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## OPINION OF TRUSTEES

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### In Re

Complainant: Surviving Spouse  
Respondent: Employer  
ROD Case No: 84-524 - December 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 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 last worked in a classified position for the Respondent on September 28, 1984, when he was laid off. On May 13, 1985, the Employee died as a result of cardiopulmonary arrest at the age of 52. The Respondent provided the Complainant with a lump sum life insurance benefit and informed her that she was eligible for health benefits coverage for a period of 60 months following the Employee's death.

The Complainant was subsequently awarded a Pre-Retirement Survivor Annuity under the UMWA 1974 Pension Plan, effective September 1, 1987, the month following the month in which her husband would have attained age 55 (retirement age). The Complainant contends that the Pre-Retirement Survivor Annuity she receives is a Surviving Spouse pension, and therefore, she is entitled to health benefits coverage until death or remarriage.

The Respondent has stated that, under the terms of the Wage Agreement and the Employer Benefit Plan, there is no requirement to provide health benefits coverage until death or remarriage for a surviving spouse receiving a Pre-Retirement Survivor Annuity. The Respondent maintains that it is only responsible for providing health benefits coverage for the Complainant for a period of 60 months following her husband's death.

### Dispute

Whether the Respondent is responsible for providing health benefits coverage for the Complainant for a period of 60 months or until her death or remarriage.

Positions of the Parties

Position of the Complainant: The Respondent is responsible for providing health benefits coverage for the Complainant until her death or remarriage.

Position of the Respondent: The Complainant is entitled to only 60 months of health benefits coverage following her husband's death.

Pertinent Provisions

Article I (1), (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 E. (2) and (3) of the Employer Benefit Plan provide in pertinent part:

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;
- (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 C 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.

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. (2) of the Employer Benefit Plan requires a signatory Employer to provide health benefits coverage to the unmarried surviving spouse of an Employee until remarriage, if the Employee died under conditions which qualify such spouse for a Surviving Spouse benefit under the 1974 Pension Plan. The Complainant in this case contends that the Pre-Retirement Survivor Annuity she receives is a Surviving Spouse benefit and, therefore, she is eligible for health benefits coverage until remarriage. Under the terms of the 1974 Pension Plan, a Pre-Retirement Survivor Annuity and a Surviving Spouse benefit are separate and distinct types of pension benefits, having different eligibility requirements. As the surviving spouse of an Employee who died prior to retirement age, the Complainant is unable to satisfy the eligibility requirements for a Surviving Spouse benefit under the terms of the 1974 Pension Plan. Accordingly, the Complainant is not entitled to health benefits coverage until remarriage pursuant to Article II. E. (2).

Article II E. (3) (ii) of the Employer Benefit Plan requires a signatory Employer to provide health benefits coverage to the unmarried surviving spouse of an Employee for a 60-month period, if the Employee died after the effective date of the Wage Agreement, if the surviving spouse is not eligible for a Surviving Spouse benefit, and if life insurance benefits are payable to the surviving spouse in a lump sum. Inasmuch as the Complainant's husband died after the effective date of the Wage Agreement, the Complainant is not eligible for a Surviving Spouse benefit, and life insurance benefits were paid in a lump sum, the Respondent is responsible for providing the Complainant with health benefits coverage for 60 months following the month of her husband's death, provided she remains unmarried during the period.

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The Respondent is responsible for providing health benefits coverage to the Complainant for a period of 60 months following the month of her husband's death, provided she remains unmarried during the period.