

OPINION OF TRUSTEES

In Re

Complainant: Employee
Respondent: Employer
ROD Case No: 81-143 September 27, 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, The dispute concerns the application of "hours of service" performed as a Union Mine Committeeman, as "hours worked" to determine the period of continuation of health and other non-pension benefit coverage for a laid-off Employee by the Employer under the terms of the Employer's Benefit Plan. The Trustees hereby render their opinion on the matter.

Background Facts

Prior to his layoff on April 15, 1982, the Employee had worked 11 1/2 years for the Employer, He had worked a total of 1,946 hours, at classified work, for the Employer during the 24-consecutive calendar month period immediately prior to his date last worked. In addition, he had served 63 hours as a Union Mine Committeeman, beginning January 1982.

The Employer provided him with continuation of coverage for a period of six months based on the 1,946 hours actually worked for the Employer.

Dispute

Is the Employer responsible for the provision of benefit coverage for the Employee based on the combination of hours worked as a Union Mine Committeeman and hours worked in classified employment?.

Positions of Parties

Position of Employee Representative: The Employee would have worked more than 2,000 hours at his regular job if he did not have to perform his mine committee duties, and inasmuch as these

hours would be credited to his pension service time, the Employer should provide benefit coverage based on the total of 2,009 hours worked during the 24-month period.

Position of Employer: Since the 63 hours in question were paid by the Union in the performance of Union business, these hours are not creditable for the continuation of the coverage period for insurance benefits.

Pertinent Provisions

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

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 Last Worked From	Period of Coverage Continuation 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 Employer's Benefit Plan provides that eligibility for continuation of coverage is based on the number of hours worked for the Employer in the 24 consecutive calendar month period immediately prior to the date last worked. The Employer's benefit plan contains no definition of "hours worked".

Article XXIII of the 1981 Wage Agreement provides for the election of Union Mine Committee members to perform specific functions in connection with the contractual grievance procedure. These functions ordinarily are performed outside the Committee member's regularly scheduled shift and are not compensated by the employer. Accordingly, hours spent performing Mine Committee activities can not be considered as hours worked for the purpose of determining the period of continuation of health benefits coverage.

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Inasmuch as the Employee's total "hours worked" was more than 500 but less than 2,000 hours, he is eligible for continuation of coverage to the end of the month from his date last worked, plus 6 months.

Opinion of the Trustees

The Trustees are of the opinion that the Employer is responsible for providing benefit coverage for the Employee and his eligible dependents for the balance of the month from his data last worked, plus 6 months.