

**Amoco Oil Company and Francis C. Thill and Robert B. Schalkle and George Hagerott, Jr.**  
Cases 18-CA-6651, 18-CA-6651-2, and 18-CA-6651-3

30 September 1987

DECISION AND ORDER

BY CHAIRMAN DOTSON AND MEMBERS  
JOHANSEN AND BABSON

On 21 October 1981 Administrative Law Judge Donald R. Holley issued the attached decision. The Respondent filed exceptions and a supporting brief.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and brief and has decided to affirm the judge's rulings, findings, and conclusions only to the extent consistent with this Decision and Order.

The General Counsel and the Respondent (Amoco) stipulated the relevant facts and documentary evidence here. Briefly, Amoco and Oil, Chemical and Atomic Workers International Union (OCAW) and its Local 6-10 (collectively the Union) were parties to a collective-bargaining agreement effective from 8 January 1979 to 7 January 1981, covering approximately 116 operating and maintenance employees at Amoco's Mandan, North Dakota refinery, the only location involved here. Pursuant to contract "reopener" provisions, the parties bargained about certain economic items not otherwise involved here. When the parties failed to reach agreement, the Union commenced a lawful economic strike as of 11:59 p.m. on 8 January 1980,<sup>1</sup> which continued until 29 March. Amoco maintained a "closed-gate" policy for the entire period of the strike, whereby no member of the bargaining unit was permitted to work, irrespective of whether he or she was willing and able to do so. Thus, no bargaining unit employees performed or were permitted to perform any work for the Company from 8 January until 29 March, and the Company operated the refinery solely with supervisors and other nonbargaining unit employees throughout this period.<sup>2</sup>

<sup>1</sup> All dates hereafter are 1980 unless otherwise designated

<sup>2</sup> In *Amoco Oil Co.*, 285 NLRB 918 (1987) (Case 14-CA-13423 et al) and *Amoco Oil Co.*, 286 NLRB 369 (1987) (Case 5-CA-12159 et al., *Amoco II*), we noted that Amoco's closed-gate policy had its genesis, in part, in strikes at two facilities in the late 1950s, during which Amoco had permitted unit employees to cross picket lines and work. Uncontroverted testimony in the above cases showed that violence ensued and that friction and ostracism of employees who crossed those picket lines still existed at the time of the hearings in those cases. As we further noted there, the closed-gate policy was also designed to ensure that the refinery can schedule personnel to "safely and efficiently" run the around-the-

In addition to contractual provisions, the Respondent provides several benefit plans that are maintained by Amoco's parent company and are available to employees of the parent company and its subsidiaries, including Amoco. Included among those are the Sickness and Disability (S&D) and Occupational Illness and Injury (OI&I) Plan. A booklet on "Employee Benefit Plans" summarizes the plans for employees' convenience, although it specifically does not fully describe all their provisions.<sup>3</sup> The collective-bargaining agreement specifically provides that the benefit plans "shall not in any instance be or become a part of this Agreement." Regarding the eligibility under the S&D and OI&I plan involved here, the judge found:

To become eligible to receive benefits under either plan, three conditions must be satisfied: (1) the employee must be verifiably injured or ill; (2) the employee must not have exhausted the benefit plans in question; and (3) the employee must be scheduled to work. There must be a disability-related loss of compensation. All employees are advised in the employee booklet that they are not eligible to receive S&D and OI&I benefits while they are on vacation, leave of absence, suspension or layoff, but will become eligible for these benefits at the time they are otherwise due to return to work. Consequently, by example, these benefits would be suspended for an employee who had been receiving them when placed on layoff as of the time the employee immediately below him on the seniority list is laid off. In the event of continued disability, benefits would resume when the employee just below in seniority is recalled by Respondent.

Amoco suspended the benefits of the three charging party employees concurrent with implementation of its closed-gate policy on 9 January.<sup>4</sup> The judge found that the Respondent thereby violated the Act, relying on the Board's decision in *Emerson Electric*.<sup>5</sup> For the reasons indicated below, we do not adopt the judge's analysis, and shall dismiss the complaint.<sup>6</sup>

clock operation during a strike *Amoco II*, supra, fn 4. As in those cases, the General Counsel does not contend that the "closed gate policy" or lockout is in any manner unlawful and we express no opinion on the lawfulness of this policy or its application to the Mandan refinery.

