

OPINION OF TRUSTEES

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In Re

Complainant: Surviving Spouse  
Respondent: Employer  
ROD Case No: 84-272 - January 13, 1987

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 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 of the Respondent who was granted a leave of absence by the Respondent on September 2, 1981, for the purpose of accepting temporary employment with the United Mine Workers of America (UMWA). The Employee last worked for the Respondent on September 1, 1981

The Respondent has stated that it provided continuation of the Employee's health, life and accidental death and dismemberment coverage through December 30, 1981. The Respondent has stated that in accordance with Article III D. (I) (c) of the Employer Benefit Plan, the Employee was not eligible for such benefits beyond that date.

The Complainant has stated that the Employee did not return to active employment with the Respondent before he died on August 12, 1986. At that time, he was still employed with the UMWA. The Complainant asks whether she is entitled to a life insurance benefit from the Respondent.

Dispute

Is the Respondent responsible for the payment of a life insurance benefit to the Complainant?

Positions of the Parties

Position of the Complainant: The Complainant asks whether she is entitled to a life insurance benefit from the Respondent.

Position of the Respondent: The Employee was not eligible for benefits coverage on the date of his death. Therefore, the Complainant is not eligible to receive a life insurance benefit under the Employer Benefit Plan.

Pertinent Provisions

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

Article I - Definitions

The following terms shall have the meanings herein set forth:

- (1) "Employer" means (name of Coal Company).
- (2) "Wage Agreement" means the National Bituminous Coal Wage Agreement of 1984, 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 described in Section D of Article II hereof.

Article II A. (3) of the Employer Benefit Plan provides in pertinent part:

Article II - Eligibility

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

A. Active Employees

- (3) ...any Employee of the Employer who is not actively at work\* for the Employer on the effective date of the Wage Agreement will not be eligible for coverage under the Plan until he returns to active employment with the Employer.

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\*Actively at work includes an Employee of the Employer who was actively at work on September 30, 1984, and who returns to active work with the Employer two weeks after the effective date of the Wage Agreement.

Article III D. (1) (c) 1. of the Employer Benefit Plan provides:

Article III - Benefits

D. General Provisions

(1) Continuation of Coverage

(c) Leave of Absence

1. During any period for which an employee is granted an approved leave of absence for the purpose of accepting temporary employment with the United Mine Workers of America (UMWA) such Employee shall be eligible to continue health, life and accidental death and dismemberment coverage for a period not to exceed 120 calendar days within any 12-month period.

Discussion

Article III D. (1) (c) 1. of the Employer Benefit Plan provides continued benefits coverage for an Employee on leave of absence for the purpose of accepting UMWA employment. The provision stipulates that such coverage shall be provided for a period not to exceed 120 calendar days within any 12-month period.

The Employee began his leave of absence on September 2, 1981. The Respondent provided continued benefits coverage for the Employee and his dependents through December 30, 1981, in accordance with Article III D. (1) (c) 1. Inasmuch as the Employee's death on August 12, 1986 occurred after his eligibility for benefits had terminated, the Complainant is not eligible to receive a life insurance benefit under the Employer Benefit Plan.

Opinion of the Trustees

The Respondent is not responsible for the payment of a life insurance benefit to the Complainant.