

OPINION OF TRUSTEES

In Re

Complainant: Employee
Respondent: Employer
ROD Case No: 88-305 - 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 last worked in a classified job for the Respondent on February 24, 1990. The information submitted indicates that the Complainant missed work for the next few days and then returned to work on February 28, 1990 for the midnight shift. Before the Complainant entered the mine for his shift, the Respondent requested a meeting with him to discuss alleged incidents that occurred during his previous shift on February 24, 1990. During the meeting, which took place around 12:30 am., the Respondent noted signs that the Complainant had been drinking and, therefore, did not allow him to begin his shift.

On March 6, 1990, the Complainant was suspended with intent to discharge for reporting to work on February 28, 1990 "in an unfit condition such as under the influence of alcohol." The Complainant filed a grievance the same day, protesting his suspension as being in violation of the requirement for just cause under Article XXIV of the National Bituminous Coal Wage Agreement. The case was referred to an arbitrator, and a hearing was held on March 14, 1990, at which time the Complainant's discharge was upheld.

The Complainant has submitted copies of unpaid bills for medical expenses incurred on February 26, 1990 and February 28, 1990. He contends that the Respondent is responsible for payment of these medical bills because he was entitled to coverage as an active Employee of the Respondent until March 14, 1990, when his discharge was upheld by an arbitrator.

The Respondent states that the expenses incurred on February 28, 1990 were for laboratory tests performed at the Respondent's request, and the bill for those tests has been paid in full. The Respondent has denied benefits for the remaining medical bill on the basis that it was incurred after February 24, 1990, the date the Complainant's coverage was terminated.

Dispute

Whether the Respondent is required to provide coverage for medical expenses incurred by the Complainant on February 26, 1990?

Positions of the Parties

Position of the Complainant: The Complainant was an active Employee of the Respondent until March 14, 1990, when his discharge was upheld by an arbitrator. Therefore, the Complainant is entitled to coverage for medical expenses incurred prior to March 14, 1990.

Position of the Respondent: The Respondent is not required to provide health benefits coverage for the Complainant beyond February 24, 1990, his date last worked, in accordance with Article III D. (1)(e) of the Employer Benefit Plan.

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 A. (1) 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

Benefits under Article III shall be provided to any Employee who:

- (1) is actively at work* for the Employer on the effective date of the Wage Agreement;

*Actively at work includes an Employee of the Employer who was actively at work on January 31, 1988, and who returns to active work with the Employer two weeks after the effective date of the Wage Agreement.

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 III D. (1)(e) of the Employer Benefit Plan states that if an Employee quits or is discharged, health benefits coverage will terminate as of the date last worked. The Complainant in this case last worked for the Respondent on February 24, 1990. Although he reported to work on February 28, 1990, he was not allowed to begin his shift and was subsequently suspended with intent to discharge. Inasmuch as the Complainant's discharge was upheld by an arbitrator on March 14, 1990, the Respondent is not responsible for providing health benefits coverage for the Complainant beyond the date last worked, February 24, 1990. Accordingly, the Respondent is not required to provide coverage for the medical expenses incurred by the Complainant on February 26, 1990.

Opinion of the Trustees

The Respondent is not required to provide coverage for the medical expenses incurred by the Complainant on February 26, 1990.