<sup>3</sup> The judge inadvertently stated that the plans were fully described in the booklet.

<sup>4</sup> The Respondent's suspension of other benefits or suspension of certain company-paid insurance premiums is not alleged to be unlawful.

<sup>5</sup> *Emerson Electric Co.*, 246 NLRB 1143 (1979), enf'd as modified 650 F.2d 463 (3d Cir. 1981), cert. denied 455 U.S. 939 (1982).

<sup>6</sup> The Respondent in its exceptions contends, inter alia, that the judge erred in failing to find *Emerson Electric* inapposite to the factually distinguishable situation in this case, and that the judge erred in failing to find

*Continued*

In *Texaco, Inc.*, 285 NLRB 241 (1987), the Board extensively reviewed the analyses of both Board and court cases in this area and expressly overruled the "coercive effects" theory of *Emerson Electric*. Rather, the Board concluded that the "question of whether an employer violates Section 8(a)(3) or (1) by refusing to continue benefit payments to a disabled employee on commencement of a strike will be resolved by application of the *Great Dane* test for alleged unlawful conduct."<sup>7</sup>

More recently, in *Amoco Oil Co.*, 285 NLRB 918 (1987) (Case 14-CA-13423 et al., noted in fn. 2, supra), the Board, applying the principles articulated in *Texaco* to basic facts virtually indistinguishable from those in this case, reversed the judge's findings that the Respondent violated the Act and dismissed the complaint.

In concluding there that the Respondent had come forward with legitimate and substantial business justification for its suspension of benefits sufficient to rebut a prima facie case made out by the General Counsel, the Board relied on the following.

The Respondent's S&D and OI&I Plan is designed to protect wages that disabled employees would otherwise have earned. The employee benefit handbook notes certain situations in which payments are discontinued, including, inter alia, leaves of absence, vacations, and layoffs; and provides that benefits will resume when a disabled employee is "otherwise due to return to work." The Board concluded that the listed events illustrated the general requirement that "work must be available in order for a disabled employee to be entitled to continued payment of disability benefits." (*Amoco*, supra.) The Board further cited undisputed testimony there by the director of benefits plans and personnel policy for the Respondent and its parent

that the strike settlement agreements negotiated by the employees' designated exclusive bargaining representative, including the withdrawal of all pending unfair labor practice charges, was not binding on the represented employees. In view of our grounds for dismissal set forth infra, we find it unnecessary to pass on these contentions in detail.

<sup>7</sup> As the Board noted in *Texaco*, supra at fn. 12, citing 388 U.S. at 34. The Court in *NLRB v. Great Dane [Trailers]*, 388 U.S. 26 (1967), articulated the following test for alleged unlawful motivation:

First, if it can reasonably be concluded that the employer's discriminatory conduct was "inherently destructive" of important employee rights, no proof of an antiumion motivation is needed and the Board can find an unfair labor practice even if the employer introduces evidence that the conduct was motivated by business considerations. Second, if the adverse effect of the discriminatory conduct on employee rights is "comparatively slight," an antiumion motivation must be proved to sustain the charge if the employer has come forward with evidence of legitimate and substantial business justifications for the conduct. Thus, in either situation, once it has been proved that the employer engaged in discriminatory conduct which could have adversely affected employee rights to some extent, the burden is upon the employer to establish that he was motivated by legitimate objectives since proof of motivation is most accessible to him.

company that "this general requirement has been applied by the Respondent consistently in the past on a corporatewide basis to various situations including lockouts." (*Ibid.*)

Finally, the Board found that the Respondent's implementation of the plan's dual eligibility requirements, i.e., of being both disabled and scheduled to work, was not discriminatory. Rather, it was consistent "with the terms of the plan and the Respondent's past practice with respect to disabled employees for whom no work was available both due to lockouts and for reasons other than a lockout." (*Amoco*, supra.) Finally, the Board found that there was no record evidence to support a conclusion that the Respondent's conduct was inherently destructive of employee rights. (*Ibid.*) That decision is controlling here.<sup>8</sup> As in that case, no work was available to represented employees pursuant to the closed-gate policy, which has not been alleged to be unlawful, regardless of employees' union membership or participation in the strike. Accordingly, we shall dismiss the complaint in its entirety.

