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OPINION OF TRUSTEES

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In Re

Complainant: Surviving Spouse  
Respondent: Employer  
ROD Case No: 88-221 - January 19, 1990

Board of Trustees: Joseph P. Connors, Sr., Chairman; Paul R. Dean, Trustee; William Miller, Trustee; Donald E. Pierce, Jr., Trustee; Thomas H. Saggau, 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 died of a heart attack on June 8, 1988 while working in a classified job for the Respondent, a signatory employer. The Respondent paid the Complainant a lump-sum life insurance benefit; however, the Complainant states that health benefits coverage for her and her two children was terminated by the Respondent on June 9, 1988. The Complainant submitted medical bills incurred during June and July 1988 to the Respondent. The Complainant states that the Respondent paid one hospital bill, but failed to pay her other medical bills incurred during that period. The Complainant states that health benefits coverage was reinstated on August 1, 1988, and she and her dependents continued to receive coverage until May 31, 1989. The Complainant states that she has been without coverage since May 31, 1989 because the Respondent failed to pay the insurance premiums. The Complainant contends that she and her children are entitled to health benefits coverage for 60 months following the month in which her husband died.

Dispute

Whether the Respondent is responsible for providing health benefits coverage for the Complainant and her dependents for 60 months following the month in which the Complainant's husband died.

Positions of the Parties

Position of the Complainant: The Complainant and her eligible dependents are entitled to health benefits coverage for 60 months following the month in which the Complainant's husband died.

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

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 1988, 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 E. (3) 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;

...

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.

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 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 the 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.

Any children who have not attained age 22 shall not be entitled to receive health benefits under this paragraph E if they are employed and living outside the household (residence) of the surviving spouse or the immediate family of the deceased Employee or Pensioner.

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

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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 requirements of Article II E. of the Employer Benefit Plan.