
OPINION OF TRUSTEES

In Re

Complainant: Employee
Respondent: Employer
ROD Case No: 88-004 - June 28, 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 health benefits coverage for a disabled Employee under the terms of the Employer Benefit Plan.

Background Facts

The Complainant, whose date of birth is November 20, 1932, sustained a compensable injury while performing classified work for the Respondent on January 2, 1985. As a result of that injury, the Complainant has been unable to return to work and is receiving Workers' Compensation benefits. The Complainant is 55 years of age and, according to Funds' records, he has 10 3/4 years of credited coal industry service. The representative for the Complainant states that the Respondent terminated health benefits coverage for the Complainant as a disabled employee, effective February 19, 1988, because the Complainant had attained age 55 and is eligible for a pension. The representative further states that if the Complainant retired at age 55, he would receive a Deferred Vested pension based on less than 20 years of credited service and would not be eligible for health benefits coverage as a Pensioner. The representative for the Complainant contends that the Complainant is entitled to health benefits coverage as a disabled Employee beyond his 55th birthday.

The Respondent states that the Complainant was eligible for health benefits coverage as a disabled employee until November 20, 1987, the date he attained retirement age, but due to an oversight the Complainant received coverage until February 1988. The Respondent maintains that the Complainant is not entitled to any additional period of coverage under Article II C. of the Employer Benefit Plan because the Complainant is not between the ages of 51 and 55.

Dispute

Whether the Respondent is responsible for providing health benefits coverage for the Complainant as a disabled Employee pursuant to Article II C. (2) of the Employer Benefit Plan.

Positions of the Parties

Position of the Complainant: The representative for the Complainant contends that the Complainant is entitled to health benefits coverage as a disabled Employee under Article II C. (2) beyond his 55th birthday.

Position of the Respondent: The Complainant is not entitled to any additional period of coverage under Article II C. (2) because the Complainant is no longer between the ages of 51 and 55.

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 1988, 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. (2) of the Employer Benefit Plan provides:

Article II - Eligibility

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:

- (2) Becomes totally disabled due to a compensable disability within four years of the date the Employee would -be eligible to receive a pension under the 1974 Pension Plan or any successor thereto, as long as the Employee continues to be so disabled during the period for which Workers'

Compensation payments (Worker's Compensation does not include Federal Black Lung Benefits) are applicable;

Discussion

Article II. C. (2) of the Employer Benefit Plan provides health benefits coverage for an Employee who "becomes totally disabled due to a compensable disability within four years of the date the Employee would be eligible to receive a pension under the 1974 Pension Plan." The clause "within four years of the date the Employee would be eligible to receive a pension " (emphasis added) indicates that the Employee's disability must occur within the four year period preceding the date the Employee becomes eligible for a pension. Thus, the language of Article II C. (2) limits coverage under that provision to certain disabled Employees who are not yet eligible for a 1974 Pension Plan pension.

The 1974 Pension Plan provides that pension benefits are to be provided to "[a]ny participant who (a) has at least 10 years of signatory service... and (b) has attained the age of 55 years ..." Inasmuch as the Complainant has 10 3/4 years of credited signatory service and attained age 55 on November 20, 1987, the Complainant is eligible for a 1974 Plan pension. Accordingly, the Complainant is not entitled to any additional health benefits coverage as a disabled Employee under Article II C. (2) of the Employer Benefit Plan.

Opinion of the Trustees

The Respondent is not responsible for providing any additional health benefits coverage for the Complainant as a disabled Employee pursuant to Article II C. (2) of the Employer Benefit Plan.