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## OPINION OF TRUSTEES

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### In Re

Complainant: Surviving Spouse of a Deceased Employee  
Respondent: Employer  
ROD Case No: 88-295 - June 26, 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 grandchild of a deceased Employee under the terms of the Employer Benefit Plan.

### Background Facts

The Complainant is the surviving spouse of an Employee who died on April 23, 1987 while employed in a classified job for the Respondent. On February 25, 1990, the Complainant's 17-year-old dependent daughter gave birth to a daughter. The Complainant has submitted copies of unpaid medical bills incurred for services provided to the newborn. The Complainant has asked that the Respondent provide health benefits coverage for her grandchild who is living in her household.

The Respondent states that the Complainant and her daughter are eligible for health benefits coverage for 60 months as surviving dependents of an active Employee, in accordance with Article II E. of the Employer Benefit Plan. The Respondent claims that the Complainant's granddaughter is not entitled to health benefits coverage because the Employer Benefit Plan excludes grandchildren as covered dependents of a surviving spouse.

### Dispute

Whether the Complainant's granddaughter is eligible for health benefits coverage under the terms of the Employer Benefit Plan.

### Positions of the Parties

Position of the Complainant: The Complainant's granddaughter is entitled to health benefits coverage as a dependent of the surviving spouse of a deceased Employee.

Position of the Respondent: The Complainant's granddaughter is not entitled to health benefits coverage because she is not a covered dependent of a surviving spouse, as described under the terms of the Employer Benefit Plan.

#### 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 (5) and E. 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, 8, or 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 the 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.

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;
- (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 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 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.

Discussion

Under Article II E. of the Employer Benefit Plan, the surviving spouse of a deceased Employee and such spouse's unmarried surviving dependent children are entitled to receive health benefits coverage. There is no Plan provision that requires an Employer to provide health benefits coverage for the grandchild of a deceased Employee. Therefore, the

Respondent is not responsible for providing health benefits coverage for the Complainant's granddaughter.

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The Respondent is not responsible for providing health benefits coverage for the Complainant's granddaughter.