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## OPINION OF TRUSTEES

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### In Re

Complainant: Surviving Spouse  
Respondent: Employer  
ROD Case No: 84-455 - November 18, 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 a surviving spouse under the terms of the Employer Benefit Plan.

### Background Facts

The Complainant is the surviving spouse of an Employee who was killed in a mine accident on November 4, 1977 while working in a classified job for the Respondent. The Complainant is not eligible for a Surviving Spouse benefit under the 1974 Pension Plan. The Respondent provided health benefits coverage for the Complainant for 60 months following her husband's death, through December 31, 1982.

The Respondent indicates that the Complainant was provided with 60 months of health benefits coverage in accordance with Article II. E. (3) of the Employer Benefit Plan which states that if an Employee dies prior to the effective date of the Wage Agreement and the spouse is not eligible for a Surviving Spouse's benefit, then health benefits shall be provided to the unmarried surviving spouse only for the period that the spouse is eligible to receive death benefits in installment payments. The Respondent states that the Complainant was eligible to receive death benefits in installment payments for 60 months following the Employee's death on November 4, 1977; therefore, it provided health benefits coverage for the Complainant until December 31, 1982. The Respondent's position is that no additional period of coverage is required under the Employer Benefit Plan.

### Dispute

Whether the Respondent is responsible for providing health benefits coverage for the Complainant beyond the 60-month period which ended on December 31, 1982.

### Positions of the Parties

Position of the Complainant: The Respondent is responsible for providing health benefits coverage for the Complainant beyond December 31, 1982.

Position of the Respondent: The Complainant received health benefits coverage for 60 months, through December 31, 1982; no additional period of coverage is required under the Plan.

### Pertinent Provisions

Article II. E. (1) of the UMWA 1974 Benefit Plan and Trust, effective December 6, 1974, provides:

#### Article II

##### E. Surviving Spouse and Dependents of Deceased Miners

Health benefits under Article III shall be provided to (1) any unmarried surviving spouse and (2) her unmarried surviving dependent children as defined in subparagraphs (2) and (5) of paragraph D, of a miner who died:

- (1) As a result of a mine accident occurring on or after the effective date while the Employee was working in a classified job for an Employer,

Health benefits shall continue for a surviving spouse until her death or remarriage unless she is entitled to such benefits under paragraph E(4), in which case they shall not continue beyond the period in which death benefits are being paid.

Article XX Section (c)(3) of the 1978 Wage Agreement provides in pertinent part:

(3)(i) Except as provided in (ii) below, effective on June 1, 1978, each signatory Employer shall establish 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 classified employment was with such Employer.

(ii) In lieu of (i) above, any signatory Employer may elect to implement the above health benefit coverage through a private insurance carrier(s) on the effective date of this Agreement.

Article II. E. (1) and (3) of the 1978 Employer Benefit Plan provide in pertinent part:

#### 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 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;
- (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, ...

Health benefits shall continue for a surviving spouse (and dependent children) for any month in which such surviving spouse does not earn more than \$200 until the death or 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.

Article II. E. (I) of the 1981 and 1984 Employer Benefit Plans provides:

#### 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:

- (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 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 \$500 a month.

#### Discussion

Article II. E. (1) of the 1974 Benefit Plan and Trust established pursuant to the National Bituminous Coal Wage Agreement ("Wage Agreement") of 1974 provided health benefits coverage to the unmarried surviving spouse of an Employee who died as a result of a mine accident occurring on or after the effective date of the Plan, December 6, 1974. The Plan further stipulated that health benefits coverage shall continue for such surviving spouse until death or remarriage. The Complainant's husband died as a result of a mine accident on November 4, 1977, while working in a classified job for the Respondent. Therefore, at the time of her husband's death the Complainant was entitled to health benefits coverage until death or remarriage pursuant to Article II E. of the 1974 Benefit Plan, so long as her income did not exceed the earnings limitation requirements thereof.

Article XX Section (c)(3) of the 1978 Wage Agreement required each signatory Employer to establish an Employee benefit plan to provide health and other non-pension benefits to its Employees and Pensioners and to their eligible dependents. The Employer Benefit Plan established pursuant to the 1978 Wage Agreement was designed to continue benefits coverage previously provided under the 1974 Benefit Plan. Article II E. (1) of the Employer Benefit Plan provides health benefits coverage to the unmarried surviving spouse of an Employee who died as a result of a mine accident. Inasmuch as the Complainant is the surviving spouse of an Employee killed in a mine accident, her entitlement to benefits rests upon Article II E. (I) of the Employer Benefit Plan. Reference to Article II E. (3) of the Employer Benefit Plan is not applicable in this case. Accordingly, the Respondent is responsible for providing health benefits coverage for the Complainant so long as she remains unmarried and continues to satisfy the eligibility requirements set forth in Article II E. of the Employer Benefit Plan.

#### Opinion of the Trustees

The Respondent is responsible for providing health benefits coverage for the Complainant, so long as she remains unmarried and continues to satisfy the eligibility requirements set forth in Article II E. of the Employer Benefit Plan.