

January 25, 1983

(Opinion issued in letter form; name and address deleted)

Re: Opinion of Trustees
Resolution of Dispute
Case No. 324

Pursuant to Article IX of the United Mine Workers of America 1950 Benefit Plan and Trust, and under the authority of an exemption granted by the United States Department of Labor, the Trustees have reviewed a dispute concerning payment of a dismemberment benefit for loss of vision.

Under Article III. B. (1) (c) of the Employer's Benefit Plan, loss of one member due solely to violent, external and accidental means shall qualify an Employee to receive a \$6,000 dismemberment benefit. A member for the purpose of the above is (i) a hand at or above the wrist, (ii) a foot at or above the ankle or (iii) total loss of vision of one eye.

On February 10, 1981, you sustained an injury to your right eye. In February of 1982, your physician indicated to your Employer that you were gaining visual acuity in the injured eye and that there would be enough return of peripheral vision and binocular vision to permit you to return to work underground. In addition, your physician certified on March 22, 1982, that you were able to resume your regular duties and you in fact returned to work underground. On January 19, 1983, we received a letter from your physician stating that at your last examination, December 28, 1982, your vision was 20/400 in the injured eye. In addition, he stated that you have a cataract, but that even with removal of the cataract, he does not expect your vision to recover to better than 20/400. Nonetheless, although you have a visual impairment in the injured eye, you have not lost total vision of the eye and you have been working. Therefore, your Employer is not responsible for payment of a dismemberment benefit. Trustee Combs dissents.

Sincerely,

Harrison Combs, Chairman

John J. O'Connell, Trustee

Paul R. Dean, Trustee