

OPINION OF TRUSTEES

In Re

Complainant: Employee
Respondent: Employer
ROD Case No: 84-414 - July 1, 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") 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 health benefits coverage under the terms of the Employer Benefit Plan.

Background Facts

The Complainant is an active Employee of the Respondent who was granted a leave of absence for a 21-week period, effective January 2, 1987, for the purpose of performing National Guard duty. The Complainant last worked on January 2, 1987, and the Respondent terminated health benefits coverage for the Complainant and his dependents effective January 2, 1987.

The representative for the Complainant contends that the Complainant and his dependents are entitled to continued health benefits coverage during the Complainant's 21-week leave of absence. The Respondent contends that under Article III D. (1) (c) 2. of the Employer Benefit Plan, the Complainant and his eligible dependents are not entitled to health benefits coverage during the period for which the Complainant has taken a leave of absence. The Respondent states that health benefits coverage for the Complainant and his eligible dependents will be reinstated on the date the Complainant returns to work for the Respondent.

Dispute

Whether the Respondent is responsible for providing health benefits for the Complainant and his eligible dependents during the period for which the Complainant has been granted a leave of absence.

Positions of the Parties

Position of the Complainant: The Respondent is responsible for providing health benefits for the Complainant and his dependents during the period for which he has been granted a leave of absence.

Position of the Respondent: The Complainant and his dependents are not entitled to health benefits during the period for which the Complainant has been granted a leave of absence.

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 (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 A. (1) of the Employer Benefit Plan provides:

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;

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

Article III - Benefits

D. General Provisions

- (1) Continuation of Coverage
 - (c) Leave of Absence

1. During any period for which an employee is granted an approved leave of absence for the purpose of accepting temporary employment with the United Mine Workers of America (UMWA) such Employee shall be

*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.

eligible to continue health, life and accidental death and dismemberment insurance coverage for a period not to exceed 120 calendar days within any 12-month period.

2. During any period for which an Employee is granted an approved leave of absence for any other reason, such Employee's eligibility for health, life and accidental death and dismemberment insurance coverage shall be terminated as of the day last worked and shall not be reinstated until the Employee returns to active work except as provided in paragraph 3 below.

3. If an Employee who is on an approved leave of absence is placed on lay-off status, or would have been placed on lay-off status had the Employee been actively at work, health, life and accidental death and dismemberment coverage shall be reinstated as of the effective date of lay-off. Such coverage shall continue for a period determined pursuant to the provisions of paragraph (a) above using the commencement date of the leave of absence in place of the date last worked for purpose of determining the number of hours worked. In no event shall coverage under this paragraph continue beyond the balance of the month plus 12 months from the effective date of lay-off. An Employee who returns to work after having been on leave of absence shall not have the period for which such Employee was on leave of absence included in the 24-calendar-month period as used in paragraph (a) for determining eligibility for continuation of coverage.

Discussion

Article II A. (1) of the Employer Benefit Plan provides health benefits coverage to Employees who were actively at work for the Employer on the effective date of the Wage Agreement. Under Article III D. (1) (c), health benefits for an Employee who has been granted an approved leave of absence for any reason other than to accept temporary employment with the UMWA, will be terminated as of the day last worked and will not be reinstated until the Employee returns to active work, unless such Employee is placed on lay-off status while on an approved leave of absence. Inasmuch as the Complainant was granted a leave of absence for the purpose of performing National Guard duty, and has not been placed on lay-off status by the Respondent, the Respondent is not responsible for providing health benefits for the Complainant and his dependents during the period for which he was granted a leave of absence.

Opinion

Opinion of Trustees
Resolution of Dispute
Case No. 84-414
Page 4

The Respondent is not responsible for providing health benefits for the Complainant and his dependents during the period for which he was granted a leave of absence.