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## OPINION OF TRUSTEES

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### In Re

Complainant: Employee's Son  
Respondent: Employer  
ROD Case No: 88-376 - May 8, 1991

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 life insurance benefits under the terms of the Employer Benefit Plan.

### Background Facts

The Complainant is the son of a deceased Employee who worked in a classified position for the Respondent until March 31, 1989, when the Employee became disabled due to chronic illness. The Respondent provided continued health benefits and life insurance coverage for the Employee through March 31, 1990, pursuant to Article III. D. (1) (b) of the Employer Benefit Plan. The Employee was awarded Social Security Disability Insurance ("SSDI") benefits, effective September 1, 1989. Because the Employee was disabled and had completed over 20 years of credited service in the coal industry, he was eligible for and receiving health benefits coverage pursuant to Article II C. (1) of the Employer Benefit Plan when he died on August 25, 1990, at the age of 54.

The Respondent has denied the Complainant's claim for a life insurance benefit. The Respondent states that because the Employee was not eligible for life insurance coverage at the time of his death, a life insurance benefit is not payable in this case.

### Dispute

Is the Respondent required to provide a life insurance benefit to the Complainant?

### Positions of the Parties

Position of the Complainant: The Respondent is required to provide a life insurance benefit to the Complainant because the Complainant's father was eligible for continued benefits coverage, including life insurance, when he died.

Position of the Respondent: As a disabled Employee, the Complainant's father was not entitled to life insurance coverage at the time of his death; therefore, the Complainant is not entitled to a life insurance benefit.

#### 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 C. (1) and (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:

#### C. Disabled Employees

In addition to disabled Pensioners who are receiving pension benefits and are therefore entitled to receive health benefits under paragraph B of this Article II, health benefits under Article III shall also be provided to any Employee who:

- (1) (a) Has completed 20 years of credited service, including the required number of years of signatory service pursuant to Article IV C(6) of the 1974 Pension Plan or any corresponding paragraph of any successor thereto, and
- (b) has not attained age 55, and

- (c) became disabled after December 6, 1974 while in classified employment with the Employer, and
  - (d) is eligible for Social Security Disability Insurance Benefits under Title II of the Social Security Act or its successor;
- (3) Is receiving or would, upon proper application, be eligible to receive Sickness and Accident Benefits pursuant to the Wage Agreement.

Life and accidental death and dismemberment insurance shall also be provided to Employees described in (3) above.

Article III B. (1) of the Employer Benefit Plan provides in pertinent part:

B. Life and Accidental Death and Dismemberment Insurance

(1) Active Employees

Life and accidental death and dismemberment insurance will be provided for Employees, as described in Article II, Sections A and C (3)...

Discussion

Article III B. (1) of the Employer Benefit Plan provides life and accidental death and dismemberment insurance coverage to active Employees and certain disabled Employees, as described in Article II A. and C. (3) of the Plan. Inasmuch as the Complainant's father was receiving health benefits coverage as a disabled Employee pursuant to Article II C. (1) of the Plan at the time of his death, he was not entitled to life insurance coverage at that time. Accordingly, the Respondent is not responsible for providing the Complainant with a life insurance benefit.

Opinion of the Trustees

The Respondent is not required to provide a life insurance benefit to the Complainant.