

OPINION OF TRUSTEES

In Re

Complainant: Disabled Employee
Respondent: Employer
ROD Case No: 81-704 - September 3, 1986

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 benefits coverage for a disabled Employee under the terms of the Employer Benefit Plan.

Background Facts

The Complainant, 44 years of age, last worked in a classified position for the Respondent on December 3, 1981 and has been awarded a total of twenty (20) years of credited service. The Respondent was signatory to the 1981 and 1984 National Bituminous Coal Wage Agreements. The Complainant did not return to active coal industry employment after December 3, 1981 and was awarded Social Security Disability Insurance benefits based on a heart and nerve condition, effective June 1, 1982. The Complainant applied for pension benefits under the 1974 Pension Plan and was notified by the Funds on March 10, 1986 that he may be eligible for health benefits from the Respondent since he was working in a classified signatory position when he became disabled, and since he 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.

The Complainant claims that the Respondent has refused to provide his health benefits. The Respondent has failed to respond to repeated correspondence from the Funds regarding its position in this dispute.

Dispute

Is the Complainant eligible for health benefits from the Respondent?

Position of the Complainant

The Respondent is responsible for the provision of health benefits to the Complainant as a disabled Employee.

Position of the Respondent

The Respondent has not provided its position In this dispute.

Pertinent Provisions

Article I (1), (2) and (4) of the Employer Benefit Plan provide:

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. of the Employer Benefit Plan provides:

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, 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;

Discussion

Article II (C) of the 1981 Employer Benefit Plan provides that for an individual to qualify for health benefits coverage he must not have attained the age of 55; he must have become disabled after December 6, 1976 while working for a signatory employer in a classified position; he must be eligible for Social Security Disability Insurance benefits; and he must have 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. Inasmuch as the Complainant was working for the Respondent at the time he became disabled, is receiving Social Security Disability Insurance benefits, has not attained the age of 55, and has met the 20 year service requirement stated above, he is eligible for health benefits from his last signatory Employer.

Opinion of the Trustees

The Respondent is responsible for the provision of health benefits coverage to the Complainant as a disabled Employee.