
OPINION OF TRUSTEES

In Re

Complainant: Disabled Employee
Respondent: Employer
ROD Case No: 88-661 - June 2, 1993

Board of Trustees: Michael H. Holland, Chairman; Thomas F. Connors, Trustee; Marty D. Hudson, Trustee; Robert T. Wallace, Trustee.

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 was employed in a classified position by the Respondent when he ceased working on August 14, 1991 due to pain from an injury received earlier. Funds' records indicate that the Complainant worked over 2,000 hours for the Respondent during the 24-month period prior to his date last worked. The Complainant was provided a release from his attending physician to return to work on September 9, 1991. When the Complainant attempted to return to work on that day, he suffered a heart attack prior to starting his shift and was therefore unable to return to work. The Complainant states that he attended an electrical retraining class on November 17, 1991 for which he was compensated. The Complainant was laid off on November 17, 1991. The Complainant's physician released him for work on December 9, 1991. The Respondent provided continued health benefits coverage for the Complainant from August 15, 1991 through August 31, 1992.

The representative for the Complainant contends that because the Complainant attended a retraining class on November 17, 1991 and was laid off on the same day, the Respondent is required to provide continued benefits coverage for the Complainant through November 30, 1992. The Respondent contends that it has no obligation to provide health benefits coverage for the Complainant beyond August 31, 1992 because the Complainant did not return to active work after August 14, 1991 nor had he not been released to return to work prior to his layoff. The Respondent states that it provided the Complainant health benefits coverage for the maximum period allowed for a disabled employee under Article III D. (1) (b) of the Employer Benefit Plan.

Dispute

Is the Respondent required to provide health benefits coverage for the Complainant beyond August 31, 1992?

Positions of the Parties

Position of the Complainant: The Respondent is required to provide health benefits coverage for the Complainant through November 31, 1992 because the Complainant attended a retraining class and was laid off on November 17, 1991.

Position of the Respondent: The Respondent has fulfilled its obligation under the Employer Benefit Plan by providing continuous health benefits coverage for the Complainant as a disabled Employee through August 1992.

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. (3) of the Employer Benefit Plan provides:

Article II - Eligibility

The persons eligible to receive the health benefits pursuant to Article III are as follows:

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:

- (3) Is receiving or would, upon proper application, be eligible to receive Sickness and Accident Benefits pursuant to the Wage Agreement.

Life and accidental death and dismemberment insurance shall also be provided to Employees described in (3) above.

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 <u>the Employee's Date 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 Accident 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) provides that an Employee who ceases work because of disability 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 Accident Benefits, or (ii) the period based on the number of hours worked as set forth in Article III D. (1)(a). Under Article III D. (1) (a), the period of continued coverage is based upon the number of hours worked for the Employer in the 24-month period prior to the Employee's date last worked. The maximum period of continued coverage under Article III D. is the balance of the month in which the Employee last worked plus twelve months.

The Complainant worked over 2,000 hours for the Respondent during the 24-month period prior to his date last worked. Although the Complainant was released to return to work on September 9, 1991 he was unable to do so and his period of disability continued until December 9, 1991. When the Complainant's physician released him for work on December 9, 1991, the Complainant was no longer eligible for benefits as a disabled employee under Article III D. (1) (b). However, as the Complainant was laid off on November 17, 1991, he was eligible to continue his benefits coverage as a laid-off Employee under Article III D. (1) (a). Inasmuch as the Respondent provided continued benefits coverage for the Complainant through August 31, 1992, the Complainant received benefits for the maximum period allowed under Article III D. of the Employer Benefit Plan.

The Complainant contends that his attendance at a retraining class on November 17, 1991 constitutes a return to work and his date last worked. In RODs 84-598, 84-305, and 148, (copies enclosed herein) the Trustees concluded that a disabled Employee is entitled to only one period of continued benefits coverage while so disabled and that such period of coverage is measured from the date the Employee ceased work because of disability. Although the Complainant in this case attended a retraining class on November 17, 1991, he did not cease work because of disability on that date nor had he been released by a physician to return to work on that date. Therefore, the Complainant's date last worked was August 14, 1991.

Opinion of the Trustees

The Respondent is not required to provide health benefits coverage for the Complainant beyond August 31, 1992, consistent with the terms of the Employer Benefit Plan.