#### ORDER

The complaint is dismissed.

<sup>8</sup> As noted above, the basic facts here are virtually indistinguishable from those in *Amoco*, supra. The events here involve the same corporatewide plan (with minor details not relevant here) and the same application of the Respondent's closed-gate policy during a nationwide strike called by OCAW International and its Locals at several facilities of the Respondent, as well as certain other employers.

*Nancy Gossell Lagaard, Esq.*, for the General Counsel.  
*John J. McGirl, Esq. and Lisa M. Hurwitz, Esq. (Doherty, Rumble & Butler)*, of Minneapolis, Minnesota, for the Respondent.

#### DECISION

##### STATEMENT OF THE CASE

DONALD R. HOLLEY, Administrative Law Judge. On charges filed by Francis C. Thill (Thill), Robert B. Schalkle (Schalkle), and George Hagerott, Jr. (Hagerott) in Cases 18-CA-6651(1-3), the Regional Director for Region 18 of the National Labor Relations Board (the Board) issued a complaint on July 9, 1980, alleging, inter alia, that Amoco Oil Company (Respondent) violated Section 8(a)(1) and (3) of the National Labor Relations Act (the Act), by discontinuing the payment of sickness and disability benefits and/or occupational illness and injury benefits to Thill, Schalkle, and Hagerott from January 8, 1980, until March 29, 1980, because they were employees in a bargaining unit that engaged in a strike against Respondent during the period described. Respondent filed a timely answer denying that it had engaged in the unfair labor practices alleged in the complaint.

The case was tried before me in Bismarck, North Dakota, on January 14, 1981. On the entire record, in-

cluding posthearing briefs filed by the parties and the testimony of the witnesses and my observation of their demeanor, I make the following

## FINDINGS OF FACT

### I. JURISDICTION

Respondent, a Maryland corporation, is a wholly owned subsidiary of Standard Oil of Indiana and is engaged in the operation of a refinery at Mandan, North Dakota. During the 12-month period ending December 31, 1979, it, in the course and conduct of its Mandan operations, sold and shipped from its Mandan facility products, goods, and materials valued in excess of \$50,000 to customers located outside the State of North Dakota. It is admitted, and I find, that Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

### II. STATUS OF LABOR ORGANIZATION

The complaint alleges, Respondent admits, and I find that Oil, Chemical and Atomic Workers International Union, Local 6-10, AFL-CIO (the Union) is a labor organization within the meaning of Section 2(5) of the Act.

### III. THE ALLEGED UNFAIR LABOR PRACTICES

#### A. Facts

#### 1. Chronology of events

Respondent manufactures light fuel at its Mandan refinery, which is operated 24 hours a day, 7 days a week. Some 191 persons are employed at the facility; approximately 127 are hourly paid employees. The Union has represented the hourly paid employees for an undisclosed period of time, and the collective-bargaining agreement in effect at the time of the commission of the alleged unfair labor practices was placed in the record as Joint Exhibit 2. The contract, which was effective during the period January 8, 1979, through January 7, 1981, contains a "reopener" clause that entitled the Union to elect to reopen for the purpose of renegotiating wages, revision of a medical plan, and vacation schedules on or after November 1, 1979.<sup>1</sup> By letter dated November 1, 1979, the Union exercised its option to reopen the contract noting therein that if no agreement was reached by January 8, 1980, it had the right to strike "without further notice."<sup>2</sup>

Negotiating sessions were held on December 19 and 22, 1979, and January 4 and 7, 1980. No agreement was reached. Consequently, the Union indicated at the January 7 session that it would strike at midnight on January 8.

When the Union indicated on January 7 that it intended to strike, James J. Cowley, manager of employee relations at the Mandan facility and Respondent's chief spokesman at the negotiations, advised representatives of the Union that: Amoco intended to continue to operate during any strike; that a staff program had been estab-

lished with supervisors and personnel not represented by the Union so that operations would continue safely, efficiently, and without interruption; and that no work would be made available during the strike to employees in the Union's bargaining units who might want to work.<sup>3</sup> Cowley also advised the union representatives that wages and certain benefits, including sickness and disability benefits (S & D benefits) and occupational illness and injury benefits (OI & I benefits), normally provided by Amoco, would be discontinued for union-represented employees if a work stoppage occurred and no work was scheduled for union-represented employees during the work stoppage. On that date, the representatives of the Union did not specifically object to a suspension of S & D and OI & I benefits, but instead stated that only the three items under negotiation could be terminated by the Company.

