

June 29, 1982

(Opinion issued in letter form; name and address deleted)

Re: Opinion of Trustees
Resolution of Dispute
Case No. 309

Pursuant to Article I 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 your question concerning the provision of maternity benefit coverage for an Employee's spouse by the Employer under the terms of the Employer's Benefit Plan.

According to the information submitted, the Employee's spouse delivered a child on May 29, 1981, during the economic strike following the expiration of the 1971 Wage Agreement. The maternity charges were not paid by the Employer because the Employee had not paid any insurance premiums after the first 30 days of the economic strike, which began on March 27, 1981.

Under the terms of the Employer's Benefit Plan, the Employer is required to advance the Employee's insurance premium for the first 30 days of an economic strike, but is not required to pay any benefits for the remainder of the strike period. Because the Employee did not pay insurance premiums after April 27, 1981, the Employer is not responsible, under the terms of the Employer's Plan, for the provision of maternity benefits for the Employee's spouse.

The Employee claims, however, that the Employer should pay these benefits because the Employer's Plan Administrator advised him that his spouse's maternity charges would be covered during the strike period notwithstanding the fact that the Employee did not pay health insurance premiums after April 27, 1981. The terms of the Employer's Plan do not address the issue of whether the Employer would be bound by such statements of the Plan Administrator and the exemption granted to the Trustees by the United States Department of labor, effective March 27, 1978, only authorizes them to resolve disputes arising under the terms of the Employer's Benefit Plan. Therefore, the Trustees may not render an opinion on the issue raised by the Employee. Accordingly, the Trustees are not ruling on the merits of the controversy relating to the alleged statement of the Plan Administrator.

Sincerely,

Harrison Combs, Chairman

John J. O'Connell, Trustee

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Paul R. Dean, Trustee
