

OPINION OF TRUSTEES

In Re

Complainant: Disabled Employee
Respondent: Employer
ROD Case No: 81-557 - March 25, 1985

Board of Trustees: Harrison Combs, Chairman; Joseph P. Brennan, Trustee; William Miller, Trustee; Paul R. Dean, Trustee.

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 the facts and circumstances of this dispute concerning health benefits coverage for a Disabled Employee by the Employer under the terms of the Employer Benefit Plan. They hereby render their opinion on the matter.

Background Facts

The Complainant was a classified Employee for the Respondent until January 24, 1983, when he was injured on the job. Information previously submitted by the Employer to the Funds shows that he worked a total of 2,338 hours in the 24 month period immediately preceding the accident. In October 1984, a Workmen's Compensation settlement was awarded to the Complainant. Although the Respondent continued to provide health benefits coverage for him until January 24, 1984, the Complainant believes that his coverage should have extended through the entire month of January 1984. The Respondent maintains that it is responsible to the Complainant for only 52 weeks of health coverage as provided by Article XI of the National Bituminous Coal Wage Agreement of 1981.

Dispute

For what period is the Respondent responsible for providing health benefits coverage for the Complainant?

Positions of the Parties

Position of the Complainant: The Respondent is responsible for health benefits coverage for the Complainant through January 31, 1984.

Position of the Respondent: The Respondent is responsible for health benefits coverage through January 24, 1984, as specified in Article XI of the National Bituminous Coal Wage Agreement of 1981.

Pertinent Provisions

Article XI, Section (c) of the National Bituminous Coal Wage Agreement of 1981 provides:

Article XI - Sickness and Accident Benefits

Section (c) Commencement and Duration

Sickness and Accident Benefits shall begin with the first day of disability resulting from an accident, and with the eighth day of disability resulting from sickness, except that if the Employee is hospitalized because of a disabling sickness requiring surgical treatment or intensive care, benefits shall begin with the first full day of hospitalization.

Benefits for disability resulting from an accident, either on or off the job, shall be payable for a maximum of 52 weeks, regardless of the length of the Employee's classified employment with the Employer at the time of the accident.

Article I (1), (2) and (4) of the Employer 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. C (3) of the Employer Benefit Plan provides:

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:

(3) Is receiving or would, upon proper application, be eligible to receive Sickness and Accident Benefits pursuant to the Wage Agreement.

Life and Accidental death and dismemberment insurance shall also be provided to Employees described in (3) above.

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

Article III - Benefits

D. General Provisions

(1) Continuation of Coverage

(a) Layoff

If an Employee ceases work because of a 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 <u>Last Worked</u>	Period of Coverage Continuation from the <u>Last Worked Date</u>
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 accident 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 (a) above.

Discussion

Article III D. (1)(b) of the Employer Benefit Plan states that, "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 indicated schedule. An Employee who worked in excess of 2,000 hours during the 24 month period prior to his date last worked is eligible for continued coverage for the balance of the month in which he last worked plus twelve months. The Complainant was employed by the Respondent from 1976 to January 24, 1983, when he became disabled due to an accident at work. The Complainant worked in excess of 2,000 hours for the Respondent during the 24 month period prior to his date last worked. In accordance with Article XI of the National Bituminous Coal Wage Agreement of 1981, he became eligible for Sickness and Accident Benefits (S&A) for a maximum period of 52 weeks, beginning with the first day of disability.

Under Article III.D. of the Employer Benefit Plan and the schedule of hours in Article III.C. for determining continuation of coverage, the Complainant qualifies for continued coverage for the remainder of the month in which he last worked plus twelve months, or through January 31, 1984. Consequently, because this period is greater than that to which he was entitled under the S&A provisions, the Complainant is eligible for coverage through January 31, 1984.

Opinion of the Trustees

It is the opinion of the Trustees that the Respondent is responsible for the provision of benefits coverage to the Complainant up to and including January 31, 1984.