
OPINION OF TRUSTEES

In Re

Complainant: Employee
Respondent: Employer
ROD Case No: 11-0084 – February 18, 2016

Trustees: Michael H. Holland, Michael O. McKown, Joseph R. Reschini, and
Marty D. Hudson

The Trustees have reviewed the facts and circumstances of this dispute concerning the provision of benefits under the terms of the Employer Benefit Plan.

Background Facts

The Complainant is an active Employee of the Respondent. The Complainant submitted to the Respondent a Common-Law Marriage Questionnaire signed and notarized on August 9, 2013, stating that he and his alleged common-law spouse had lived together for seven and one-half months, and entered into a common-law marriage on June 15, 2013. The Respondent informed the Complainant of the nine-month requirement to establish substantial and continuous duration and determined that the couple would not satisfy this requirement until at least nine months after June 15, 2013.

On September 27, 2013, the Complainant signed a second Common-Law Marriage Questionnaire and submitted it to the Respondent stating that the couple had lived together since December 2012, and entered into a common-law marriage on December 2, 2012. The Complainant indicated he was confused by the original form when he used June 15, 2013, as the date they entered into a common-law marriage. The Complainant stated that the couple had used that date because they originally thought they had to live together for at least six months to establish a common-law marriage in their state.

In support of his alleged common-law marriage, the Complainant submitted copies of the two Common-Law Marriage Questionnaires; signed and notarized statements from members of their community indicating the couple was recognized by the community as husband and wife in December 2012; a bill in the Complainant's name at the couple's shared address (previously the address of only the claimed common-law spouse), which indicates the cable service was installed on December 13, 2012; a copy of a change of address the Complainant reported to his credit union on December 13, 2012; a letter from an insurance company establishing that the Complainant and his alleged common-law spouse were both listed as drivers on an automobile policy beginning January 4, 2013; a copy of the new driver's license issued to the Complainant on January 22, 2013 at their shared address; a fitness club membership dated February 4, 2013,

listing their shared address; a warranty deed conveying real property to the couple effective February 13, 2013, notarized on August 13, 2013; a receipt for payment of a cable bill in September 2013 signed by the Complainant's alleged common-law spouse; and evidence of joint banking accounts and credit cards established effective mid-2013. The Complainant also submitted a W-4 form dated January 3, 2013, to his employer that shows the address shared with his claimed common-law spouse.

To contradict the Complainant's alleged common-law marriage, the Respondent submitted tax forms that the Complainant had previously submitted to the Respondent during the period of the alleged common-law marriage on which the Complainant indicated he was single. The Respondent refuses to recognize December 2, 2012, as the date on which the couple's common-law marriage began because the couple did not claim this date until after the Respondent had informed Complainant of the nine-month requirement.

The Complainant and his alleged common-law spouse married on November 23, 2013, and the Respondent began providing health benefits to the Complainant's spouse, effective the same date.

Dispute

Was the Complainant's alleged common-law spouse eligible for health benefits under the Employer Benefit Plan before the couple married on November 23, 2013?

Positions of the Parties

Position of the Complainant: A common-law marriage was established when the couple began living together on December 2, 2012.

Position of the Respondent: The Complainant has not sufficiently proved he entered into a common-law marriage with his spouse on December 2, 2012. A nine-month period beginning on June 15, 2013, the date first claimed on the Common-Law Marriage Questionnaire, is required to meet the substantial duration requirement for a common-law marriage.

Pertinent Provisions

Article II.D (1) of the Employer Benefit Plan states:

D. Eligible Dependents

Health benefits under Article III shall be provided to the following members of the family of any Employee, Pensioner, or disabled Employee receiving health benefits pursuant to sections A, B, or C of this Article II:

- (1) A spouse who is living with or being supported by an eligible Employee or Pensioner;

Question and Answer H-1 (81) states:

Subject: HEALTH BENEFITS; Common-Law Marriage, Children of a Common-Law Marriage

Reference: (50B) II C; (74B) II C

Question:

If a participant enters a common-law relationship, what is the health benefit status of:

- (1) the common-law spouse?
- (2) a 10-year old child, by a former marriage, of the common-law spouse?
- (3) a child born of the common-law marriage?

Answer:

If there is no living spouse of either party in the background, a valid common-law marriage exists if the relationship has been one of substantial and continuous duration and the parties have been living together openly as married persons and are recognized as such in the community.

Assuming a valid common-law marriage has been established, the dependent spouse will be eligible for health benefits and the children will also be eligible if they are dependent on the participant.

Discussion

Article II.D (1) of the Employer Benefit Plan provides health benefits coverage for a spouse who is living with or being supported by an eligible Employee or Pensioner. The issue of the eligibility of a common-law spouse for health benefits coverage under the Employer Benefit Plan has previously been addressed by the Trustees in Question and Answer (“Q&A”) H-1 (81). The Trustees stated in Q&A H-1 (81) that if there is no living spouse of either party in the background, a valid common-law marriage exists if the relationship has been of substantial and continuous duration and the parties to which have been living together openly as married persons and are recognized as such in the community. On July 24, 1987, the Trustees adopted an interpretation of the provisions of the 1950 and 1974 Benefit Plans, defining a common-law relationship of substantial and continuous duration as one which has or had continued for a period of not less than nine (9) months. Provided these conditions are met, a common-law spouse will be eligible for health benefits.

The parties do not dispute that there are no living spouses in the background. The notarized witness statements establish that the couple was recognized by the community as married in December 2012, but do not establish a specific date. The Common-Law Marriage Questionnaires asks the date the applicant entered into a common-law marriage in addition to the length of time the couple has lived together, leaving room for misinterpretation on the part of the applicant as to when the common-law marriage was established. The Complainant indicated on the first common-law questionnaire that he and his alleged spouse had lived together for 7 ½ months and that they had entered into a common-law marriage on June 15, 2013. The Complainant states that although the questionnaire was notarized on August 9, 2013, he had started filling it out in July, which places the date the couple started living together sometime in December 2012. The documents provided support the claim that the couple was living together as early as December 13, 2012, and lived together as a married couple for more than nine months prior to their marriage on November 23, 2013, thereby satisfying the substantial and continuous duration requirement. Moreover, the documentation records a series of steps taken over time to merge the property and finances of the couple. It is reasonable to accept that a couple would not merge all accounts and property on the same date that they considered themselves to be in a common-law marriage.

Respondent notes that the warranty deed recognizes the couple as an unmarried couple, but the warranty deed was executed and recorded before the couple legally married and, thus, likely reflects the couple’s status under state law rather than under the terms of the Employer Benefit Plan. The position on a common-law marriage between a man and a woman in the state in which the couple resides is not a consideration in determining whether or not a couple meets Plan requirements. Similarly, the tax forms submitted by Respondent likely indicate the Complainant’s marital status for tax purposes rather than his marital status under the Employer Benefit Plan.

Although the Complainant asserts the couple started living together as man and wife on December 2, 2012, the documents submitted can support this assertion only as of December 13, 2012.

Opinion of the Trustees

Inasmuch as the couple satisfied the common-law marriage requirements of the Employer Benefit Plan nine months after December 13, 2012, the Respondent is required to provide health benefits to the Complainant's alleged common-law spouse, effective September 13, 2013.