

OPINION OF TRUSTEES

In Re

Complainant: Laid-off Employee
Respondent: Employer
ROD Case No: 84-263 - December 17, 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 laid-off Employee under the terms of the Employer Benefit Plan.

Background Facts

The Complainant claims that he was laid off by the Respondent on July 3, 1986. During the 24-month period prior to his layoff, the Complainant worked 1,457 hours for the Respondent. The Respondent terminated the Complainant's health benefits coverage effective July 3, 1986.

The Complainant has submitted an unpaid invoice for medical expenses incurred on July 7, 1986. The Complainant claims that, based on the number of hours worked for the Respondent, he is entitled to continued health benefits coverage as a laid-off Employee through January 31, 1987.

The Respondent is signatory to the National Bituminous Coal Wage Agreement ("Wage Agreement") of 1984. The Respondent has failed to answer repeated correspondence from the Funds regarding its position in this dispute.

Dispute

Is the Respondent responsible for providing continued benefits coverage to the Complainant after July 3, 1986?

Positions of the Parties

Position of the Complainant: The Respondent is responsible for the provision of continued health benefits to the Complainant through January 31, 1987.

Position of the Respondent: The Respondent has not replied to repeated correspondence by Funds' staff regarding its position in this dispute.

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 (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 III D. (1) (a) of the Employer Benefit Plan provides:

Article III - Benefits

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:

Number of Hours Worked for
the Employer in the 24
Consecutive Calendar Month
Period Immediately Prior to
The Employee's Date
Last Worked

Period of Coverage
Continuation from the
Date Last Worked

2,000 or more hours	Balance of month plus 12 months
500 or more but less than 2,000 hours	Balance of month plus 6 months
Less than 500 hours	30 days

Discussion

Article III D. (1) (a) of the Employer Benefit Plan provides continued benefits coverage for a laid-off Employee based on the number of hours worked for the Employer during the 24-month period immediately prior to the date last worked. The Complainant worked 1,457 hours for the Respondent during the 24-month period prior to his layoff on July 3, 1986. Accordingly, under Article III D. (1) (a) of the Employer Benefit Plan, the Complainant is entitled to continued benefits coverage during the balance of July 1986 plus 6 months, or through January 1987.

Opinion of the Trustees

The Respondent is responsible for providing continued health benefits coverage to the Complainant through January 1987.