
OPINION OF TRUSTEES

In Re

Complainant: Surviving Spouse
Respondent: Employer
ROD Case No: 333 - 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 whether the Employers' responsible for health and death benefits coverage for a Surviving Spouse under the terms of the Employer's Benefit Plan and hereby render their opinion on the matter.

Background Facts

The Complainant's husband worked for the Respondent from July 22, 1980 to August 8, 1980, when he was laid off. He attained age 55 on September 22, 1981. Because he had not been recalled by the Respondent, he applied for his pension from the United Mine Workers of America 1974 Pension Plan. His application was approved effective October 1, 1981. He died on October 22, 1981.

The Complainant became eligible for and has been receiving a Surviving Spouse Benefit from the 1974 Pension Trust, effective November 1, 1981. The Respondent has not paid the Complainant the life insurance benefit of \$2,500 nor has it provided her with health benefits coverage.

Dispute

Is the Respondent responsible for the payment of the \$2,500 life insurance benefit and the provision of health benefits coverage for the Complainant?

Positions of the Parties

Position of the Complainant: The Respondent is responsible to provide health benefits coverage and pay the life insurance benefit.

Position of Respondent: The Respondent has not replied to our correspondence.

Pertinent Provisions

Article I (1), (2), (5) and (6) of the Employer's Benefit Plan provide:

Article I - Definitions

The following terms shall have the meanings herein set forth:

(1) "Employer" means (name of company).

(2) "Wage Agreement" means the National Bituminous Coal Wage Agreement of 1981, as amended from time to time, and any successor agreement....

(5) "Pensioner" shall mean any person who is receiving a pension, other than (i) a deferred vested pension based on less than 20 years of credited service or, (ii) a pension based in whole or in part on years of service credited under the terms of Article II G of the 1974 Pension Plan, or any corresponding paragraph of any successor thereto, under the 1974 Pension Plan (or any successor thereto), whose last classified signatory employment was with the Employer, subject to the provisions of Article II B of this Plan.

(6) "Beneficiary" shall mean any person who is eligible pursuant to the Plan to receive health benefits as set forth in Article III hereof.

Article II B, (1)(a)(b) and E. (2) of the Employer's Benefit Plan provide:

Article II - Eligibility

The persons eligible to receive the health benefits pursuant to Article III are as follows: ...

B. Pensioners

Health benefits and life insurance under Article III hereof shall be provided to Pensioners as follows:

(1) Any Pensioner who is not again employed in classified signatory employment subsequent to

(a) such Pensioner's initial date of retirement under the 1974 Pension Plan, and

(b) June 7, 1981, shall be eligible for coverage as a Pensioner under, and subject to all other provisions of this Plan. Notwithstanding (i) and (ii) of the definition of Pensioner in Article I (5) of this Plan, any such Pensioner who was eligible for benefits under the 1974 Benefit Plan as a Pensioner on December 5, 1977, shall be eligible for such benefits, subject to all other provisions of this Plan...

E. Surviving Spouse and Dependents of Deceased Employees or Pensioners

Health benefits under Article III shall be provided to (i) any unmarried surviving spouse (who was living with or being supported by the Employee or Pensioner immediately prior to the Employee's or Pensioner's death) and (ii) such spouse's unmarried surviving dependent children as defined in subparagraphs (2) and (5) of paragraph D, of an Employee or Pensioner who died: ...

(2) Under conditions which qualify such spouse for a Surviving Spouse benefit under the 1974 Pension Plan or any successor thereto....

Article III B. (2)(a) of the Employer's Benefit Plan which provides, in pertinent part:

Article III - Benefits

B. Life and Accidental Death and Dismemberment Insurance

(2) Pensioners

Upon the death of a Pensioner, as described in Article II, section B, life insurance shall be paid in a lump sum to the Pensioner's named beneficiary in the following amounts:

(a) \$2,500 if such Pensioner had dependents at the time of death, or...

Article XX, Section (6)(a) and (b) of the National Bituminous Coal Wage Agreement of 1981 provide:

(6) Pensions For Surviving Spouses

The 1974 Pension Plan provides for Surviving Spouse pensions. Benefits for an eligible surviving spouse will be payable in accordance with the following:

(a) If, on or after the effective date of this Agreement, a working miner dies (regardless of cause) and would have been eligible for an immediate pension had the miner retired on the date of his death the surviving spouse will be eligible for a pension equal to 50% of the pension the miner would have received, and will receive this pension until death. Such surviving spouse will be entitled to retain a Health Service card until death or remarriage, subject to the \$500 earnings limit.

(b) Upon the death of a pensioner, other than a deferred vested pensioner with less than 20 years of service, the surviving spouse of such pensioner will receive a pension equal to 50% of the pensioner's pension until death. Such surviving spouse will be entitled to retain a Health Service card until death or remarriage, subject to the \$500 earnings limit.

Discussion

Article II of the Employer's Benefit Plan provides that a surviving spouse of a pensioner is to be provided health benefits coverage. In addition, Article III of the Employer's Benefit Plan provides that a pensioner's named beneficiary shall be paid a lump sum of \$2,500 as a life insurance benefit. Although the Complainant's husband died before receiving a pension check from the United Mine Workers of America 1974 Pension Plan, he was determined to have been a pensioner effective October 1, 1981, approximately three weeks prior to his death. The Complainant became eligible for a Surviving Spouse benefit effective November 1, 1981 and has been receiving that benefit since that date.

Inasmuch as the deceased pensioner's last signatory classified employment was with the Respondent, and the Complainant is eligible for a Surviving Spouse benefit, the Respondent is responsible for the life insurance benefit and the provision of health benefits coverage for the Complainant.

Opinion of the Trustees

The Trustees are of the opinion that the Respondent is responsible for the payment of the \$2,500 life insurance benefit and the provision of health benefits coverage for the Complainant.