

OPINION OF TRUSTEES

In Re

Complainant: Surviving Spouse
Respondent: Employer
ROD Case No: 81-637 - 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 ("UMWA") 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 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 a mine worker who was killed in a mine accident on July 13, 1983 while working in a classified job for the Respondent. The Respondent was signatory to the National Bituminous Coal Wage Agreement ("Wage Agreement") of 1981, which expired September 30, 1984, and did not sign the 1984 Wage Agreement. The Respondent provided the Complainant death benefits and continued health benefits coverage through November 14, 1984. On January 24, 1985 the Complainant was notified that health benefits coverage was terminated as of November 15, 1984.

The Complainant contends that the Respondent is responsible for providing health benefits to her and her eligible dependents from November 15, 1984 to June 7, 1986, the date she remarried. The Respondent has failed to reply to repeated requests by Funds' staff to provide its position in this dispute.

Dispute

Whether the Respondent is responsible for providing health benefits to the Complainant after November 15, 1984.

Position of the Parties

Position of the Complainant: The Respondent is responsible for the provision of health benefits to the Complainant and her eligible dependents from November 15, 1984 until the date she remarried.

Position of the Respondent: Respondent has not provided its position in this dispute.

Pertinent Provisions

Article XX (C)(3)(i) of the National Bituminous Coal Wage Agreement of 1981 provides:

(3) (i) Each signatory Employer shall establish and maintain an Employee benefit plan to provide, implemented through an insurance carrier(s), health and other non-pension benefits for its Employees covered by this Agreement as well as pensioners, under the 1974 Pension Plan and Trust, whose last signatory classified employment was with such Employer. The benefits provided by the Employer to its eligible Participants pursuant to such plans shall be guaranteed during the term of this Agreement by that Employer at levels set forth in such plans. Such plans shall also include that each signatory Employer continue to make the death benefit payments in pay status as of December 5, 1977, for deceased Employees and pensioners under the 1974 Pension Plan whose last signatory classified employment was with such Employer, in the same manner and in the same amounts as previously provided for in the 1974 Benefit Plan and Trust. The plans established pursuant to this subsection are incorporated by reference and made a part of this Agreement, and the terms and conditions under which the health and other non-pension benefits will be provided under such plans are as to be set forth in such plans.

Article I (1), (2), (4) and (7) of the Employer Benefit Plan provides:

Article I - Definitions

The following terms shall have the meanings herein set forth: (1)

- (1) "Employer" means (name of Coal Company).
- (2) "Wage Agreement" means the National Bituminous Coal Wage Agreement of 1981, as amended from time to time and any successor agreement.
- (4) "Employee" shall mean a person working in a classified job for the Employer, eligible to receive benefits hereunder.
- (7) "Dependent" shall mean any person who is eligible pursuant to the Plan to receive benefits as set forth in Article III hereof.

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

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 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 for the Employer;

Health benefits shall continue for a surviving spouse until the remarriage of such spouse, but if such spouse is entitled to such benefits under Paragraph (3) above, such health benefits will continue not longer than for the period specified in Paragraph (3) above.

Discussion

Article II E. of the Employer Benefit Plan requires a signatory employer to provide health and other non-pension benefits for the unmarried surviving spouse and eligible dependents of a mine worker who is killed in a mine accident while working in a classified job for such Employer. Inasmuch as the Complainant's husband was employed in a classified position at the time he was killed, and Inasmuch as the Complainant did not remarry until June 7, 1986, the Respondent was responsible for health benefits coverage for the Complainant and her eligible dependents during the term of the 1981 Wage Agreement.

The issue here, however, is whether the Respondent was contractually obligated to provide such coverage for any period beyond the expiration of the 1981 Wage Agreement when the Respondent did not sign the 1984 Wage Agreement. The United States Court of Appeals for the Fourth Circuit, in Dist. 29, United Mine Workers of America, et. al. v. Royal Coal Co., 768 F. 2d 588, 592 (4th Cir. 1985) and Dist. 17, United Mine Workers of America, et. al. v. Allied Corp., etc., 765 F. 2d 412, 417 (4th Cir. 1985) (*en banc*), has ruled that an Employer's contractual obligation to provide health benefits does not extend beyond the expiration of the Wage Agreement.

Opinion of the Trustees

Given the controlling language of the applicable Wage Agreement and Plan documents and in light of the Fourth Circuit's recent decisions, the Respondent is not responsible for providing health benefits to the Complainant following the expiration of the 1981 Wage Agreement.