
OPINION OF TRUSTEES

In Re

Complainant: Employee
Respondent: Employer
ROD Case No: 84-127 - May 28, 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 common-law spouse of an Employee under the terms of the Employer Benefit Plan.

Background Facts

A representative of the Complainant has stated that the Complainant, who is actively employed by the Respondent, entered into a common-law marriage in August 1984, and that the woman and her son by a previous marriage have resided in the Complainant's household since that time.

The Complainant maintains that his relationship should be considered a common-law marriage. In support of this claim he has submitted certain documentation including: a copy of a divorce decree indicating that his claimed common-law spouse was previously married on June 25, 1979 and was divorced on September 16, 1985; copies of his 1985 income tax returns (Federal and State) which list the claimed common-law spouse as a dependent and her relationship as "common-law wife" a statement signed by the Complainant indicating that his address and the address of the claimed common-law spouse are the same; a statement from a local bank attesting to their joint bank account; a statement from Kentucky Utilities Company saying that the claimed common-law spouse has the power at the Complainant's address listed in her name; and a statement signed by four witnesses indicating that the Complainant and his claimed common-law spouse have shared a home as husband and wife since August 1, 1984, with the Complainant providing sole support for the son of his claimed common-law spouse. The Complainant's claimed common-law spouse has stated that she does not receive Aid to Families with Dependent Children (AFDC) for her son by a previous marriage. On December 21, 1985, a daughter, who was given the Complainant's surname, was born to the Complainant and his claimed common-law spouse. The Complainant has stated that he was never married prior to his common-law relationship.

The Complainant has stated that the Respondent has denied payment of medical charges incurred by his common-law spouse, and has asked that the Respondent be found responsible for the payment of these charges.

The Respondent has stated that it is aware of the Complainant's relationship. However, the Respondent has denied responsibility for the provision of health benefits coverage for the Complainant's claimed common-law spouse stating that it cannot recognize her as the Complainant's spouse because the State of Kentucky does not recognize common-law marriages. Although the Respondent has stated that it recognizes that the Complainant has a common-law spouse, it has questioned whether the Complainant's relationship is of a substantial and continuous duration sufficient to justify recognition as a valid common-law marriage.

Dispute

Is the Respondent responsible for the provision of health benefits coverage for the Complainant's claimed common-law spouse?

Position of the Parties

Position of the Complainant: The Respondent is responsible for the provision of health benefits coverage for the Complainant's common-law spouse.

Position of the Respondent: The Respondent is not responsible for the provision of health benefits coverage for the Complainant's claimed common-law spouse because the Complainant's common-law marriage is not recognized by Kentucky law.

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. "Employer" means (coal company).
2. "Wage Agreement" means the National Bituminous Coal Wage Agreement of 1984, 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 of the Employer Benefit Plan provides:

Article II - Eligibility

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

A. Active 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 Wage Agreement; or...
- (4) A new Employee will be eligible for health benefits from the first day worked with the Employer.

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 paragraphs A, B, or C of this Article II:

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

* Actively-at-work includes an Employee of the Employer who was actively at work on September 30, 1984, and who returns to active work with the Employer two weeks after the effective date of the Wage Agreement.

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 (1) of the Employer Benefit Plan provides health benefits coverage for an Employee who is actively at work for the Employer on the effective date of the Wage Agreement. Inasmuch as the Complainant was at work for the Respondent on the effective date of the 1984 Wage Agreement, the Complainant is eligible for and receives health benefits coverage under the Employer Benefit Plan. Since 1979 he has received coverage as a single individual.

Article II D. (1) of the Employer Benefit Plan provides health benefits coverage for the 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 H-1 (81). 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.

In support of his claim that a common-law marriage exists, the Complainant has submitted certain documents including: a copy of a divorce decree indicating that his claimed common-law spouse was previously married on June 25, 1979 and was divorced on September 16, 1985; copies of his 1985 income tax returns (Federal and State) which list the claimed common-law spouse as a dependent and her relationship as "common-law wife"; a statement signed by the Complainant indicating that his address and the address of the claimed common-law spouse are the same; a statement from a local bank attesting to their joint bank account, established on February 12, 1979; a statement from Kentucky Utilities Company saying that the claimed common-law spouse has the power at the Complainant's address listed in her name; and a statement signed by four witnesses indicating that the Complainant and his claimed common-law spouse have shared a home as husband and wife since August 1, 1984, with the Complainant providing sole support for the son of his claimed common-law spouse. Furthermore, the Complainant's claimed common-law spouse has stated that she does not receive AFDC payments for her son by a previous marriage. The Complainant was never married prior to their common-law relationship.

Inasmuch as the Complainant was never previously married and his claimed common-law spouse was divorced on September 16, 1985, there is no living spouse of either party in the background, This fact and the weight of the additional evidence submitted by the Complainant are sufficient to establish that a valid common-law marriage exists as defined in Q&A H-1 (81). Given the fact that a valid common-law marriage has been established, the Trustees conclude that the Respondent is responsible for the provision of health benefits coverage for the Complainant's common-law spouse after September 16, 1985.

Opinion of the Trustees

The Respondent is responsible for the provision of health benefits coverage for the Complainant's common-law spouse after September 18, 1985.