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OPINION OF TRUSTEES

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In Re

Complainant: Employee  
Respondent: Employer  
ROD Case No: 84-267 - February 10, 1987

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 level of health benefits coverage for an Employee under the terms of the Employer Benefit Plan.

Background Facts

The Complainant worked in a classified position for the Respondent through November 8, 1985. The Complainant claims that from November 8, 1985 through November 19, 1985, he did not report to work, but took floating holiday leave and personal leave as provided under the National Bituminous Coal Wage Agreement of 1984. On November 19, 1985, the Complainant notified the Respondent that he voluntarily terminated his employment with the Respondent and would not return to work. The Respondent provided the Complainant with health benefits coverage through November 8, 1985.

The Complainant has submitted unpaid invoices for medical services provided to his wife during the period from November 15, 1985 through November 18, 1985. The Complainant states that because he did not give notice of his termination to the Respondent until November 19, 1985, and continued as an Employee of the Respondent until that time, he and his wife are entitled to health benefits coverage through November 19, 1985. He claims that the Respondent is responsible for payment of medical bills incurred during the period from November 15 through November 18, 1985.

The Complainant has also submitted unpaid invoices for dental services provided to his wife on October 29, 1985, stating that the Respondent is responsible for the payment of these invoices.

The Respondent claims that according to Article III D. (1) (e) of the Employer Benefit Plan, the Complainant is entitled to health benefits through his last day worked, November 8, 1985. The Respondent also claims that the Complainant began employment outside the coal industry on November 11, 1985, and that it is not responsible for payment of medical expenses incurred by the Complainant's wife from November 15 through November 18, 1988. The Respondent contends that by providing health benefits coverage through November 8, 1988, it has fulfilled its obligation to the Complainant under the terms of the Employer Benefit Plan.

### Dispute

Whether the Respondent is responsible for providing the Complainant and his wife with health benefits after November 8, 1985.

### Positions of the Parties

Position of the Complainant: The Respondent is responsible for the provision of health benefits for the Complainant and his wife through November 19, 1985, the day he notified the Respondent that he quit.

Position of the Respondent: The Respondent is responsible for providing the Complainant with health benefits only through the last day the Complainant worked for the Respondent, November 8, 1988.

### Pertinent Provisions

Article I (1), (2), (4), and (7) 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.
- (7) "Dependent" shall mean any person described in Section D of Article II hereof.

Article II A. (1) and D. (1) 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....

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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.

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,;

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

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.

Discussion

Article II A. (1) of the Employer Benefit Plan provides health benefits for an Employee who is actively at work for the Employer on the effective date of the Wage Agreement. In addition, Article II D. (1) provides health benefits for a spouse who is living with or being supported by an eligible Employee. Inasmuch as the Complainant was actively at work for the Respondent on the

effective date of the Wage Agreement, he was eligible for, and received, health benefits coverage as an active Employee for himself and his wife.

Article III D. (1) (e) of the Employer Benefit Plan states that if an Employee quits or is discharged, health, life and accidental death and dismemberment coverage will terminate as of the date last worked. The Complainant, who quit on November 19, 1988, last worked for the Respondent on November 8, 1985. Accordingly, the Complainant's eligibility for health benefits terminated on November 8, 1988, and the Respondent is not required to provide health benefits coverage beyond that date.

With regard to the disputed dental invoices, 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.

#### Opinion of the Trustees

The Respondent is not responsible for providing the Complainant and his wife with health benefits after November 8, 1985.