

April 27, 1982

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

Re: Opinion of Trustees
Resolution of Dispute
Case No. 269

This is in reference to your Request for Advisory Opinion concerning the responsibility of an Employer to provide health and other nonpension benefits to laid-off Employee during the economic strike which followed the expiration of the National Bituminous Coal Wage Agreement of 1978.

Although the Employees would otherwise be eligible for continuation of coverage after March 27, 1981, under Article III. E (1) (a) of the Employer's Benefit Plan, that provision must be considered in conjunction with Article II. 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 National 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 their coverage after March 27, 1981, during the economic strike, nor is there any provision that would extend coverage beyond a maximum of twelve months from the end of the month in which the employees last worked.

Sincerely,

Harrison Combs, Chairman

John J. O'Connell, Trustee

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Paul R. Dean, Trustee
