

OPINION OF TRUSTEES

In Re

Complainant: Employee
Respondent: Employer
ROD Case No: 88-013 - July 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 continued health benefits coverage for a laid-off Employee under the terms of the Employer Benefit Plan.

Background Facts

The Complainant last worked for the Respondent in a classified job on September 1, 1987, when he sustained a job-related injury. On December 8, 1987, the Complainant was laid off by the Respondent. Funds records indicate that the Complainant worked 1,549 hours for the Respondent during the 24-month period prior to September 1, 1987. Funds records also indicate that the Complainant worked an additional 1,000 hours for another signatory Employer during this 24-month period. The Respondent provided continued health benefits coverage for the Complainant for the balance of September 1987 plus six months, through March 31, 1988. The representative for the Complainant asks whether the Respondent is responsible for providing an additional period of continued health benefits coverage for the Complainant based on the Complainant's hours worked for the Respondent combined with his hours worked for another Employer.

The Respondent contends that in accordance with Article III D. (1) of the Employer Benefit Plan, continuation of health benefits coverage is the responsibility of the last Employer and is based on the number of hours worked for that Employer only. The Respondent contends that the Complainant's period of coverage continuation was properly calculated based on his hours worked for the Respondent and that the Respondent provided continued health benefits coverage for the Complainant through March 31, 1988, in accordance with Article III D. (1) of the Plan.

Dispute

Whether the Respondent is responsible for providing continued health benefits coverage for the Complainant based on hours worked for the Respondent combined with hours worked for another Employer.

Positions of the Parties

Position of the Complainant: The representative for the Complainant asks whether the Respondent is responsible for providing continued health benefits coverage for the Complainant based on hours worked for the Respondent combined with hours worked for another Employer.

Position of the Respondent: The Respondent has provided continued health benefits coverage for the Complainant through March 31, 1988, in accordance with Article III. D. (1) of the Employer Benefit Plan. It is not responsible for providing any additional period of continued benefits coverage for the Complainant.

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

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

Discussion

Article III D. (1)(a) of the Employer Benefit Plan provides continued benefits coverage for a laid-off Employee based on the number of hours worked for the Employer during the 24-month period immediately prior to the date last worked. The issue of an Employer's responsibility to provide continued health benefits coverage to a laid-off Employee based on hours worked by such Employee for a separate Employer has been previously addressed in Resolutions of Dispute 81-338 and 81-621 (copies enclosed herein). The Trustees concluded in those respective opinions that an Employer is not responsible for providing continued coverage for a laid-off Employee based on hours worked for a separate Employer. Accordingly, the Respondent is not responsible for providing continued benefits coverage for the Complainant based on hours worked for the Respondent combined with hours worked for a separate Employer.

Inasmuch as the Complainant worked 1,549 hours for the Respondent during the 24-month period prior to his date last worked, September 1, 1987, he is entitled to continued benefits coverage for the balance of September 1987 plus 6 months. Therefore, the Respondent has fulfilled its obligation to provide health benefits coverage for the Complainant by providing such coverage through March 31, 1988.

Opinion of the Trustees

The Respondent is not responsible for providing any additional period of continued benefits coverage for the Complainant under the terms of the Employer Benefit Plan.