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OPINION OF TRUSTEES

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In Re

Complainant: Disabled Employee  
Respondent: Employer  
ROD Case No: 88-693 - February 6, 1995

Trustees: Thomas F. Connors, Michael H. Holland, Marty D. Hudson and Robert T. Wallace.

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 sustained an injury on December 9, 1991, while performing classified work for the Respondent. As a result of that injury, the Complainant received temporary total disability benefits from December 10, 1991, to October 21, 1992. The Complainant returned to work on November 2, 1992, but ceased work on November 13, 1992, due to his compensable injury. The Complainant has been unable to return to work and is receiving Workers' Compensation benefits based on a permanent partial disability claim.

The Respondent terminated health benefits coverage for the Complainant on January 11, 1993. Information provided to the Funds indicate that the Complainant worked more than 500 but less than 2,000 hours for the Respondent during the 24-month period prior to November 13, 1992, his date last worked. The representative for the Complainant claims that the Complainant is entitled to continued health benefits coverage for the balance of the month of November 1992, plus 6 months or through May 31, 1993.

The Respondent states that under Article XI, Section (c) of the National Bituminous Coal Wage Agreement of 1988 the Complainant was entitled to 52 weeks of Sickness and Accident Benefits (compensation for earnings lost) starting on December 9, 1991. The Respondent further states that because the Complainant returned to work for a short period prior to receiving all 52 weeks of coverage and then ceased work again due the same disability, the Respondent provided coverage until January 11, 1993, so that the Complainant received the maximum coverage provided under Article XI of the Wage Agreement.

Dispute

Is the Respondent required to provide health benefits coverage for the Complainant as a disabled Employee beyond January 11, 1993?

Positions of the Parties

Position of the Complainant: The Respondent is required to provide health benefits coverage for the Complainant beyond January 11, 1993, based on his hours worked for the Respondent during the 24-month period prior to November 13, 1992.

Position of the Respondent: The Complainant is not eligible for health benefits coverage beyond January 11, 1993, because the Complainant received the maximum amount of coverage allowed under Article XI of the Wage Agreement.

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), (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

Period of Coverage  
Continuation from the

<u>Last Worked</u>	<u>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

The Complainant ceased work on November 13, 1992, because of disability. Article III. D. (1)(b) of the Employer Benefit Plan provides continued benefits coverage for a disabled 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 of eligibility determined pursuant to Article III. D. (1)(a). Under Article III D. (1) (a) of the Employer Benefit Plan, the Complainant is entitled to continued benefits coverage for the balance of November 1992, plus 6 months or through May 31, 1993. The Complainant's eligibility for Sickness and Accident Benefits ended on January 11, 1993. Inasmuch as Article III D. (1) (a) provides continued benefits coverage for the greater of these two periods, the Complainant is eligible for benefits coverage through May 31, 1993.

Opinion of the Trustees

The Respondent is required to provide continued benefits coverage for the Complainant through May 31, 1993.