On January 8, Respondent notified bargaining unit employees by letter that it intended to operate the refinery with supervisors and unrepresented personnel during the strike, which was scheduled to begin on January 9.<sup>4</sup> The letter indicated that no work would be made available, at the outset of the strike, to bargaining unit employees who might desire to work. The letter advised that employees who desired to work during the strike could telephone a given number to indicate such desire to enable Respondent to contact them if it decided in the future to make work available to bargaining unit employees. Finally, the letter advised employees that certain benefits, including S & D benefits and OI & I benefits, would be discontinued during the strike, and that employees should take designated action to assure that other benefits (medical plan and life insurance) would remain in effect while they were not working.

When the strike started at midnight on January 8, employees Robert Schalkle and Francis Thill were on sick leave and were receiving S & D benefits. By separate letters dated January 9, 1980, Respondent notified both employees, *inter alia*, that the refinery would be operated by supervisors and unrepresented personnel during the strike; that at that time no work would be made available to bargaining unit employees during the strike; and that S & D benefits would be discontinued until "such time as the strike ends or work is made available to employees in the bargaining unit, whichever occurs sooner."<sup>5</sup>

Shortly before the strike began, bargaining unit employee George Hagerott Jr. was injured on the job. It is undisputed that Respondent's manager of employee rela-

<sup>3</sup> When work is not made available by the Respondent and employees are not scheduled to work, the Respondent defines this as its "closed gate" policy. The Respondent's witnesses testified that the adoption of its "closed gate" policy was solely out of its concern for potential violence and animosity among the employees. The Respondent wished to avoid the repetition of strike-related violence and animosity it had experienced in 1959 at its refineries in Sugar Creek, Missouri, and Texas City, Texas. No written policy dictating when a facility should implement a closed gate exists. Rather, companywide discussion occurs when a strike is anticipated. The final decision is made by each facilities' manager. The decision to implement the closed gate policy at the Mandan refinery was made by Respondent's refinery manager, William A. Burns, several days before January 8.

<sup>4</sup> See Jt. Exh. 4.

<sup>5</sup> See Jt. Exhs. 5(A) and (B).

<sup>1</sup> See memorandum of understanding attached to the agreement.

<sup>2</sup> See R. Exh. 1.

tions, Cowley, informed Hagerott that OI & I benefits would be discontinued during the strike and closed gate.

The parties stipulated that no work was made available to employee Schalkle, Thill, or Hagerott during the strike; that each employee remained a member in good standing in the Union at all times; and that before discontinuing the S & D benefits and failing to implement the OI & I benefits, Respondent did not first investigate whether the above-named employees were still sick, disabled, or whether they engaged in public support of the strike.

During the strike, employee Thill was released by his doctor and engaged in picketing on behalf of the Union on January 28. Hagerott was released by his doctor on March 6. Schalkle had not recovered when the strike ended on March 29.

On March 28, the Respondent and the Union entered into strike settlement agreements entitled "Memorandum of Agreement and a Return to Work Agreement."<sup>6</sup> Pursuant to these agreements, the closed gate policy was lifted, the strike ended, and the employees returned to work on March 29 at 4 p.m. In accord with a provision in the memorandum of understanding, the Union requested that the unfair labor practice charge it filed with the Board on January 31 be withdrawn. The Union's charge alleged, among other things, that Respondent's discontinuation of S & D and OI & I benefits during the strike constituted an unfair labor practice.<sup>7</sup> The Regional Director for Region 18 of the Board approved the withdrawal of the Union's unfair labor practice charge on April 8.<sup>8</sup>

## 2. The S & D and OI & I benefits plans

The record reveals the S & D and OI & I benefit plans are in effect at all of Respondent's facilities and are applicable to represented as well as unrepresented employees. The S & D plan provides employees with benefits when their illness or disabilities are not job related, and the OI & I plan provides benefits for injury or illness that are occupationally caused or related. Employees are not required to make contribution to either plan and while issues pertaining to the plans may be processed through the grievance procedure set forth in the collective-bargaining agreement, the agreement specifically provides the plans shall not be part of the agreement and that issues pertaining to the plans are not subject to referral to arbitration.<sup>9</sup> The plans are not funded. Instead, they are financed by Respondent from current earnings.

