective June 1983. He filed an application for pension benefits under the UMWA 1974 Pension Plan on January 11, 1984.

On April 13, 1984, the Complainant was advised by letter that the Funds had reviewed his work history and on the basis of his 20 1/4 years of credited service, combined with his age (under 55), and evidence that he was awarded Social Security Disability Insurance benefits, it had been determined that he may be eligible for health benefits as a disabled miner. He was advised to contact his last signatory employer, the Respondent, which also received a copy of that letter.

The Respondent does not disagree that the Complainant has the required credited service in the coal industry to qualify for a pension at age 55 and that he is receiving Social Security Disability

Benefits. The Respondent contends the Complainant was physically able to perform his classified duties up to the date of layoff and that the Respondent's obligation to provide him with the respondent's benefits coverage relates to his status as of December 29, 1982, his last date worked.

The Respondent has not provided the Complainant with health benefits coverage since December 31, 1983.

Dispute

Is the Respondent responsible for the provision of health benefits coverage for the Complainant and his eligible dependents?

Positions of the Parties

Position of the Complainant's Representative: Is the Respondent responsible for the provision of health benefits coverage for the Complainant?

Position of the Respondent: Any disability which ensued subsequent to the Complainant's layoff has no bearing upon his present eligibility for continued health benefits coverage.

Pertinent References

Article I, (1), (2), (4) and (9) 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.
- (9) "Signatory Service" shall have the meaning assigned to such term in the United Mine Workers of America 1974 Pension Plan (the "1974 Pension Plan) or any successor thereto.

Article II. C. (1) and (2) of the Employer's Benefit Plan provide:

Article II - Eligibility

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:

(1) (a) Has completed 20 years of credited service, including the required number of years of signatory service pursuant to Article IV C (6) of the 1974 Pension Plan or any corresponding paragraph of any successor thereto, and

(b) has not attained age 55, and

(c) became disabled after December 6, 1974 while in classified employment with the Employer, and

(d) is eligible for Social Security Disability Insurance Benefits under Title II of the Social Security Act or its successor;

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

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	Date Last Worked	Period of Coverage Continuation from the
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 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

Under Article II. C. (1) of the Employer's Benefit Plan, a disabled Employee is eligible for benefits coverage if he has not attained age fifty-five; satisfies the twenty-year service pension Eligibility Requirement under the UMWA 1974 Pension Plan; became disabled after December 6, 1974, while in classified employment with the Employer; and is eligible for Social Security Disability Insurance ("SSDI") benefits under Title II of the Social Security Act. The Complainant satisfies the service pension eligibility requirements of the UMWA 1974 Pension Plan and is not yet age 55. He received an SSDI award effective June 1983, which was five months after his date last worked but during his 12-month eligibility period for continuation of coverage. This award establishes that he became disabled after December 6, 1974. The issue is whether the Complainant became disabled while in classified employment with the Employer.

Article I (4) defines an "Employee" as a person working in a classified job for the Employer, eligible to receive benefits hereunder. Although the Complainant was not actively at work at the time of the onset of his disability, he was receiving benefits as an Employee on layoff pursuant to Article III D (1) and must, therefore, be considered an "Employee" within the meaning of Article I (4). Consequently, he also meets the requirement of having become disabled while in classified employment with the Employer. Based on these facts the Complainant satisfies the benefits coverage eligibility requirements of Article II. C. (1) of the Employer's Benefit Plan.

Accordingly, the Complainant and his eligible dependents are eligible for benefits coverage under the Employer's Benefit Plan.

Opinion of the Trustees

The Respondent is responsible for the provision of health benefits coverage for the Complainant and his eligible dependents. Because the Complainant's disability commenced during the period of continuation of benefits coverage as a laid-off miner, the Respondent is responsible to provide such coverage beginning January 1, 1984, the day after coverage was terminated as a laid-off miner, and continuing for as long as the Complainant continues to satisfy the above-referenced requirements.