

November 24, 1981

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

Re: ROD No. 270

This is in reference to your Request for Advisory Opinion concerning your eligibility for life insurance benefits under the terms of the Employer's Benefit Plan based upon the death of your husband.

The evidence in file shows that your husband, who died on June 2, 1981, last worked in as a classified Employee for the Employer and was receiving a pension under the 1974 Pension Plan during the term of the 1978 Wage Agreement. He was, therefore, eligible for health and other non-pension benefits from the Employer through March 26, 1981. However, under Article XX, Section (c) (3) of the National Bituminous Coal Wage Agreement of 1978, benefits provided under the Employer's Plan are guaranteed only during the term of the 1978 Wage Agreement. Such benefits are not guaranteed after the expiration of the Agreement during an economic strike, such as that which occurred from March 27, 1981 until June 6, 1981.

Your husband's former Employer did, however, offer your husband an opportunity to continue his coverage during the strike by agreeing to reimburse the Employer for premiums advanced during the strike. Because your husband did not elect to have his coverage extended and because his death occurred during the strike period, the Employer is not responsible for the provision of life insurance benefits to you.

Harrison Combs, Chairman

John J. O'Connell, Trustee

Paul R. Dean, Trustee