

OPINION OF TRUSTEES

In Re

Complainant: Employee
Respondent: Employer
ROD Case No: 84-721 - October 12, 1990

Board of Trustees: Joseph P. Connors, Sr., Chairman; Paul R. Dean, Trustee; William Miller, Trustee; Donald E. Pierce, Jr., Trustee; Thomas H. Saggau, 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 employed in a classified position by the Respondent. Between December 1986 and July 1987, the Complainant was counseled and received a written warning concerning chronic absenteeism. On July 20, 1987, the Complainant was suspended with intent to discharge for chronic and excessive absenteeism. A meeting was held on July 25, 1987, at which time the Respondent and the Complainant entered into a "Last Chance Agreement." It was agreed that the Complainant would return to work on July 27, 1987, and that she would limit her unexcused absences during any month between August 1, 1987 and August 1, 1988 to no more than the monthly rate of absenteeism for the mine.

In September 1987, the Complainant's rate of absenteeism exceeded the mine's overall rate and she was suspended with intent to discharge for violation of the terms of the "Last Chance Agreement" on October 16, 1987. The Complainant alleged that her absences were for just cause and she filed a grievance on October 27, 1987. An arbitration hearing was held on November 3, 1987, at which time the grievance was denied. In his written decision of November 9, 1987, the arbitrator affirmed the discharge.

The Respondent states that, as a result of her discharge, the Complainant's health benefits coverage was terminated on September 22, 1987, the Complainant's date last worked, in accordance with Article III. D. (I)(e) of the Employer Benefit Plan. The Complainant contends that she is eligible for health benefits coverage through November 9, 1987, the date her employment was terminated, and the Respondent is therefore responsible for payment of her medical expenses incurred on October 21, 1987.

Dispute

Is the Respondent required to provide health benefits coverage for the Complainant beyond September 22, 1987?

Positions of the Parties

Position of the Complainant: The Respondent is required to provide health benefits coverage for the Complainant through November 9, 1987, the date her employment was terminated.

Position of the Respondent: Because the Complainant was discharged, the Respondent is not required to provide health benefits coverage beyond September 22, 1987, the Complainant's date last worked.

Pertinent Provisions

Article I (I), (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 A. (4) 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

- (4) A new Employee will be eligible for health benefits from the first day worked with the Employer.

Article III D. (1)(e) of the Employer Benefit Plan provides, in pertinent part:

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 insurance coverage will terminate as of the date last worked....

Discussion

Article II A. of the Employer Benefit Plan provides health benefits coverage for active Employees working in classified jobs for a signatory Employer. 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 last worked for the Respondent in a classified position on September 22, 1987. Inasmuch as the Complainant was subsequently discharged, the Respondent is not required to provide health benefits coverage for the Complainant beyond September 22, 1987. Accordingly, the Respondent is not required to pay the medical expenses incurred by the Complainant on October 21, 1987.

Opinion of the Trustees

The Respondent is not required to provide health benefits coverage for the Complainant beyond September 22, 1987.