

OPINION OF TRUSTEES

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In Re

Complainant: Employee  
Respondent: Employer  
ROD Case No: 84-224 - October 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 was an Employee of the Respondent from June 1983 to April 1986. The Complainant has submitted unpaid bills for dental services provided to his wife. In addition, the Complainant has submitted unpaid medical bills for a gynecological office visit and laboratory test provided to his wife on November 5, 1985. The Complainant also has submitted a bill for an office service charge incurred on January 31, 1986 for the writing of a prescription for the Complainant's wife.

The Complainant claims that the Respondent failed to provide his health benefits coverage as an Employee and is now responsible for the payment of his unpaid medical and dental bills. The Respondent has failed to respond to repeated correspondence from the Funds regarding its position in this dispute.

Dispute

Is the Respondent responsible for the payment of outstanding medical and dental bills incurred by the Complainant's wife?

Positions of the Parties

Position of the Complainant: The Respondent is responsible for the payment of the medical and dental bills incurred by the Complainant's wife.

Position of the Respondent: The Respondent has failed to present its position in this dispute.

Pertinent Provisions

Article I. (1), (2), (4) and (7) of the 1984 Employer Benefit Plan provide:

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.
- (7) "Dependent" shall mean any person described in Section D of Article III hereof.

Article II. A.(1) and D.(1) of the 1984 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;

D. Eligible Dependents

Health benefits under Article III shall be provided to the following members of the family of any Employee, Pensioner, or disabled Employee receiving health benefits pursuant to paragraphs A, B, or C of this Article II:

- (1) A spouse who is living with or being supported by an eligible Employee or Pensioner,;

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\* 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.

Article III. A.(3)(h), (J) and (p) of the Employer Benefit Plan provide in pertinent part:

Article III - Benefits

A. Health Benefits

(3) Physician's Services and other Primary Concern

(h) Home, Clinic, and Office Visits

Benefits are provided for services rendered to a Beneficiary at home, in a clinic (including the outpatient department of a hospital) or in the physician's office for the treatment of illnesses or injuries, if provided by a physician.

(j) Laboratory Tests and X-rays

Benefits will be provided for laboratory tests and x-rays performed in a licensed laboratory when ordered by a physician for a diagnosis or treatment of a definite condition, illness or injury.

(p) Services Not Covered

5. Charges for writing a prescription.

Discussion

The Complainant has submitted unpaid bills for dental services incurred by his wife, and claims that the Respondent is responsible for payment of these bills. Inasmuch as dental benefits are provided under Article XX-A of the Coal Wage Agreement, and the Trustees have authority to resolve disputes involving benefits established by Article XX only, the Trustees may not address disputes concerning dental plan benefits.

The Complainant also claims that the Respondent is responsible for payment of medical bills incurred by his wife on November 5, 1985 and January 31, 1986. Article II. A.(1) and D.(1) of the Employer Benefit Plan require an Employer to provide health benefits under Article III to its Employees and their eligible dependents. Inasmuch as the Complainant's wife is an eligible dependent of an Employee, she is entitled to health benefits under Article III.

Article III.A.(3)(h) and (j) provide for benefits for services rendered by a physician for the treatment of illnesses and for laboratory tests when required for diagnosis or treatment of a definite condition or illness. Article III.A.(3)(p) specifically states that charges for writing a prescription are not covered services. Inasmuch as the office visit and laboratory test provided to

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the Complainant's wife on November 5, 1985 were covered services, the Respondent is responsible for the payment of those charges.

Inasmuch as the office service charge incurred on January 31, 1986 is for the writing of a prescription, a non-covered service, the Respondent is not responsible for the payment of that charge.

Opinion of the Trustees

The Respondent is responsible for the payment of the medical bills incurred by the Complainant's wife on November 5, 1985. The Respondent is not responsible for the payment of the bill for the writing of a prescription for the Complainant's wife.