

---

## OPINION OF TRUSTEES

---

### In Re

Complainant: Surviving Spouse  
Respondent: Employer  
ROD Case No: 84-400 - November 11, 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 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 as a result of a mine accident on February 24, 1984, while working in a classified job for the Respondent. Information provided by the Complainant indicates that her husband had been employed by the Respondent in a classified position since October 17, 1983. The Respondent was signatory to the National Bituminous Coal Wage Agreement ("Wage Agreement") of 1981, and is signatory to the 1984 Wage Agreement. The representative for the Complainant states that the Respondent has not provided health benefits coverage for the Complainant and her eligible dependent since the Employee's death. In addition, the representative states that the Respondent has not paid medical bills incurred by the Employee while he was employed with the Respondent.

The representative for the Complainant states that the Complainant was living with the deceased miner at the time of his death and has not remarried; therefore, the Respondent is responsible for providing health benefits coverage for the Complainant and her four-year-old dependent son. The representative also contends that the Respondent is responsible for payment of the unpaid medical bills incurred prior to the Employee's death.

### Dispute

Whether the Respondent is responsible for providing health benefits coverage for the Complainant and her eligible dependent following the Complainant's husband's death, and for payment of medical expenses incurred during the Complainant's husband's employment with the Respondent.

### Positions of the Parties

Position of the Complainant: The Respondent is responsible for the provision health benefits coverage for the Complainant and her dependent son following the Complainant's husband's death, and for payment of covered medical expenses incurred during the Complainant's husband's employment with the Respondent.

Position of the Respondent: The Respondent has not responded to repeated correspondence from Funds staff regarding its position in this dispute.

#### Pertinent Provisions

Article I (1), (2), (4) and (7) of the 1981 and 1984 Employer Benefit Plans provide:

#### Article I - Definitions

The following terms shall have the meanings herein set forth:

- (1) "Employer" means (Employer's Name)
- (2) "Wage Agreement" means the National Bituminous Coal Wage Agreement of 1981 [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. (4) and E. (1) of the 1981 and 1984 Employer Benefit Plans provide:

#### Article II - Eligibility

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

##### A. Active Employees

(4) A new Employee will be eligible for health benefits from the first day worked with the Employer.

##### 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 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 A. of the 1981 Employer Benefit Plan provides health benefits coverage for a classified Employee from the first day of work for a signatory Employer. Inasmuch as the Complainant's husband was employed by the Respondent in a classified position from October 17, 1983 until his death on February 24, 1984, the Respondent is responsible for payment of the covered medical expenses incurred by the Employee and his eligible dependents during that period.

Article II E. of the 1981 and 1984 Employer Benefit Plans requires a signatory Employer to provide health benefits coverage for the unmarried surviving spouse and the unmarried eligible dependents of an Employee who died as a result of a mine accident while working in a classified job for such Employer. Inasmuch as the Complainant's husband died as a result of a mine accident while working in a classified job for the Respondent and the Complainant has not remarried, the Respondent is responsible for providing health benefits coverage for the Complainant and her four-year-old dependent son following the Employee's death under the terms of the Employer Benefit Plans.

#### Opinion of the Trustees

The Respondent is responsible for payment of the covered medical expenses incurred by the Employee and his eligible dependents during his active employment with the Respondent. The Respondent is responsible for providing health benefits coverage for the Complainant and her dependent son following the Employee's death under the terms of the Employer Benefit Plans.