Respondent's benefit plans, including the S & D and OI & I benefit plans, are fully described in Joint Exhibit 3 entitled "Employee Benefit Plans." Thus, the booklet reveals an employee must be employed by Respondent for 1 year before he or she is covered by the S & D benefit plan. After 1 year, an employee is entitled to receive up to 2 weeks of full pay and 4 weeks of half pay if eligibility requirements are met. Thereafter, S & D benefits increase yearly until the maximum benefit of 12 weeks of

full pay and 40 weeks of half pay is reached with 10 or more years of employment with Respondent.

In contrast, OI & I eligibility begins immediately on employment with Respondent. OI & I benefits do not increase with continued employment. If an employee is eligible, the benefits provide for 12 weeks of full pay and 40 weeks of half pay.

To become eligible to receive benefits under either plan, three conditions must be satisfied: (1) the employee must be verifiably injured or ill; (2) the employee must not have exhausted the benefit plans in question; and (3) the employee must be scheduled to work. There must be a disability related loss of compensation. All employees are advised in the employee booklet that they are not eligible to receive S & D and OI & I benefits while they are on vacation, leave of absence, suspension, or layoff, but will become eligible for these benefits at the time they are otherwise due to return to work. Consequently, by example, these benefits would be suspended for an employee who had been receiving them when placed on layoff as of the time the employee immediately below him on the seniority list is laid off. In the event of continued disability, benefits would resume when the employee just below in seniority is recalled by Respondent. Employee eligibility under each plan is further refined in companywide guidelines used by each facility's employee relations manager.<sup>10</sup> In these guidelines, each plan has a subsection entitled "Circumstances Under Which Benefits Shall Not Be Given." The section under S & D states.

Benefits shall not be given while an employee is on vacation, lay-off, or approved absence, or would not have otherwise worked [R. Exh. 3, sec. 3620].

The guidelines for OI & I indicate that

No benefits shall be given while an employee would not have otherwise worked or after an employee leaves the service of the Company under the Retirement Plan [R. Exh. 3, sec. 37.15].

Finally, employees receive nothing from the S & D and OI & I benefit plans when they die or retire and unused benefits do not accrue or convert and cannot otherwise be claimed.

## B. Analysis and Conclusions

Recently, in *Emerson Electric Co.*, 246 NLRB 1143 (1979), the Board found an employer had violated Section 8(a)(1) and (3) of the Act by discontinuing, during a strike, sickness and accident benefits of employees who had been receiving them when the strike began, stating, inter alia (at 1143 and 1144):

[A]n employer may no longer require its disabled employees to disavow strike action during their sick leave in order to receive disability benefits. To allow the termination of such benefits to certain employees as a result solely of the strike activities of

<sup>6</sup> See Jt Exhs 9 and 10

<sup>7</sup> See Jt Exh 11(A)

<sup>8</sup> See Jt Exh 11(B)

<sup>9</sup> Jt Exh 2, art XII, p 31

<sup>10</sup> R Exh 3

others is to penalize the employees who have not yet acted in support of the strike. To the extent that *Southwestern Electric Power Co.* . . . is inconsistent with our decision herein, it is hereby overruled.

[W]e now hold that for an employer to be justified in terminating any disability benefits to employees who are unable to work at the start of a strike it must show that it has acquired information which indicates that the employee whose benefits are to be terminated has affirmatively acted to show public support for the strike. Barring such affirmative action . . . we agree . . . that the disabled employees found herein to have been discriminated against are entitled to (sickness and accident) benefits for the full length of their sickness or disability.

In the instant case, Respondent made no attempt to show that it acquired information that indicated that employees Schalkle, Thill, and Hagerott had affirmatively acted to show public support for the strike before they were denied S & D and/or IO & I benefits for the length of the strike and/or the closed gate period. Consequently, it would appear Respondent has failed to satisfy its burden of proof and the violation of Section 8(a)(1) and (3) has been established. For the reasons discussed below, Respondent contends no violation of the Act was committed.

