

OPINION OF TRUSTEES

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In Re

Complainant: Employee  
Respondent: Employer  
ROD Case No: 88-689 - September 28, 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 health benefits coverage for an Employee under the terms of the Employer Benefit Plan.

Background Facts

The Complainant was injured on July 2, 1991 while working in a classified position for the Respondent. The Complainant ceased work around August 8, 1991 due to his injury and was awarded Workers' Compensation. The Complainant returned to work for two periods--October 2, 1991 to October 11, 1991 and January 27, 1992 to February 17, 1992--but ceased work each time due to disability. Funds' records indicate that the Complainant worked over 2,000 hours for the Respondent in the 24-month period prior to February 17, 1992, his date last worked. The Respondent provided health benefits coverage for the Complainant through October 31, 1992. The Complainant claims that he should receive health benefits coverage as a disabled Employee for twelve months beyond February 1992 or through February 28, 1993.

The Respondent's representative states that the Complainant was not entitled to a new period of benefits coverage following each attempt to return to work because his absences were due to his July 2, 1991 injury and therefore were considered one continuous period of disability for Sickness and Accident (S & A) benefits. The representative states that the Complainant received 52 weeks of health benefits coverage, the maximum period allowed for benefits based on his July 2, 1991 injury.

Dispute

Is the Respondent required to provide health benefits coverage for the Complainant beyond October 30, 1992?

Positions of the Parties

Position of the Complainant: The Respondent is required to provide health benefits coverage for the Complainant through February 1993 based on the Complainant's hours worked for the Respondent during the 24-month period prior to February 17, 1992, his date last worked.

Position of the Respondent: The Complainant has received the maximum period of continued benefits coverage for which he is eligible as a disabled Employee; his attempts to return to work did not constitute a return to work for purposes of determining another period of eligibility for continued benefits coverage.

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:

<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

(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) of the Employer Benefit Plan provides continued health and other non-pension benefits for an 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 as set forth in Article III D. (1)(a).

Under Article XI of the National Bituminous Coal Wage Agreement of 1988, an Employee who ceases work because of disability resulting from a mine accident is eligible for Sickness and Accident Benefits--compensation for earnings lost while disabled--for a maximum of 52 weeks. Under Article III D. (1) (a) of the Employer Benefit Plan, an Employee is entitled to continuation of benefits coverage for a defined period based upon the number of hours worked for the Employer during the 24-month period immediately prior to the 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. Inasmuch as the Complainant ceased work on February 17, 1992 because of disability and had worked over 2,000 hours for the Respondent in the 24-month period prior to his date last worked, the Complainant is entitled to benefits coverage as a disabled Employee for the balance of February 1992 through February 28, 1993.

Opinion of the Trustees

The Respondent is required to provide health benefits coverage for the Complainant as a disabled Employee through February 28, 1993, consistent with the terms of the Employer Benefit Plan.