

OPINION OF TRUSTEES

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In Re

Complainants: Laid-off Employee  
Respondent: Employer  
ROD Case No: 84-596 - April 27, 1988

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 was employed in a classified position for the Respondent when he was injured on February 17, 1987, as a result of a non-job-related accident. Funds' records indicate that the Complainant worked over 2,000 hours for the Respondent during the 24-month period prior to his date last worked. The representative for the Complainant states that the Complainant was provided a release from his attending physician to return to work on September 4, 1987. The Complainant did not return to work, but took accrued sick, personal and vacation leave through September 18, 1987, when he was laid off. The representative for the Complainant contends that inasmuch as the Complainant had been released to return to work, he was considered working at the time he was laid off, and he is therefore entitled to continued health benefits coverage from September 18, 1987 through September 30, 1988.

The Respondent states that although work was available when the Complainant was released to return to work on September 4, 1987, the Complainant chose to take sick, personal and vacation leave through September 18, 1987, when he was laid off. The Respondent contends that the maximum continuation of health benefits coverage under the Employer Benefit Plan is twelve months from the date last worked and that "hours worked" does not include time off for vacation, personal and sick leave. The Respondent states that the last day the Complainant actually worked for the Respondent was February 17, 1987 and, therefore, he is not eligible for continued health benefits coverage as a laid-off Employee beyond February 16, 1988.

Dispute

Whether the Respondent is responsible for providing continued health benefits coverage for the Complainant beyond February 16, 1988.

Positions of the Parties

Position of the Complainant: The Respondent is responsible for providing continued health benefits coverage for the Complainant from September 18, 1987 through September 30, 1988.

Position of the Respondent: Inasmuch as the Complainant's date last worked for the Respondent was February 17, 1987, he is not eligible for continued health benefits coverage beyond February 16, 1988.

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 (Employer's Name).
- (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) and (d) of the Employer Benefit Plan provide:

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:

<u>Number 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 2,000 hours	Balance of month plus 6 months
Less than 500 hours	30 days

(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.(1)(a) of the Employer Benefit Plan, the period of coverage continuation for a laid-off Employee is measured from the Employee's date last worked. Article III D.(1)(d) provides that such a period of coverage continuation shall not exceed the balance of the month plus 12 months from the date last worked. Although the Complainant was paid for periods of sick leave, personal leave, and vacation taken between September 4 and September 18, 1987, the date of his layoff, he did not actually work during this period. Inasmuch as the Complainant last worked for the Respondent on February 17, 1987, the Respondent is responsible for providing continued health benefits coverage for the Complainant from February 17, 1987 through February 29, 1988, under the terms of the Employer Benefit Plan.

Opinion of the Trustees

The Respondent is responsible for providing the Complainant with continued health benefits coverage through February 29, 1988, under the terms of the Employer Benefit Plan.