

OPINION OF TRUSTEES

In Re

Complainant: Surviving Spouse
Respondent: Employer
ROD Case No: 84-428 - July 17, 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 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 worked for the Respondent from September 24, 1982 through April 4, 1986, when he became disabled due to illness. The Complainant's husband worked over 2,000 hours for the Respondent during the 24-month period prior to April 4, 1986. The Complainant's husband was unable to return to work prior to his death on February 27, 1987. The Respondent paid the Complainant a lump-sum life insurance benefit and provided her health benefits coverage through April 30, 1987, when all coverage was terminated.

Dispute

Whether the Respondent is responsible for providing health benefits coverage for the Complainant and her eligible dependents after April 30, 1987.

Positions of the Parties

Position of the Complainant: The representative for the Complainant contends that the complainant is eligible for health benefits coverage for 60 months following the month in which the Complainant's husband died. The representative contends that the Complainant's dependent children are entitled to health benefits from the Respondent until they attain age 22.

Position of the Respondent: The Complainant's husband was eligible for health benefits as a disabled Employee for the balance of the month plus 12 months from the date last worked, or through April 30, 1987. The respondent is not responsible for providing health benefits for the Complainant and her dependents beyond that date.

Pertinent Provisions

Article I (I), (2) and (4) of the Employer Benefit Plan 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 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.

Article II D. (2) and (5) of the Employer Benefit Plan provide:

Article II - Eligibility

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

D. Eligible Dependents

Health benefits under Article III shall be provided to the following members of the family of any Employee, Pensioner, or disabled Employee receiving health benefits pursuant to paragraphs A, B, or C of this Article II:

- (2) Unmarried dependent children of an eligible Employee or Pensioner who have not attained age 22;
- (5) Dependent children (of any age), of an eligible Employee, Pensioner or spouse, who are mentally retarded or who become disabled prior to attaining age 22 and such disability is continuous and are either living in same household with such Employee or Pensioner or are confined to an institution for care or treatment. Health benefits for such children will continue as long as a surviving parent is eligible for health benefits.

For purposes of this paragraph D, a person shall be considered dependent upon an eligible Employee, Pensioner or spouse if such Employee, Pensioner or spouse provides on a regular basis over one-half of the support to such person.

Article II E. (3) 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:

(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 D 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 are not payable, health benefits shall be provided only to the end of the month in which the Employee or Pensioner died.

Discussion

Article II E. (3) (ii) of the Employer Benefit Plan requires a signatory Employer to provide health and other non-pension benefits to the surviving spouse and eligible dependents of a disabled Employee for a 60 month period, if such Employee died after the effective date of the Wage Agreement, if the surviving spouse is not eligible for a Surviving Spouse benefit, if life insurance or death benefits are payable to the surviving spouse in a lump sum, and so long as the surviving spouse and eligible dependents remain unmarried during such period. The Complainant currently meets these requirements. Accordingly, the Respondent is responsible for providing the Complainant and her eligible dependents with health benefits for 60 months from the month following her husband's death, providing they remain unmarried.

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The Respondent is responsible for providing health benefits to the Complainant and her eligible dependents for a period of 60 months following the month in which the Complainant's husband died, consistent with the requirement that they remain unmarried during the period.