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OPINION OF TRUSTEES

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In Re

Complainant: Disabled Pensioner  
Respondent: Employer  
ROD Case No: 84-139 - March 25, 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 health benefits coverage for a Pensioner under the terms of the Employer Benefit Plan.

Background Facts

On March 16, 1977 the Complainant sustained a work-related injury while working in a classified job for the Respondent. The Complainant's last classified signatory employment in the coal industry was for the Respondent on March 21, 1977. Except for two or three days in August 1977 when Jones attempted to return to work outside the coal industry, he has been unemployed since he last worked for the Respondent.

The Complainant filed for Social security Disability Insurance benefits under Title II of the Social Security Act. His application was approved on May 9, 1979, effective September 1, 1978.

The Complainant filed an application for disability pension benefits under the UMWA 1974 Pension Plan on July 18, 1979. His application was initially denied as he was unable to adequately establish the occurrence of a mining accident which resulted in his total disability. Following an administrative hearing, the denial of his application was sustained on appeal. However, on October 22, 1985, the United States Court of Appeals for the Fourth Circuit upheld the District Court's finding that the Complainant's disability resulted from the mine injury 04 March 16, 1977, and awarded him disability pension benefits. On December 3, 1985, the Complainant was notified that he was eligible for a Minimum Disability pension from the Funds, retroactive to October 1, 1978, the month following the month in which his Social Security Disability Insurance benefits were awarded. He was advised to contact his last signatory employer, the Respondent, concerning the provision of health benefits coverage as a disabled pensioner. The Respondent also received a copy of that letter but has not provided the Complainant with health benefits coverage.

The Respondent believes it has no responsibility for the provision of the Complainant's health benefits coverage since it has been unable to find an accident report confirming the Complainant's injury. The Respondent also maintains that the Complainant was released to go back to work in 1977 after his injury. Consequently, the Respondent questions whether the Complainant is disabled and entitled to a Social Security Disability Insurance Award.

### 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: The Complainant asks whether the Respondent is responsible for the provision of health benefits coverage for himself and his eligible dependents.

Position of the Respondent: The Respondent denies responsibility for the Complainant's health benefits as it contests the fact that the Complainant is disabled and entitled to a Social Security Disability Insurance Award.

### Pertinent Provisions

Article I (1), (2) and (5) of the 1978 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 1978, as amended from time to time and any successor agreement.
- (5) "Pensioner" shall mean any person who is receiving a pension, other than a deferred vested pension based on less than 20 years of credited service, under the United Mine Workers of America 1974 Pension Plan, (or any successor thereto), whose last classified employment was with the Employer.

Article I (1), (2) and (59 of the 1981 and (1984] 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 [1984], as amended from time to time and any successor agreement.
- (5) "Pensioner" shall mean any person who is receiving a pension, other than (i) a deferred vested pension based on less than 20 years of credited service, or (ii) a pension based in whole or in part on years of service credited under the terms of Article II G of the 1974 Pension Plan, or any corresponding paragraph of any successor thereto, under the 1974 Pension Plan (or any successor thereto), whose last classified signatory employment was with the Employer, subject to the provisions of Article II B of this Plan.

Article II B of the 1978 Employer Benefit Plan provides:

B. Pensioners

Health benefits and life insurance under Article III hereof shall also be provided to any Pensioner who is receiving pension benefits under the 1974 Pension Plan, or any successor thereto, provided that (i) the Pensioner is not receiving a pension based in whole or in part on years of service credited under the terms of Article II G of the 1974 Pension Plan, or any corresponding paragraph of any successor thereto, or (ii) that the Pensioner is not receiving a deferred vested pension based on less than 20 years of credited service. Notwithstanding (i) and (ii) immediately above, any such Pensioner who was eligible for benefits under the 1974 Benefit Plan as a Pensioner on December 5, 1977, shall be eligible for such benefits, subject to all other provisions of this Plan. Health benefits shall not be provided for any month in which the Pensioner earns more than \$200.

Article II B (1) of the 1981 [1984] Employer Benefit Plan provides:

Article II - Eligibility

B. Pensioners

Health benefits and life insurance under Article III hereof shall be provided to Pensioners as follows:

- (1) Any Pensioner who is not again employed in classified signatory employment subsequent to
  - (a) such Pensioner's initial date of retirement under the 1974 Pension Plan, and
  - (b) June 7, 1981 [October 1, 1984] shall be eligible for coverage as a Pensioner under, and subject to all other provisions of this Plan. Notwithstanding (i) and (ii) of the definition of Pensioner in

Article 1 (5) of this Plan, any such Pensioner who was eligible for benefits under the 1974 Benefit Plan as a Pensioner on December 5, 1977, shall be eligible for such benefits, subject to all other provisions of this Plan.

#### Discussion

The Respondent has refused to provide health benefits coverage for the Complainant and his eligible dependents, claiming that it has been unable to find an accident report in the Company's records to confirm the Complainant's injury of March 16, 1977. This claim notwithstanding, Funds records indicate that the Complainant received Sickness and Accident benefits over a period of twenty-six weeks, ending on February 9, 1978.

The Respondent also claims that the Complainant was released to return to work in 1977, and therefore was not totally disabled as a result of his injury of March 16, 1977. This release notwithstanding, the Complainant was unable to return to work, and in May 1979, a Social Security Administrative Law Judge determined that the Complainant was totally disabled as of September 1, 1978 and eligible for Social Security Disability Insurance (SSDI) benefits. The Complainant filed an application for disability pension benefits under the UMWA 1974 Pension Plan on July 8, 1979.

Article II B. of the 1978, 1981 and 1984 Employer Benefit Plans establishes that an individual who is eligible for pension benefits under the UMWA 1974 Pension Plan is eligible for health benefits coverage under the Employer Benefit Plan. Inasmuch as the Complainant was awarded a UMWA 1974 Pension Plan Minimum Disability pension on December 3, 1985, retroactive to October 1, 1978, the Complainant is eligible for health benefits coverage under the Employer Benefit Plan established by his last signatory employer, the Respondent. Therefore, the Respondent is responsible for the provision of health benefits coverage for the Complainant and his eligible dependents, effective October 1, 1978, for as long as the Complainant continues to satisfy those requirements.

#### Opinion of the Trustees

The Complainant meets the requirements of eligibility as provided by Article II B of the Employer Benefit Plan. Therefore, the Respondent is responsible for the provision of health benefits coverage for the Complainant and his eligible dependents, effective October 1, 1978, for as long as the Complainant continues to satisfy those requirements.