

---

OPINION OF TRUSTEES

---

In Re

Complainant: Employee  
Respondent: Employer  
ROD Case No: 93-097 – March 17, 2000

Trustees: A. Frank Dunham, Michael H. Holland, Donald E. Pierce, Jr., and  
Elliot A. Segal.

The Trustees have reviewed the facts and circumstances of this dispute concerning the provision of benefits under the terms of the Employer Benefit Plan.

Background Facts

The Complainant, whose date of birth is May 12, 1945, was employed by the Respondent in a classified position until October 7, 1992, when he was laid off. The Complainant received continuation of health benefits coverage as a laid off employee through October 31, 1993. Following his employment with the Respondent, the Complainant was employed in the coal construction industry until August 4, 1995.

The Complainant applied for Social Security Disability Insurance ("SSDI") benefits. His application was approved on appeal by an Administrative Law Judge on June 25, 1997, with a disability onset date of August 4, 1995.

According to Funds' records, the Complainant will be eligible upon attaining age 55 to receive a 1974 Pension Plan pension based on 26 years of credited signatory service.

The Complainant states that the Respondent has refused to provide health benefits coverage for him as a disabled Employee.

Dispute

Is the Respondent required to provide health benefits coverage for the Complainant as a disabled Employee?

Positions of the Parties

Position of the Complainant: The Respondent is required to provide health benefits coverage for the Complainant as a disabled Employee.

Position of the Respondent: The Respondent is not required to provide health benefits coverage for the Complainant because he does not meet the eligibility requirements for a disabled Employee under Article II C. of the 1993 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 1993, 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. (1) of the Employer Benefit Plan provides:

Article II - Eligibility

C. Disabled Employees

In addition to disabled Pensioners who are receiving pension benefits and are therefore entitled to receive health benefits under section B of this Article II, health benefits under Article III shall also be provided to any Employee who:

- (1) (a) Has completed 20 years of credited service, including the required number of years of signatory service pursuant to Article IV C (6) of the 1974 Pension Plan or any corresponding paragraph of any successor thereto, and
- (b) has not attained age 55, and
- (c) became disabled after December 6, 1974 while in classified employment with the Employer, and

- (d) is eligible for Social Security Disability Insurance Benefits under Title II of the Social Security Act or its successor;

Article III D. (1)(a) of the Employer Benefit Plan provides:

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>	Period of Coverage Continuation from the <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

Discussion

Under Article II C. of the Employer Benefit Plan, an Employee is eligible for health benefits coverage as a disabled Employee if he meets the following requirements: (a) has completed 20 years of credited service, including the required number of years of signatory service; (b) has not attained age 55; (c) became disabled after December 6, 1974 while in classified employment with the Employer; and (d) is eligible for Social Security Disability Insurance benefits. The Complainant clearly satisfies the requirements of Article II C. (1) (a), (b), and (d). The issue here is whether the Complainant became disabled while in classified employment with the

Respondent.

The Complainant ceased working for the Respondent on October 7, 1992, due to a layoff. Based on his hours worked in the 24 consecutive calendar month period prior to his layoff, the Complainant was eligible for continuation of coverage through October 31, 1993. An Employee who becomes eligible for SSDI benefits while on layoff is entitled to health benefits coverage as a disabled Employee under Article II C. (1). See RODs 166, 81-488, 81-653, and 88-378.

The Complainant was awarded SSDI benefits for a period of disability commencing on August 4, 1995. Because the Complainant's disability did not begin while he was receiving continued benefits coverage as a laid-off Employee, he does not meet the requirement of having become disabled while in classified employment with the Respondent. Accordingly, the Complainant is not eligible for health benefits coverage as a disabled Employee under Article II C. (1) of the Employer Benefit Plan.

Opinion of the Trustees

The Respondent is not required to provide health benefits coverage for the Complainant as a disabled Employee.