

OPINION OF TRUSTEES

In Re

Complainant: Disabled Employee
Respondent: Employer
ROD Case No: 88-491 - January 21, 1992

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 benefits for a disabled Employee under the terms of the Employer Benefit Plan.

Background Facts

The Complainant claimed that he was injured on January 11, 1990 while performing classified work for the Respondent. The Complainant has not returned to work. Information provided to the Funds indicates that the Complainant worked over 2,000 hours for the Respondent during the 24-month period immediately prior to his date last worked. The Respondent provided 52 weeks of Sickness and Accident ("S & A") benefits and continued health benefits coverage for the Complainant due to his "disability" through January 11, 1991.

The Complainant has submitted copies of medical bills incurred during the period March 15, 1991 through June 26, 1991. The Complainant contends that the Respondent is required to pay his outstanding medical bills. The Respondent states that the Complainant has received the maximum continuation of coverage for which he is eligible under the terms of the Employer Benefit Plan. The Respondent notified the Complainant that he could elect to continue coverage at his own expense under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

Dispute

Whether the Respondent is required to provide health benefits coverage for the Complainant beyond January 11, 1991.

Positions of the Parties

Position of the Complainant: The Respondent is required to provide health benefits coverage for the Complainant beyond January 11, 1991.

Position of the Respondent: The Respondent is not required to provide health benefits coverage for the Complainant beyond January 11, 1991 because the Complainant has received the maximum continuation of coverage for which he is eligible.

Pertinent Provisions

Article XI Sections (b) and (c) of the National Bituminous Coal Wage Agreement of 1988 provide in pertinent part:

Section (b) Eligibility

Any Employee with six (6) months or more of classified employment with the Employer who becomes disabled as a result of sickness or accident, so as to be prevented from performing his regular classified job, and whose disability is certified by a physician legally licensed to practice medicine, shall be eligible to receive Sickness and Accident Benefits under this Plan. An Employee whose disability is the result of a mine accident suffered while he has been a classified Employee of the Employer shall be eligible to receive Sickness and Accident Benefits effective with his first day of classified employment. Benefits will not be payable for any period during which the Employee is not under the care of a licensed physician....

Section (c) Commencement and Duration of Benefits

Benefits for disability resulting from an accident, either on or off the job, shall be payable for a maximum of 52 weeks, regardless of the length of the Employee's classified employment with the Employer at the time of the accident.

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), (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:

Number of Hours Worked for the Employer in the 24 Consecutive Calendar Month Period Immediately Prior to the Employee's Date <u>Last Worked</u> <u>Date Last Worked</u>	Period of Coverage Continuation from the
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 Accidental 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 provides continued benefits coverage for any Employee who ceases work because of disability for the greater of (i) the period of eligibility for Sickness and Accident benefits, or (ii) the period based on the number of hours worked as set forth in Article III 0. (1) (a). Under Article XI of the 1988 Wage Agreement, the Complainant, who ceased work because of disability, is eligible for Sickness and Accident benefits for a maximum of 52 weeks beyond January 11, 1990 or through January 11, 1991. Under Article III D. (1) (a) of the Employer Benefit Plan, the Complainant is entitled to continued benefits coverage for the balance of January 1990 plus 12 months, or through January 31, 1991. Inasmuch as Article III D: (1) (a) provides continued benefits coverage for the greater of these two periods, the Complainant qualifies for benefits coverage through January 31, 1991.

Opinion of the Trustees

The Respondent is required to provide continued benefits coverage for the Complainant and his eligible dependents through January 31, 1991, consistent with the terms of the Wage Agreement and the Employer Benefit Plan.