

Opinion of the Trustees

ROD Case No. 327

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November 23, 1982

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

Re: Opinion of Trustees
Resolution of Dispute
Case No. 327

Pursuant to Article IX of the United Mine Workers of America 1950 Benefit Plan and Trust, and under the authority of an exemption granted by the United States Department of Labor, the Trustees have reviewed your questions concerning the provision of benefit coverage for laid-off Employees during the economic strike.

According to the information submitted to the Trustees, the Employer's Employees were laid off on March 26, 1981, and were recalled by the Employer on June 29, 1981, after the effective date of the National Bituminous Coal Wage Agreement of 1981. The Employer provided the Employees with benefits coverage, at his expense for the first 30 days of the economic strike which commenced on March 27, 1981. Thereafter, the Employer advanced insurance premiums for the Employees with the agreement of the Employees that they would repay such premiums upon their return to work.

Under Article III. E. (1) (a) of the Employer's Benefit Plan, the laid-off Employees' period of eligibility for continuation of coverage after March 26, 1981 would depend on the number of hours worked for the Employer during the 24-calendar month period prior to that date. However, the method of continuing such coverage would be governed by Article III. E. (2) of the Employer's Benefit Plan.

Under Article III. E. (2), an Employer is not required to provide Employees with any benefits coverage, at his expense, during an economic strike. An Employer is only required to advance insurance premiums for the first 30 days of a strike, and Employees must repay such premiums upon their return to work. With respect to strike periods after the first 30 days, the Union or the Employees may elect to pay premiums themselves, but the Employer is not required to advance insurance premium beyond the first 30 days.

In this case, therefore, as the Employer has provided benefits coverage for the first 30 days of the economic strike, the Employer has fulfilled his obligations under the Employer's Benefit Plan. And, under the terms of the Plan, because the Employees have returned to work, they are obligated to repay to the Employer the premiums advanced for the first 30 days.

Sincerely,

Harrison Combs, Chairman

John J. O'Connell, Trustee

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Paul R. Dean, Trustee
