

May 24, 1982

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

Re: Opinion of Trustees  
Resolution of Dispute  
Case No. 81-66

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 received the question of eligibility for health and other non-pension benefits under the Employer's Benefit Plan, as amended on June 7, 1981, for the dependents of an Employee who died during the economic work stoppage which followed the termination of the National Bituminous Coal Wage Agreement of 1978. Their opinion is issued in Question and Answer form as follows:

Subject: Eligibility for health and other non-pension benefits; dependents.

References: Article II. A (1), E (3), Employer's Benefit Plan, as amended June 7, 1981; Article III. E (2) Employer's Benefit Plan, effective March 27, 1975.

Question: An Employee, who had worked for the Employer in a classified job since 1975, dies during the second month of the strike period after the expiration of the 1978 Wage Agreement. He had not elected to pay the insurance premiums as provided in article III, E (2) of the Employer's Benefit Plan, effective March 27, 1978..

Is the Employer responsible for the provision of health and other non-pension benefits for the Employee's dependents after the economic work stoppage is terminated?

Answer: The Employee was not eligible for health and other non-pension benefits as an active employee pursuant to Article II. A (1) of the Employer's Benefit Plan, as amended on June 7, 1981. For the same reason, his surviving spouse is not eligible for benefits under Article II. E (3) of the Employer's Plan.

Article III. E (2) of the Employer's Benefit Plan, effective March 27, 1978, provides for advancement of insurance premiums by the Employer for the first 30 days of an economic strike following the expiration of the 1978 Wage Agreement. After that time, employees could elect to pay the premiums themselves. The Employee did not elect to pay such premiums, and thus neither he nor his dependents were eligible for health and other non-pension benefits under the Employer's Benefit Plan, effective March 27, 1978.

Therefore the Employer is not responsible for the provision of health and other non-pension benefits after the 30-day period following the expiration of the 1978 Wage Agreement.

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Harrison Combs, Chairman

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John J. O'Connell, Trustee

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Paul R. Dean, Trustee