
OPINION OF TRUSTEES

In Re

Complainants: Surviving Spouse
Respondent: Employer
ROD Case No: 342 - August 25, 1986

Board of Trustees: Joseph P. Connors, Sr., Chairman; Paul R. Dean, Trustee; William B. Jordan, Trustee; William Miller, Trustee; Donald E. Pierce, Jr., 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 health benefits coverage for the surviving spouse of an Employee under the terms of the Employer Benefit Plan.

Background Facts

The Complainant is the surviving spouse of an Employee who died on December 30, 1978 at age fifty-three as the result of a heart attack suffered the previous day while performing classified work for the Employer.

A deposition taken in connection with a Workers' Compensation claim hearing indicates that the Employee was engaged in reflooring a runway on December 29, 1978, the day before his death. This work involved shoveling mud, carrying wooden timbers and nailing those timbers with a sixteen-pound sledge hammer. Workers' Compensation benefits were awarded to the complainant.

The Respondent has stated that it provided health benefits coverage for the Complainant for a period of sixty (60) months following her husband's death, pursuant to Article II E. of the Employer Benefit Plan. The Respondent terminated the Complainant's benefits coverage on December 31, 1983, and has denied responsibility for additional health benefits coverage because the Employee's death did not occur as the result of a mine accident and the Complainant is not eligible to receive a Surviving Spouse Benefit under the UMWA 1974 Pension Plan. In support of its position, the Respondent submitted a copy of ROD 217 (enclosed herein).

The Complainant has asked whether she is entitled to receive health benefits coverage for life under the terms of the Employer Benefit Plan and has also inquired as to her eligibility to receive pension benefits under the UMWA 1974 Pension Plan.

Dispute

Is the Respondent responsible for the provision of health benefits coverage for the Complainant beyond the 60 month period provided under Article II E. (3) of the Employer Benefit Plan.

Positions of the Parties

Position of Complainant: The Complainant asks whether the Respondent is responsible for providing health benefits coverage for life under the terms of the Employer Benefit Plan.

Position of Respondent: The Respondent is not responsible for the provision of health benefits coverage for the Complainant beyond the 60 month period because her husband's death was not the result of a mine accident and because the Complainant is not eligible to receive a Surviving Spouse Benefit under the UMWA 1974 Pension Plan.

Pertinent Provisions

Article I (1), (2) and (4) of the Employer Benefit Plan provides:

Article I - Definitions

The following terms shall have the meanings herein set forth:

- (1) "Employer" means (Coal Company).
- (2) "Wage Agreement" means the National Bituminous Coal Wage Agreement of 1978, as amended from time to time and any successor agreement.
- (3) "Employee" shall mean a person working in a classified job for the Employer, eligible to receive benefits hereunder.

Article II E. (1) of the Employer Benefit Plan provides:

Article II - Eligibility

E. Surviving Spouse and Dependents of Deceased Employees or Pensioners

Health benefits under Article III shall be provided to (i) any unmarried surviving spouse 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:

(1) as the result of a mine accident occurring on or after the effective date of the Plan while an Employee was working in a classified job for the Employer;

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

(3) At a time when such Employee or Pensioner is entitled to receive health benefits pursuant to paragraphs A, 8, or C of this Article II, provided that (i) if such Employee or Pensioner died prior to the effective date of the Wage Agreement and the spouse is not eligible for a surviving spouse benefit, then only for the period that the spouse is eligible to receive death benefits in installment payments pursuant to Paragraph D of Article III, or (ii) if such Employee or Pensioner died on or after the effective date of the Wage Agreement and the spouse is not eligible for a surviving spouse's benefit and life insurance benefits or death benefits are payable in a lump sum, then only for 60 months following the month of death of such Pensioner. If life insurance benefits or death benefits are not payable, health benefits shall be provided only to the end of the month in which the Employee or Pensioner died.

Discussion

Under Article II E. (1) of the Employer Benefit Plan, health benefits coverage is provided to an unmarried surviving spouse of an Employee or Pensioner who died as a result of a mine accident that occurred while the Employee was working in a classified job. Coverage for such widows and their eligible dependent children under age 22 is not limited to 60 months. The controlling issue in this case is whether the Complainant's husband, who died of a heart attack sustained while performing classified work in a mine, died as a result of a mine accident.

The Trustees previously addressed the issue of whether a mine worker who dies of a heart attack while performing classified work can be considered to have died as the result of a mine accident. In ROD 217, the Trustees determined that such a heart attack is not a mine accident within the meaning of the Employer Benefit Plan, and therefore does not establish a surviving spouse's eligibility for health benefits under Article II E. (1). Because the Complainant's husband died of a heart attack, and not a mine accident, and because the Complainant has not established eligibility for surviving spouse benefits, the Respondent is not responsible for providing health benefits beyond the 60 month period provided under Article II E. (3) of the Employer Benefit Plan.

The Complainant has also asked about her eligibility for pension benefits from the 1974 Pension Plan and Trust. The ROD procedure has been established to resolve disputes concerning the provision of benefits under the Employer Benefit Plan. Determination of pension eligibility is made by the Trustees under established procedures separate from the ROD process.

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The Respondent is not responsible for providing health benefits to the Complainant beyond the sixty months provided.