Respondent's principal defense is a contention that *Emerson Electric* is not applicable because the instant case is factually distinguishable. Thus, Respondent observes that in *Emerson Electric* the sickness and disability benefits were part of the collective-bargaining agreement and the employer decided to deprive employees of such benefits during a strike because it assumed they supported the strike. Turning to the instant situation, Respondent observes that S & D and OI & I benefits are not part of the collective-bargaining agreement and the alleged discriminatees were deprived of benefits during the strike because Respondent lawfully decided for valid business reasons, that it would not make them available to bargaining unit employees during the strike. Respondent contends the factual difference should cause me to conclude that specific proof of an intent to discriminate is necessary if the violations alleged are to be found. I reject the contentions.

Inspection of *Emerson Electric* reveals the Board was faced in that case with a situation wherein employees had earned the right to receive sickness and disability benefits before a strike occurred. In that instance, the involved employees were deprived of such benefits during the strike because their fellow bargaining unit members elected to strike. The Board necessarily concluded that the action of the employer was inherently discriminatory as no specific evidence of antiunion animus was offered. In the instant case, each of the alleged discriminatees were entitled, at the time the strike began, to receive S & D and/or OI & I benefits. They were entitled to receive such benefits for the same reason the employees involved in *Emerson Electric* were entitled to receive such benefits, i.e., past service and/or job-related injury. Why were they deprived of the benefits they had earned? I

conclude the answer must be that they were deprived of the benefits because their fellow bargaining unit employees elected to strike. Here, Respondent simply accomplished indirectly precisely the same object accomplished directly in *Emerson Electric*. In sum, I find the underlying rationale of *Emerson Electric* is applicable to the instant case and conclude that the General Counsel was not obligated to offer specific proof of union animus to establish the violation alleged.

Remaining for discussion is Respondent's contention that the alleged discriminatees were bound by the Union's agreement to withdraw charges that alleged that Respondent's discontinuation of S & D benefits and OI & I benefits during the strike and the closed gate violated Section 8(a)(1) and (3) of the Act. The claim is clearly without merit as a union cannot waive the right of employees to file charges under the Act.<sup>11</sup>

For the reasons stated, I find that Respondent violated Section 8(a)(1) and (3) of the Act by depriving employees Robert B. Schalkle and Francis C. Thill of S & D benefits and by depriving employee George Hagerott Jr. of OI & I benefits because their fellow bargaining unit employees elected to strike.

By notifying the named employees they would be deprived of such benefits before ascertaining whether they supported the strike, Respondent violated Section 8(a)(1) of the Act.

#### IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES ON COMMERCE

The activities of the Respondent set forth in section III, above, found to constitute unfair labor practices occurring in connection with its operations described in section I, above, have a close, intimate, and substantial relationship to trade, traffic, and commerce among the several States and tend to lead labor disputes burdening and obstructing commerce and the free flow thereof.

#### CONCLUSIONS OF LAW

1. The Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. Oil, Chemical and Atomic Workers International Union, Local 6-10, AFL-CIO is a labor organization within the meaning of Section 2(5) of the Act.

3. The Respondent has violated Section 8(a)(3) and (1) of the Act by withholding payment of sickness and disability and occupational illness and injury benefits during a strike from the three employees named below in the remedy section of this decision for periods when these employees were not participants in the strike.

4. The Respondent has violated Section 8(a)(1) of the Act by announcing to employees that during a strike by the above-named Union, sickness and disability and occupational illness and injury benefit payments would be withheld from employees then receiving same who were not strike participants.

<sup>11</sup> See Sec 10(a) of the Act and *Emerson Electric*, supra at 1149

5. The aforesaid unfair labor practices are unfair labor practices within the meaning of Section 2(6) and (7) of the Act.

#### THE REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, it will be recommended that the Respondent be required to cease and desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act.

It having been found that the Respondent unlawfully withheld sickness and disability and occupational illness and injury benefit payments from the three employees

listed below during a strike at times when they were not strike participants, these employees should be reimbursed for benefits lost under these plans for January 8, 1980, the date the strike began, when these benefits payments were discontinued, until the dates shown below next to the names of the respective employees:<sup>12</sup>

Robert B. Schalkle	March 30, 1980
Francis C. Thill	January 28, 1980
George Haggerott Jr.	March 6, 1980

[Recommended Order omitted from publication.]

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<sup>12</sup> Interest shall be computed in accordance with *Florida Steel Corp.*, 231 NLRB 657 (1977)