

OPINION OF TRUSTEES

In Re

Complainant: Disabled Employee
Respondent: Employer
ROD Case No: 81-582 - June 24, 1985

Board of Trustees: Joseph P. Connors, Sr., Chairman; Paul R. Dean, Trustee; William B. Jordan, Trustee; William Miller, Trustee; Donald E. Pierce, Jr., 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 the provision of health benefits coverage for a disabled Employee under the terms of the Employer Benefit Plan. They hereby render their opinion on the matter.

Background Facts

The Complainant performed classified work for the Respondent from 1963 through March 30, 1984, at which time he signed a "quit slip" to preserve his eligibility for Federal Black Lung benefits. In accordance with the Federal Mine Safety and Health Act of 1977, in order to preserve eligibility for Federal Black Lung benefits, a miner must terminate coal mine employment within one year after a final determination of eligibility for Black Lung benefits is made. On April 26, 1984, the Complainant visited his physician and obtained a statement of disability which he submitted to the Respondent. On April 30, 1984, this statement and a Notice of Disability form were submitted by the Respondent to its Sickness and Accident (S&A) insurance carrier. Effective May 1, 1984, the Complainant received S&A payments which continued through April 1985.

The Complainant states that even though he received S&A benefits through April 1985, his health benefits coverage was terminated in April 1984. He maintains that he is entitled to health benefits coverage during the period when he received Sickness and Accident benefits.

The Respondent states that it does not consider the Complainant to be "disabled" since he worked for almost a year after he was notified of his eligibility for Black Lung benefits. It maintains that because the Complainant voluntarily left employment on March 30, 1984, his health benefits coverage was rightfully terminated in April 1984.

Dispute

Is the Respondent responsible for providing health benefits coverage for the Complainant while he is receiving Sickness and Accident benefits?

Positions of the Parties

Position of Complainant: The Complainant is asking if he is eligible to receive health benefits coverage during the period he is receiving Sickness and Accident benefits.

Position of Respondent: The Respondent is not responsible for the Complainant's health benefits coverage past March 30, 1984.

Pertinent Provisions

Article I, (1), (2) and (4) of the Employer 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 C. (3) of the 1981 Employer Benefit Plan provides:

Article II - Eligibility

The persons eligible to receive the health benefits pursuant to Article III are as follows:

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.

Article III. D. (1)(e) of the Employer Benefit Plan provides:

Article III - Benefits

D. General Provisions

1. Continuation of Coverage

(e) Quit or Discharge

If an Employee quits or is discharged, health, life and accidental death and dismemberment insurance coverage will terminate as of the date last worked.

Discussion

The Complainant worked as a classified employee for the Respondent from 1963 through March 30, 1984, when he left his employment to preserve his eligibility for Federal Black Lung benefits. Following submission of a statement of disability to the Respondent, the Complainant was paid S&A benefits from May 1984 through April 1985.

Article II C (3) of the Employer Benefit Plan states that health benefits shall be provided to any Employee who "is receiving....Sickness and Accident benefits...." The Trustees therefore conclude that because the Complainant received Sickness and Accident benefits from May 1984 through April 1985, he, is entitled to receive health benefits coverage for that period.

Opinion of the Trustees

The Respondent is responsible for providing health benefits coverage for the Complainant during the period May 1984 through April 1985 while he received Sickness and Accident benefits.