

July 28, 1981

(Opinion issued in letter form; name and address deleted)

Re: Resolution of Dispute
Case No. 244

This is in response to the Request for Opinion you submitted concerning the responsibility of an Employer to provide health and other non-pension benefits to a laid-off Employee under the terms of the Employer's Plan after the expiration of the 1978 National Bituminous Coal Wage Agreement, during the economic strike period. Although the Employee would otherwise be eligible for continuation of coverage after March 27, 1981, under Article III. E (1) (a) of the Employer's Plan, that provision must be considered in conjunction with Article III. E (2).

Article III. E (2) of the Employer's Benefit Plan provides as follows:

In the event of an economic strike at the expiration of the 1978 Bituminous Coal Wage Agreement, the Employer will advance the premiums for health, vision care, and life and accidental death and dismemberment insurance coverage for the first 30 days of such strike. Such advanced premiums shall be repaid to the Employer by such Employees through a check-off deduction upon their return to work. Should such a strike continue beyond 30 days, the Union or such Employees may elect to pay premiums themselves.

Thus, Article III. E (2) does not require the Employer to pay for health and other non-pension benefit coverage for any Employee after the expiration of the 1978 Bituminous Coal Wage Agreement, if there is an economic strike. Because there is no exception for laid-off employees, the Employer is not required to pay for the laid-off Employee's coverage after March 27, 1981, during the economic strike.

Harrison Combs, Chairman

John J. O'Connell, Trustee

Paul R. Dean, Trustee