
OPINION OF TRUSTEES

IN RE

Complainant: Surviving Spouse
Respondent: Employer
ROD Case No: 84-213 - September 30, 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 the provision of health benefits coverage for a Surviving Spouse under the terms of the Employer Benefit Plan.

Background Facts

The Complainant's husband performed classified work for the Respondent from May 1977 to June 18, 1978, at which time he applied for and received a pension under the 1974 Pension Plan, effective August 1, 1978. On January 10, 1982, he died and the Complainant was awarded a Surviving Spouse pension, effective February 1982.

The Complainant has stated that the Respondent terminated her health benefits coverage on December 31, 1983. In Resolution of Dispute 81-611 (enclosed herein), the Trustees determined that the Respondent, who was signatory to the National Bituminous Coal Wage Agreement ("Wage Agreement") of 1981, was responsible for providing the Complainant with health benefits coverage through September 30, 1984, the expiration of the 1981 Wage Agreement.

On May 1, 1985, subsequent to the filing of Resolution of Dispute 81-611, the Respondent signed the 1984 Wage Agreement. The Complainant now contends that the Respondent is responsible for providing her health benefits coverage during the term of the 1984 Wage Agreement. The Respondent has not replied to repeated correspondence from the Funds regarding its position in this dispute.

Dispute

Is the Respondent responsible for providing health benefits coverage for the Complainant during the term of the 1984 Wage Agreement?

Positions of the Parties

Position of the Complainant: The Respondent is responsible for providing her health benefits coverage during the term of the 1984 Wage Agreement.

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

Pertinent Provisions

Article XX Section (c) (3) (i) of the National Bituminous Coal Wage Agreement of 1984 provides:

Article XX - Health and Retirement Benefits

Section (c) 1974 Plans and Trusts

(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.

Article I (1), (2) (5) and (6) of the 1984 Employer Benefit Plan provide:

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 1984, 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 E. (2) and (3) of the 1984 Employer Benefit Plan provide:

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 (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:

...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. Health benefits shall not be provided during any month in which such surviving spouse is regularly employed at an earnings rate equivalent to at least \$800 per month...

Discussion

In Resolution of Dispute 81-611, the Trustees determined that the Respondent was responsible for the provision of health benefits to the Complainant during the term of the 1981 Wage Agreement. The issue in this dispute is whether the Respondent, who signed the 1984 Wage Agreement on May 1, 1988, is now responsible for the provision of the Complainant's health benefits during the term of the 1984 Wage Agreement.

Article II E. (2) of the 1984 Employer Benefit Plan requires a signatory employer to provide health benefits for a deceased Pensioner's surviving spouse, if such surviving spouse is receiving a Surviving Spouse benefit under the 1974 Pension Plan. Inasmuch as the Complainant is receiving a Surviving Spouse benefit under the 1974 Pension Plan, and inasmuch as she meets the requirements of Article II E. (3) of the Employer Benefit Plan, the Respondent is responsible for the provision of her health benefits from the effective date of the 1984 Wage Agreement, in this case, May 1, 1985.

Opinion of the Trustees

The Respondent is responsible for providing the Complainant with health benefits coverage from May 1, 1985, the effective date of the 1984 Wage Agreement, through the expiration of that Agreement.