

OPINION OF TRUSTEES

---

In Re

Complainant: Employee  
Respondent: Employer  
ROD Case No: 81-292 - November 28, 1983

Board of Trustees: Harrison Combs, Chairman; John J. O'Connell, Trustee; Paul R. Dean, Trustee.

Pursuant to Article IX of the United Mine Workers of America 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 coverage for a laid-off Employee by the Employer under the terms of the Employer's Benefit Plan and hereby render their opinion on the matter,

Background Facts

The Complainant was employed by the Respondent from September 8, 1981 through November 15, 1982, his date last worked; The Complainant's employment ended because of lay-off. He had worked more than 2,000 hours for the Respondent during his period of employment.

The Respondent had provided the Complainant with six (6) months of continuation of coverage, ending May 31, 1981, based on the hours worked through the period ending October 31, 1982, excluding the period November 1 through November 15, the Complainant's actual date last worked.

Dispute

Must the Employer consider the period November 1 through November 15, 1982, in calculating the total number of hours worked by the Complainant for the Employer in the "twenty-four consecutive calendar month period immediately prior to the Employee's date last worked," for the purpose of establishing the Complainant's period of continuation of health benefits coverage?

Positions of the Parties

Position of the Complainant's Representative: The Complainant is eligible for twelve (12) months of continuation of coverage, based on his more than 2,000 hours worked.

Position of the Respondent: A calendar month consists of all the days in a month beginning with the first day and ending with the last day of the month. The Complainant's last calendar month of employment immediately prior to his date last worked was October 1982. During the period September 8, 1981 through October 31, 1982, the Complainant had worked 1,966 1/2 hours. Therefore he was provided with six (6) months of continuation of coverage. The fifty-six (56) hours worked during the period November 1 through November 15 1982 were not included in his total hours worked because he had not worked the entire month of November 1982.

---

Pertinent Provisions

Article I. (1) and (4) of the Employer's Benefit Plan provide;

Article I - Definitions

The following terms shall have the meanings herein set forth:

- (1) "Employer" means (coal company)....
- (4) "Employee" shall mean a person working in a classified job for the Employer eligible to receive benefits hereunder,

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

Article III - Benefits

D. General Provisions

1. Continuation of Coverage

(a) Lay-off

If an Employee ceases work because of lay-off, continuation of health, life and accidental death and dismemberment insurance coverage is as follows:

Numbers of Hours Worked for the Employer in the 24 Consecutive Calendar Month Period Immediately Prior to the Employee's Date Last Worked	Period of Coverage Continuation from the Date Last Worked
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

The number of hours worked by the Complainant for the Respondent from September 8, 1981 through November 15, 1982 is not in dispute. The Respondent acknowledges that the Complainant has worked more than 2,000 hours during his period of employment. The dispute arises from the interpretation of a heading of the Continuation of Coverage Schedule under III D. l(a). The Respondent did not include the hours worked by the Complainant during the month of November 1982. It claims that his last completed calendar month of employment, prior to his date last worked, was October 1982. The Respondent included the partial month, though, of September, 1981.

The appropriate interpretation, in the context of the Employer Benefit Plans, of the 24 consecutive calendar month period used to calculate hours worked refers to a length of time measured from the "employee's last date worked" to the corresponding date 24 months earlier. In contrast, the Plans provide for a period of coverage continuation that includes the balance of the month from the date last worked plus either six or twelve months. In the latter case, it is clear that the six or twelve month periods are comprised of months as they are designated on the calendar, and run from the first day of the first month to the last day of the sixth or twelfth month.

Therefore; the period to be considered in calculating the Complainant's benefit continuation commenced with the Complainant's date of employment with the Employer on September 8, 1981 (since the period of employment was less than twenty-four months), and extended through November 15, 1982, his last date worked.

Opinion of the Trustees

The Trustees are of the opinion that the Complainant is entitled to continuation of health benefits coverage for the balance of November 1982 plus twelve months, based upon his having in excess of 2,000 hours of service during the twenty-four (24) consecutive calendar month period immediately prior to his last date worked.