

OPINION OF TRUSTEES

In Re

Complainant: Widow of Employee
Respondent: Employer
ROD Case No: 81-506 - October 30, 1984

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 above referenced Request for Resolution of Dispute concerning the provision of health benefits coverage for a Surviving Spouse.

Background Facts

The Complainant's late husband last worked for the Employer on August 9, 1982, performing classified work. On January 26, 1983, the Social Security Administration determined that he became permanently disabled effective August 30, 1980. He continued to receive health benefits coverage under the Employer's Benefit Plan ("Employer Plan") as a disabled employee until his death on December 1, 1983, at age fifty-four.

The Respondent provided benefits coverage to the Complainant pursuant to Article II. E. (3) of the Employer Plan through December 31, 1983. The Employer terminated her health benefits coverage under the Employer Plan effective January 1, 1984.

Applications for a disability pension under the UMWA 1974 Pension Plan were filed on behalf of the Complainant's husband on May 3, 1982, and again on January 5, 1983. These applications were denied, however, because it was determined that his disability was not the result of a mine accident. On subsequent appeal by the Complainant, this denial was sustained.

Dispute

Is the Respondent responsible for providing health benefits coverage for the Complainant after December 31, 1983?

Positions of the Parties

Position of the Complainant: The Complainant submits she is entitled to health benefits coverage for a period of 60 months after her husband's death.

Position of the Respondent: Following the death of her husband the complainant qualified for health benefits coverage under Article II. E. (3) (ii) of the Employer Plan only. Under Article II. E. (3) (if) of the Employer Plan her coverage extends through the end of the month of her husband's death because life insurance was not then payable.

Pertinent Provisions

Article II C. of the Employer's Benefit Plan provides:

C. Disabled Employees

In addition to disabled Pensioners who are receiving pension benefits and are therefore entitled to receive health benefits under paragraph B of this Article II, health benefits under Article III shall also be provided to any Employee who:

- (1) (a) Has completed 20 years of credited service, including the required number of years of signatory service pursuant to Article IV Co (6) of the 1974 Pension Plan or any corresponding paragraph of any successor thereto, and
 - (b) has not attained age 55, and
 - (c) became disabled after December 6, 1974 while in classified employment with the Employer, and
 - (d) is eligible for Social Security Disability Insurance Benefits under Title II of the Social Security Act or its successor;
- (2) Becomes totally disabled due to a compensable disability within four years of the date the Employee would be eligible to receive a pension under the 1974 Pension Plan or any success [sic] thereto, as long as the Employee continues to be so disabled during the period for which Worker's Compensation payments (Workers' Compensation does not include Federal Black Lung Benefits) are applicable; or
- (3) Is receiving or would, upon proper application, be eligible to receive Sickness and Accident Benefits pursuant to the Wage Agreement.

Life and accidental death and dismemberment insurance shall also be provided to Employees described in (3) above.

Article II. E. of the Employer Benefit Plan provides:

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:

- (1) as a result of a mine accident occurring on or after the effective date of the Plan while the Employee was working in a classified job with the Employer;
- (2) under conditions which qualify such spouse for a Surviving Spouse benefit under the 1974 Pension Plan or any successor thereto; or
- (3) at a time when such Employee or Pensioner is entitled to receive health benefits pursuant to paragraph A, B, 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's benefit, then only for the period that the spouse is eligible to receive death benefits in installment payments pursuant to paragraph C 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 the death of such Employee or only for 22 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.

Article VI of the UMWA 1974 Pension Plan provides, in pertinent part:

SURVIVING SPOUSE BENEFIT

- A. (1) Except as provided in paragraph (B) of this Article, a Surviving Spouse Benefit is provided for any Participant who (a) has retired and is receiving a pension under this Plan, except a Participant receiving a deferred vested pension who has not completed at least twenty years of credited service, (b) has not retired but at the date of his death otherwise met the eligibility requirements for an immediate pension under Article II (A), (B), (C) or (D) under this Plan, or (c) has attained age 55 with at least twenty years of

credited service and who has retired and is entitled to elect an immediate pension under Article II (A), II (B) or II (E) at the date of death.

Discussion

Article II E. of the Employer Plan sets forth three alternate circumstances under which a surviving spouse may qualify for health benefits coverage. The Complainant is excluded under the first alternative because her husband's death was not the result of a mine accident. Similarly, she is precluded from receiving benefits coverage under the second alternative because her husband was not receiving, nor was he eligible to receive, pension benefits under the UMWA 1974 Pension Plan.

The third alternative under Article II E. (3) of the Employer Plan, provides benefits coverage to a surviving spouse of an Employee who died after the effective date of the Plan while eligible to receive health benefits, as follows: (a) if the spouse is not eligible for a Surviving, Spouse's benefit and life or death benefits are payable upon the Employee's death such coverage will be provided for sixty months following the Employee's death; or (b) if life insurance benefits are not payable, health benefits for such spouse shall be provided only to the end of the month in which the Employee died.

Under the provisions of Article II C of the Employer Plan, life and accidental death benefits coverage is provided only to those Disabled Employees who are entitled to receive health benefits coverage under sub-paragraph (3) of that Section, pursuant to their eligibility to receive Sickness and Accident (S&A) benefits. S&A benefits may be provided for a maximum of fifty two weeks from the Employee's date last worked due to Illness or injury.

In this instance the Complainant's husband died approximately fifteen months following his date last worked. Consequently, he was ineligible to receive S&A benefits or life insurance benefits. Therefore his eligibility for health benefits coverage was derived solely from Article II C (1) of the Employer Plan. Inasmuch as life insurance benefits were not payable at the time of his death, the Complainant's entitlement to health benefits coverage ceased at the end of the month in which her husband died.

Opinion of the Trustees

Based upon the foregoing, the Trustees conclude that the Employer is not responsible for providing health benefits coverage to the Complainant or her eligible dependents after December 31, 1983, the month in which her husband died.