
OPINION OF TRUSTEES

In Re

Complainant: Surviving Spouse
Respondent: Employer
ROD Case No: 02-028- February 15, 2006

Trustees: Micheal W. Buckner, A. Frank Dunham, Michael H. Holland, and
Elliot A. Segal.

The Trustees have reviewed the facts and circumstances of this dispute concerning the provision of benefits under the terms of the Employer Benefit Plan.

Background Facts

The Complainant is the surviving spouse of a mine worker whose last signatory Employer was the Respondent. The Complainant's husband was awarded a 30-and-Out pension under the 1974 Pension Plan effective March 1, 2004. When a mine worker receiving a 30-and-Out pension attains age 55, he becomes eligible for health benefits coverage from his last signatory Employer. The Complainant's husband's date of birth was April 15, 1951. On March 6, 2005, the Complainant's husband died at age 53.

Following the death of her husband, the Complainant was awarded a Surviving Spouse benefit under the 1974 Pension Plan. Subsequently, the Complainant contacted the Respondent concerning her eligibility for health benefits coverage as a surviving spouse. According to the Respondent, the Complainant is eligible for health benefits coverage effective the date the pensioner would have attained age 55. However, the Complainant is asking whether she is eligible for health benefits coverage prior to the date her husband would have attained age 55.

Dispute

Is the Respondent required to provide the Complainant health benefits coverage prior the date her husband would have attained age 55?

Positions of the Parties

Position of the Complainant: The Respondent is required to provide health benefits coverage to the surviving spouse prior to the date her husband would have attained age 55 because the Complainant is eligible for a Surviving Spouse benefit under the UMWA 1974 Pension Plan.

Position of the Respondent: The Complainant is eligible for health coverage on the date her husband would have attained age 55.

Pertinent Provisions

Article I (2), (4) and (5) of the 2002 Employer Benefit Plan provides:

ARTICLE I DEFINITIONS

The following terms shall have the meanings herein set forth:

(2) "Wage Agreement" means the National Bituminous Coal Wage Agreement of 2002, 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.

(5) "Pensioner" shall mean any person who is receiving a pension, other than (i) a deferred vested pension based on less than 20 years of credited service, (ii) a pension based in whole or in part on years of service credited under the terms of Article II G of the 1974 Pension Plan, or any corresponding paragraph of any successor thereto, under the 1974 Pension Plan (or any successor thereto), whose last classified signatory employment was with the Employer, subject to the provisions of Article II B of this Plan; or (iii) a special permanent layoff pension, special 30-and-out layoff pension, or 30-and-Out pension under the terms of Article II. E (4), II.E (5), or II.E. (6) of the 1974 Plan, during any period prior to the person's attainment of age 55. "Pensioner" shall not mean any individual entitled to benefits under section 9711 of the Internal Revenue Code of 1986, as amended by the Coal Industry Retiree Health Benefit Act of 1992.

Article II E. (2) of the 2002 Employer Benefit Plan provides

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 subsections (2) and (5) of section 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;

* * *

Discussion

The Complainant was awarded a Surviving Spouse benefit under the 1974 Pension Plan effective April 1, 2005. Article II E. (2) of the Employer Benefit Plan states that health benefits shall be provided to any unmarried surviving spouse of an "Employee" or "Pensioner" who died under conditions which qualify such spouse for a Surviving Spouse benefit under the 1974 Pension Plan. Therefore, to be eligible for health benefits coverage, the Complainant's husband must meet either the definition of "Employee" or "Pensioner".

The Complainant's husband was awarded a 30-and-Out Pension under the 1974 Pension Plan effective March 1, 2004. According to Article I (4) of the Employer Benefit Plan, an Employee is a person working in a classified job for the Employer. At the time of his death in March 2005, the Complainant's husband was not working in a classified job for the Respondent because he was receiving a pension. Consequently, the Complainant is not eligible for health benefits as a surviving spouse of an Employee because the Complainant's husband did not meet the definition of "Employee" at the time of his death.

According to Article I (5) of the Employer Benefit Plan, a mine worker who is eligible to receive a 30-and-Out pension and who has not attained age 55 does not meet the definition of Pensioner. The Complainant's husband was 53 years of age and was receiving a 30-and-Out pension under the 1974 Pension Plan at the time of his death on March 6, 2005. Therefore, the Complainant's husband would not have met the definition of "Pensioner" until he attained age 55 on April 15, 2006. Consequently, the Complainant could not be considered a surviving spouse of a Pensioner entitled to benefits prior to the date her husband would have attained age 55.

Opinion of the Trustees

The Respondent is not required to provide health benefits coverage for the Complainant as a surviving spouse pursuant to Article II E. (2) of the Employer Benefit Plan prior to the date her husband would have attained age 55.

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