
OPINION OF TRUSTEES

In Re

Complainant: Employee
Respondent: Employer
ROD Case No: 84-111 - April 29, 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 level of health benefits coverage for an Employee under the terms of the Employer Benefit Plan.

Background Facts

The Complainant began working for the Respondent in a classified position on April 11, 1977. In June, July and August 1985, the Complainant was disciplined by the Respondent for excessive absenteeism and the Respondent suspended the Complainant with the intent to discharge him on September 9, 1985. The Complainant subsequently filed a grievance, and an arbitration hearing was held on September 20, 1985. In his written decision of September 23, 1985, the arbitrator ruled that the Complainant was suspended without compensation for an additional thirty working days beginning on September 20, 1985. Furthermore, the Complainant was to be allowed to return to work at the conclusion of the thirty day period if the Complainant was able to provide the Respondent with releases from his attending physicians. Such releases were to state that the Complainant was able to return to work on a full-time basis with no expectation of future complications which could result in new absences. If the Complainant was unable to provide such releases, the discharge would be upheld. The Complainant obtained the required releases and returned to work for the Respondent on November 1, 1985.

The Respondent has denied responsibility for the provision of health benefits coverage for the Complainant during his period of suspension stating that inasmuch as the Complainant was suspended without compensation, he could not be considered an active Employee within the meaning of Article II A. of the Employer Benefit Plan and was therefore precluded from health benefits coverage under Article III of the Plan. Additionally, the Respondent has stated that health benefits coverage for the Complainant was reinstated as of November 1, 1985, the date the Complainant returned to work for the Respondent.

The Complainant has asked that the Respondent be responsible for the provision of health benefits coverage during his period of suspension. Furthermore, the Complainant has asked that

the Respondent reimburse him for all "verifiable and legitimate expenses concerning his protest of such arbitrary actions taken by the company (mileage, interest on loans to cover medical expenses, etc.)".

Dispute

Is the Respondent responsible for the provision of health benefits coverage for the Complainant during his period of suspension and for the reimbursement of non-medical expenses incurred by the Complainant during this period as a result of the Respondent's actions?

Position of the Parties

Position of the Complainant: The Respondent is responsible for the provision of health benefits coverage for the Complainant during his period of suspension. The Respondent is also responsible for the reimbursement of associated non-medical expenses incurred by the Complainant during this period as a result of the Respondent's actions.

Position of the Respondent: The Respondent is not responsible for the provision of health benefits coverage for the Complainant during his period of suspension as the Complainant was not an active Employee within the meaning of Article II A. of the Employer Benefit Plan and was therefore precluded from health benefits coverage under Article III of the Plan.

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 1984, 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 A. (1) and (4) of the Employer Benefit Plan provide:

Article II - Eligibility

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

A. Active Employees

Benefits under Article III shall be provided to any Employee who:

- (1) is actively at work for the Employer on the effective date of the Wage Agreement;
or
- (2) is on layoff or disabled from the Employer and had continuing eligibility as of the effective date of the Wage Agreement for coverage under the 1978 Employer's Benefit Plan ("prior Plan") as a laid off or disabled employee. Coverage for such laid-off or disabled Employees shall not continue beyond the date when they would no longer have been eligible for such coverage under the provisions of the prior Plan.
- (3) Except as provided in paragraph (2) above, any Employee of the Employer who is not actively at work* for the Employer on the effective date of the Wage Agreement will not be eligible for coverage under the Plan until he returns to active employment with the Employer.

Any Employee of the Employer who, as of September 30, 1984, was eligible for benefits under the prior Plan who is not scheduled to work within two weeks after the effective date of the Wage Agreement because of lack of work, such an Employee will, for purposes of this Plan, be considered eligible for coverage under this Plan as of the effective date of the Wage Agreement but as an Employee on layoff as of such date.

- (4) A new Employee will be eligible for health benefits from the first day worked with the Employer.

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 (for any reason) or is discharged, health, life and accidental death and dismemberment coverage will terminate as of the date last worked. An Employee who ceases work and will be found to be eligible for health benefits as a retiree on the first of the month subsequent to the date on which he last worked shall be eligible for benefits without interruption as provided by the Plan from the date he last worked.

* Actively at work includes an Employee of the Employer who was actively at work on September 30, 1984, and who returns to active work with the Employer two weeks after the effective date of the Wage Agreement.

Discussion

The Complainant has asked that the Respondent be found responsible for the provision of health benefits coverage during his period of suspension from September 9, 1985 through October 31, 1985. The Respondent has denied responsibility for the provision of health benefits coverage during the Complainant's period of suspension, contending that inasmuch as the Complainant was not actively at work during this period, the Complainant did not satisfy the definition of an Employee as set forth in Article I (4) of the Employer Benefit Plan and was not eligible for health benefits as an "active Employee" under Article II A. of the Plan. The Respondent reinstated health benefits coverage for the Complainant as of November 1, 1985, the date the Complainant returned to work for the Respondent.

Article I (4) of the Employer Benefit Plan defines "Employee" as "a person working in a classified job for an Employer," In ROD 166 (enclosed herein), the Trustees determined that an individual need not be physically performing classified work for an Employer at the time in question to be deemed an "Employee". Moreover, the Plan recognizes that the term "Employee" may include individuals not actively at work, For example, Article II A (3) excludes from coverage those Employees not actively at work on the effective date of the Wage Agreement. Although the Complainant was not physically performing work for the Respondent during the period of his suspension, his employment relationship with his Employer had not been severed. Indeed, the Arbitrator ruled that the Complainant could return to work following the suspension if certain conditions were met. Thus, during the period of suspension, the Complainant remained an "Employee" within the meaning of Article I (4).

Under Article II A. of the Employer Benefit Plan, health benefits are provided to "active Employees" which include those Employees actively at work for the Employer on the effective date of the Wage Agreement. Because the Complainant was actively at work for the Respondent on the effective date of the National Bituminous Coal Wage Agreement of 1984, his eligibility for health benefits under the 1984 Employer Benefit Plan commenced on that date. The only conditions under which his coverage could be terminated are set forth in Article III D (I) (e) of the Plan, which provides that if an Employee quits or is discharged, health and other non-pension benefits will cease as of the date last worked. Although the Complainant was suspended from work between September 9 and September 31, 1985, he was not discharged, and he did not quit. In fact, he returned to work on November 1, 1985, pursuant to the award of an Arbitrator. Thus because the Complainant satisfied the definition of "active Employee" on the effective date of the Wage Agreement and had not quit or been discharged prior to the suspension, he is entitled to health benefits coverage for the period of his suspension.

The Complainant has additionally asked that the Respondent be responsible for the reimbursement of mileage and loan interest incurred as a result of his protest of the Respondent's

actions. The National Bituminous Coal Wage Agreement of 1984 contains no specific provisions requiring the Employer to reimburse Employees for such charges. Under the Plan, the Employer's obligation is limited to reimbursing an eligible Employee for medical charges which are covered under the terms of the Employer Benefit Plan. Therefore, the Trustees are of the opinion that the Respondent is not responsible under the Plan for the reimbursement of mileage and loan interest charges.

Opinion of Trustees

The Respondent is responsible for the provision of health benefits coverage for the Complainant and his eligible dependents during the Complainant's period of suspension from September 9, 1985 through October 31, 1985. The Respondent is not responsible under the Employer Benefit Plan for reimbursing the Complainant for any non-medical charges incurred in protest of the Respondent's actions.