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OPINION OF TRUSTEES

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In Re

Complainant: Surviving Spouse  
Respondent: Employer  
ROD Case No: 81-685 - November 24, 1986

Board of Trustees: Joseph P. Connors, Sr., Chairman; Paul R. Dean, Trustee; William B. Jordan, Trustee; William Miller, Trustee; Donald E. Pierce, Jr., Trustee.

Pursuant to Article IX of the United Mine Workers of America ("UMWA") 1950 Benefit Plan and Trust, and under the authority of an exemption granted by the United States Department of Labor, the Trustees have reviewed the facts and circumstances of this dispute concerning the provision of health benefits coverage for the claimed surviving spouse of an Employee under the terms of the Employer Benefit Plan.

Background Facts

The Complainant had two sons by her claimed common-law husband, one born in 1957 and one in 1960, before he moved in with her around 1962 or 1963. The claimed common-law husband had never been married previously; the Complainant remained legally married to her previous husband until September 16, 1973, when he was killed in a car accident.

The Complainant has indicated that she and her claimed common-law husband continued to live together and he provided full support for her, her children from her previous marriage, and their two children until he died on September 26, 1979. At the time of his death, the Complainant's claimed common-law husband was a classified Employee of the Respondent. As his named beneficiary, the Complainant received a life insurance benefit of \$24,000 provided by the Respondent.

Documents submitted to the Funds indicate that the Employee's death was a direct result of the injuries he sustained when the truck in which he was a passenger while traveling to work collided with a road grader. The road grader was operated by another Employee of the Respondent. The Complainant subsequently filed a lawsuit against the Respondent on the grounds that her claimed common-law husband's fatal accident occurred because of negligence in the way the road grader was operated. The state court determined that the Complainant would be entitled to recover damages for the Respondent's negligence only if the jury found that the Employee's death did not occur in the course of his employment. On October 25, 1985, a jury

found for the Complainant and directed that a share of the damages be distributed to the Complainant as the common-law wife of the Employee.

The Complainant is now claiming that inasmuch as she is the surviving common-law spouse of an Employee who was killed on the job, she is entitled to health benefits coverage from the Respondent. In support of her claim to benefits, certain documentation has been submitted: a copy of the verdict form awarding damages to the Complainant as the common-law wife of the deceased Employee; a copy of a Court Order refusing an appeal of this decision; selections taken from the transcript of the trial wherein different witnesses, both family members and acquaintances, testified to the relationship of the Complainant to her claimed common-law husband; and affidavits from residents of Ohio regarding the couple's reputation in the community.

It is the Respondent's position that the Complainant does not qualify as a common-law spouse for health benefits purposes. In support of its position, the Respondent has submitted documents on which the Employee indicated that the Complainant's relationship to him was "lady friend" and "not related," and a document on which the Complainant listed her relationship to the deceased as a "close friend." The Respondent has also questioned whether a common-law marriage can be said to exist because the Complainant and her claimed common-law husband never had a joint checking account and never filed a joint income tax return.

The Respondent has also asserted that even if a valid common-law marriage can be established, the Complainant would be entitled to health benefits coverage for only 60 months following the Employee's death because his death did not occur as the result of a mine accident.

#### Dispute

Is the Respondent responsible for the provision of health benefits coverage for the claimed common-law spouse of a deceased Employee, and if so, for what period?

#### Position of the Parties

Position of the Complainant: The Respondent is responsible for the provision of health benefits coverage for the Complainant as the surviving common-law spouse of an Employee killed in the course of employment.

Position of the Respondent: The Complainant has not established that she qualifies as the common-law spouse of a deceased Employee for health benefits purposes. Therefore, the Respondent is not responsible for the provision of her health benefits coverage. If a valid common-law marriage is established, the Complainant is entitled to coverage for only 60 months following the Employee's death because his death did not occur as the result of a mine accident.

#### Pertinent Provisions

Article I (1), (2), (4) and (7) of the Employer Benefit Plan provide:

Article I - Definitions

The following terms shall have the meanings herein set forth: (1)

- (1) "Employer" means (name of Coal Company).
- (2) "Wage Agreement" means the National Bituminous Coal Wage Agreement of 1978, as amended from time to time and any successor agreement.
- (4) "Employee" shall mean a person working in a classified job for the Employer, eligible to receive benefits hereunder.
- (7) "Dependent" shall mean any person described in Section D of Article II hereof.

Article II A. (1) and (4) and E. (1) and (3) of the Employer Benefit Plan provide:

Article II - Eligibility

The persons eligible to receive the health benefits pursuant to Article III are as follows:

A. Employees

Benefits under Article III shall be provided to any Employee who:

- (1) is actively at work\* for the Employer on the effective date of the Plan; or...
- (4) a new Employee will be eligible for health benefits from the first day worked with the Employer.

