

OPINION OF TRUSTEES

In Re

Complainant: Employee
Respondent: Employer
ROD Case No: 84-598 - April 20, 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 health benefits coverage for an Employee under the terms of the Employer Benefit Plan.

Background Facts

The Complainant was working in a classified job for the Respondent when he was injured on December 6, 1986. As a result of his injury, he was unable to return to work and was awarded Workers' Compensation. Funds' records indicate that the Complainant worked over 2,000 hours for the Respondent in the 24-month period prior to December 6, 1986. The Respondent provided continued health benefits coverage for the Complainant from December 6, 1986 until December 31, 1987.

The Complainant states that he has been unable to return to work since December 1986; however, his attending physician provided a release for the Complainant to attend an electrical recertification class on December 5, 1987. The Complainant contends that he is entitled to compensation for his attendance at the electrical recertification class and that such attendance constitutes a return to work for purposes of determining a second period of eligibility for continued health benefits coverage which would extend beyond December 31, 1987.

The Respondent contends that the Complainant is not entitled to additional health benefits coverage as a result of his voluntarily attending a one-day recertification class on December 5, 1987. The Respondent states that it annually sponsors electrical recertification classes for its active Employees and that non-working Employees are allowed to attend in order to maintain current certifications, but they are not compensated. The Respondent states that the Complainant was erroneously compensated for attending one of the scheduled classes in 1984.

The Respondent indicates that, in accordance with Article III D (1) of the Employer Benefit Plan, the Complainant received the maximum period of continued benefits coverage for which he was eligible -- from December 6, 1986 until December 31, 1987. The Respondent states that the Complainant is not entitled to any additional period of continued health benefits coverage beyond December 31, 1987, as a result of his attendance at the electrical recertification class.

Dispute

Whether the Complainant is entitled to continued health benefits coverage beyond December 31, 1987.

Positions of the Parties

Position of the Complainant: The Complainant's attendance at an electrical recertification class on December 5, 1987 constitutes a return to work. Therefore, the Complainant is entitled to a second period of continued benefits coverage which would extend beyond December 31, 1987, based on his hours worked during the 24-month period prior to December 5, 1987.

Position of the Respondent: The Complainant has received the maximum period of continued benefits coverage for which he is eligible as a disabled Employee -- from December 6, 1986 until December 31, 1987; his attendance at the electrical recertification class does not constitute a return to work for purposes of determining a second period of eligibility for continued benefit coverage.

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 II. C. (3) of the Employer Benefit Plan provides:

Article II - Eligibility

The persons eligible to receive the health benefits pursuant to Article III are as follows:

C. Disabled Employees

In addition to disabled Pensioners who are receiving pension benefits and are therefore entitled to receive health benefits under paragraph B of this Article II, health benefits under Article III shall also be provided to any Employee who:

- (3) Is receiving or would, upon proper application, be eligible to receive Sickness and Accident Benefits pursuant to the Wage Agreement.

Life and accidental death and dismemberment insurance shall also be provided to Employees described in (3) above.

Article III D. (1) (a), (b) 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

(b) Disability

Except as otherwise provided in Article II, section C, if an Employee ceases work because of disability, the Employee will be eligible to continue health, life and accidental death and dismemberment coverage while disabled for the greater of (i) the period of eligibility for Sickness and Accident benefits, or (ii) the period as set forth in the schedule in (a) above.

(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

Article III D. (1)(b) of the Employer Benefit Plan authorizes the continuation of health and other non-pension benefits for an Employee who "ceases work because of disability." The period of continued benefits coverage shall extend from the date last worked for the greater of the period of eligibility for Sickness and Accident Benefits or the period as set forth in Article III D. (1)(a). Under Article III D. (1)(a), the period of continued coverage is based upon the number of hours worked for the Employer in the 24-month period prior to the Employee's date last worked. The maximum period of continued coverage under Article III D. is the balance of the month in which the Employee last worked plus twelve months. Inasmuch as the Complainant worked over 2,000 hours for the Respondent in the 24-month period prior to December 6, 1986, the Complainant was entitled to continued benefits coverage as a disabled Employee for the balance of December 1986 through December 31, 1987.

The issue here is whether the Complainant's attendance at a recertification class on December 5, 1987 constitutes a return to work and his "date last worked" for purposes of determining a second period of continued health benefits coverage. The Trustees have previously decided in RODs 148 and 84-305 (copies enclosed herein) that a disabled Employee is entitled to only one period of continued benefits coverage while so disabled and such period of coverage is measured from the date the Employee ceased work because of disability. Significantly, the record in this case shows two important facts: the Complainant voluntarily attended the recertification class; and he was not compensated by Respondent for such attendance. Thus, there was no return to work for purposes of the question presented by this ROD. Although the Complainant in this case attended a recertification class on December 5, 1987, he did not cease work because of disability on that date. Rather, the Complainant ceased work because of disability on December 6, 1986, and he remained unable to work as a result of that same disability beyond the date he attended the electrical recertification class. Therefore, under Article III D., the Complainant is entitled to only one period of continued benefits coverage from December 6, 1986, the date the Complainant ceased work because of disability, through December 31, 1987.

Opinion of the Trustees

The Respondent has provided continued benefits coverage for the Complainant as a disabled Employee for the maximum period required under the Employer Benefit Plan. The Respondent is not responsible for providing continued health benefits coverage for the Complainant beyond December 31, 1987.