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OPINION OF TRUSTEES

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In Re

Complainant: Employee  
Respondent: Employer  
ROD Case No: 88-265 - June 8, 1990

Board of Trustees: Joseph P. Connors, Sr., Chairman; Paul R. Dean, Trustee;  
William Miller, Trustee; Donald E. Pierce, Jr., Trustee; Thomas H. Saggau, 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 daughter of an Employee under the terms of the Employer Benefit Plan.

Background Facts

The Complainant is a classified Employee of the Respondent, a signatory Employer. The Complainant has a fifteen-year-old daughter by a previous marriage who lives with her mother. The Complainant states that in addition to providing a monthly support payment of \$50, he also purchases clothing and miscellaneous items for his daughter. He has submitted copies of receipts for such items that he purchased in November and December 1987. The Complainant has submitted a copy of an agreement between him and his ex-wife which states that the Complainant is required to provide support in the amount of \$50 per month for his daughter. This agreement also states that in the event the Complainant is required by law, or otherwise, to pay more than \$50 per month for the support and maintenance of his daughter, his ex-wife shall reimburse him for the amount in excess of \$50.

The Respondent states that, in order to determine the Complainant's daughter's eligibility for health benefits coverage, it asked the Complainant to submit documentary evidence that he provides over one-half (1/2) of the total support for his daughter. The Respondent states that the Complainant failed to provide any information such as the costs for housing, schooling, food, clothing, entertainment, etc. that would allow for a reasonable determination of the total cost of raising the child. The Respondent also states that when it requested a copy of the Complainant's most recent Federal income tax return, the Complainant advised the Respondent that he did not claim his daughter as a dependent for income tax purposes. No Federal income tax return has been submitted.

The Respondent notified the Complainant by letter dated November 8, 1989 that his daughter's health benefits coverage was terminated on November 1, 1989 because the Complainant does not provide over one-half of her support. This letter also notified the Complainant that he could choose to continue such coverage for his daughter at his own expense for a period of up to 36 months under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). The Complainant elected to continue his daughter's coverage by paying the appropriate premiums to the Respondent's COBRA administrator.

The Complainant claims that he provides sufficient support for his daughter to qualify for health benefits coverage as his dependent. He requests that the Respondent provide such coverage and reimburse him for the health insurance premiums he paid to continue his daughter's coverage pursuant to COBRA.

### Dispute

Whether the Respondent is required to provide health benefits coverage for the Complainant's daughter.

### Positions of the Parties

Position of the Complainant: The Respondent is required to provide health benefits coverage for the Complainant's daughter and to reimburse the Complainant for the COBRA premiums he paid to continue her coverage.

Position of the Respondent: The Respondent is not required to provide health benefits coverage to the Complainant's daughter because she lives with the Complainant's ex-wife and the Complainant has not submitted sufficient documentation to establish that he provides over one-half of his daughter's support.

### 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 (Employer's Name).
- (2) "Wage Agreement" means the National Bituminous Coal Wage Agreement of 1988, 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 D. (2) of the Employer Benefit Plan provides:

Article II - Eligibility

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

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:

- (2) Unmarried dependent children of an eligible Employee or Pensioner who have not attained age 22;

For purposes of this paragraph D, a person shall be considered dependent upon an eligible Employee, Pensioner or spouse if such Employee, Pensioner, or spouse provides on a regular basis over one-half of the support to such person.

Discussion

Article II D. of the Employer Benefit Plan states that health benefits coverage under Article III shall be provided to an Employee's unmarried dependent children. Article II D. further states that a person shall be considered dependent upon an eligible Employee if such Employee provides on a regular basis over one-half of the support to such person.

The Trustees have previously concluded in RODs 81-300, 84-011, 84-014, and 84-020 (copies enclosed herein) that an Employer may require Employees to furnish reasonably available information at reasonable intervals to establish date of birth, marital status and dependency for a spouse or a dependent. The Respondent states that the Complainant has refused to supply information necessary for a determination of dependency such as the costs of housing, schooling, food, clothing, entertainment, etc. The documentation submitted by the Complainant, indicating that he provides support in the amount of \$50 per month and purchased miscellaneous items for his daughter in November and December 1987, is not sufficient to establish that the Complainant regularly provides over one-half of his daughter's support. Without sufficient documentation to establish that the Complainant regularly provides over one-half of his daughter's support, the Respondent is not required to provide health benefits coverage for the Complainant's daughter.

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Absent sufficient proof of dependency, the Respondent is not required to provide health benefits coverage for the Complainant's daughter.