E. Surviving Spouse and Dependents of Deceased Employees or Pensioners

Health benefits under Article III shall be provided to (i) any unmarried surviving spouse and (ii) such spouse's unmarried surviving dependent children as defined in subparagraphs (2) and (5) of paragraph D, of an Employee or Pensioner who died:

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\*Actively at work includes an Employee of the Employer who was actively at work on December 5, 1977, and who returns to active work with the Employer within two weeks after the effective date of the Plan.

- (1) As a result of a mine accident occurring on or after the effective date of the Plan while the Employee was working in a classified job for the Employer;

- (3) At a time when such Employee or Pensioner is entitled to receive health benefits pursuant to paragraphs A, B, or C of this Article II, provided that (i) if such Employee or Pensioner died prior to the effective date of the Wage Agreement and the spouse is not eligible for a Surviving Spouse's benefit, then only for the period that the spouse is eligible to receive death benefits in installment payments pursuant to paragraph D of Article III, or (ii) if such Employee or Pensioner died on or after the effective date of the Wage Agreement and the spouse is not eligible for a Surviving Spouse's benefit and life insurance benefits or death benefits are payable in a lump sum, then only for 60 months following the month of the death of such Employee or only for 22 months following the month of death of such Pensioner. If life insurance benefits or death benefits are not payable, health benefits shall be provided only to the end of the month in which the Employee or Pensioner died.

Question and Answer H-1 (81) provides:

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 A. of the Employer Benefit Plan provides health benefits coverage for an Employee working in a classified job for a signatory Employer. Inasmuch as the Complainant's claimed common-law husband was employed in a classified job for the Respondent, he was eligible for and was receiving health benefits coverage under the Employer Benefit Plan at the time of his death on September 26, 1979.

Article II E. (1) of the Employer Benefit Plan provides health benefits coverage to the surviving spouse of an Employee who died as a result of a mine accident that occurred while the Employee was working a classified job. Coverage for such surviving spouse is not limited to 60 months. Article II E. (3)(ii) of the Employer Benefit Plan requires a signatory Employer to provide health and other non-pension benefits to the surviving spouse of an Employee for a 60-month period, if such Employee died after the effective date of the Wage Agreement, if the surviving spouse is not eligible for a Surviving Spouse benefit, and if life insurance or death benefits are payable to the surviving spouse in a lump sum.

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 H-1 (81) wherein the Trustees stated 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, the parties to which have been living together openly as married persons and are recognized as such in the community. Providing these conditions are met, a common-law spouse will be eligible for health benefits coverage under the Employer Benefit Plan.

Inasmuch as the Complainant's claimed common-law husband was never previously married, and the Complainant's former husband died on September 16, 1973, there was no living spouse of either party in the background from that date. Evidence submitted in support of the Complainant's claim that a common-law marriage existed further indicates that the Complainant and her claimed common-law husband lived together continuously from 1962 or 1963 until he died on September 26, 1979, including a short period during 1974 when they moved together to Ohio. Affidavits from residents of Ohio indicate that when they resided there they were regarded in the community as husband and wife.

Furthermore, a jury sitting in the Kanawha County Circuit Court found that the Complainant was the common-law wife of the deceased Employee, and was thereby entitled to share in the proceeds of the judgment awarded. Selections taken from the transcript of that trial include the testimony of both family members and acquaintances of the Complainant who testified that her claimed common-law husband provided full support for her and their dependent children, and that the couple was regarded in their West Virginia community as husband and wife. With regard to the Respondent's allegations that the Complainant and her claimed common-law husband did not hold themselves out to the community as husband and wife, selections from the transcript also indicate that the couple did not list their relationship as "husband" or "wife" on official documents because they did not know that they could be considered legally married without having a marriage license. The transcript indicates that they never filed a joint income tax return for the same reason. Furthermore, selections from the transcript indicate that the Complainant's

claimed common-law husband never had a checking account; therefore, the lack of a joint checking account would not preclude a valid common-law marriage. Inasmuch as the weight of the evidence submitted is sufficient to establish that there was no living spouse of either party in the background, that the relationship was of substantial and continuous duration, and that the parties were recognized as married in the community, the Trustees conclude that a valid common-law marriage, as defined in Q&A H-1 (81), existed at the time of the Employee's death on September 26, 1979. Therefore, the Complainant is entitled to health benefits coverage as the surviving spouse of a deceased Employee.

The issue now is whether the Employee's death occurred in the course of employment. The Complainant now contends that her husband was killed on the job. However, in the Pretrial Order in the Complainant's negligence suit against the Respondent, the Court ruled that the Complainant would be entitled to recover damages due to the Respondent's negligence only if the Court or jury found that the Employee's death did not occur in the course of his employment. Inasmuch as the Complainant was awarded damages by the jury on the basis that the Employee's death did not occur in the course of the Complainant's entitlement to benefits rests on Article II E. (3) (ii) of the Employer Benefit Plan. Accordingly, the Respondent is responsible for the provision of health benefits coverage for the Complainant for a period of sixty (60) months following the death of her common-law husband.

#### Opinion of the Trustees

The Respondent is responsible for the provision of health benefits coverage for the Complainant from September 26, 1979 until October 1, 1984.