
OPINION OF TRUSTEES

In Re

Complainant: Disabled Employee
Respondent: Employer
ROD Case No: 84-190 - July 28, 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") 1980 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 performed classified work for the Respondent from November 3, 1969 until November 17, 1984 when he suffered a cerebral hemorrhage as the result of an aneurysm. According to Funds' records, the Complainant worked 2,862 hours for the Respondent during the 24-month period immediately prior to his date last worked. Because of his physical condition, the Complainant was unable to return to work until April 2, 1986.

The Respondent states that it provided continued health benefits coverage for the Complainant from November 17, 1984 through November 30, 1985. The Complainant was eligible for Sickness and Accident benefits for a period of 52 weeks. When the Complainant returned to work on April 2, 1986, his benefits were reinstated as an active Employee.

The union representative for the Complainant asks that the Respondent be found responsible for coverage of all medical services relative to the Complainant's aneurysm and cerebral hemorrhage, regardless of the dates such services are rendered.

Dispute

Is the Respondent responsible for providing health benefits coverage relative to the Complainant's disabling condition beyond November 30, 1985?

Position of the Parties

Position of the Complainant's Representative: The Respondent is responsible for providing coverage for all medical services relative to the Complainant's aneurysm and cerebral hemorrhage.

Position of the Respondent: The Respondent is only responsible for providing continued benefits coverage for the Complainant from November 17, 1984 through November 30, 1988.

Pertinent Provisions

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 (name of 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 C. (3) of the 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.

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

Article III A. (11)(a) 2(ii) and D. (1)(a),(b) and (d) of the Employer Benefit Plan provide:

Article III - Benefits

A. Health Benefits

(11) General Exclusions

(a) In addition to the specific exclusions otherwise contained in the Plan, benefits are also not provided for the following:

2. Services rendered

(ii) subsequent to the period after which a Beneficiary is no longer eligible for benefits under the Plan;

D. General Provisions

(1) Continuation of Coverage

(a) Layoff

If an Employee ceases work because of layoff, continuation of health, life and accidental death and dismemberment insurance coverage is as follows:

<u>Numbers of Hours Worked for the Employer in the 24 Consecutive Calendar Month Period Immediately Prior to the Employee's Date Last Worked</u>	<u>Period of Coverage Continuation from the Date Last Worked</u>
2,000 or more hours	Balance of month plus 12 months
500 or more but less than hours	Balance of month plus 6 months 2,000
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 accidental 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 in (a) above.

(d) Maximum Continuation of Coverage

In no event shall any combination of the provisions of (a), (b), (c), (e) or (g) above result in continuation of coverage beyond the balance of the month plus 12 months from the date last worked.

Discussion

Under Article III D. of the Employer Benefit Plan, the Employer is required to provide continued health benefits coverage to a disabled Employee for the greater of his period of eligibility for Sickness and Accident benefits or his period of eligibility based on the number of hours worked during the 24-month period prior to his date last worked. Funds' records show that the Complainant worked 2,862 hours for the Respondent during the 24 consecutive calendar months prior to the onset of his disabling condition on November 17, 1984. Accordingly, the Respondent is responsible for the continuation of health benefits coverage for the Complainant through November 30, 1985, the maximum period allowable under Article III D.

Article III A. (11) of the Employer Benefit Plan specifically excludes coverage for services rendered subsequent to the termination of an Employee's period of eligibility for benefits under the Plan. Consequently, the Respondent is not responsible for providing continuation of coverage for services rendered after November 30, 1988.

Opinion of the Trustees

The Respondent is responsible for the provision of health benefits coverage for the Complainant through November 30, 1988. The Respondent is not responsible for providing continued coverage for any services rendered to the Complainant between November 30, 1985 and his reinstatement as an active employee.