

OPINION OF TRUSTEES

In Re

Complainant: Employee
Respondent: Employer
ROD Case No: 81-668 - February 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 Employee's eligibility for dismemberment benefits under the Employer Benefit Plan.

Background Facts

On July 28, 1981, the Employee sustained an injury that contributed to a corneal ulcer of the left eye. On September 30, 1981, permanent adhesions were made between the left eyelid margins to keep the lids closed over the cornea for protection. Since that time, the central portions of the eyelid margins have been opened approximately 5 millimeters, and there is limited vision in the eye. The Employee filed a claim for dismemberment benefits under the Employer Benefit Plan based on a loss of vision in the left eye. Although the loss of vision is not total, the Employee contends that it satisfies the legal definition of blindness under West Virginia law as contained in the White Cane Law 5-15-3 and in the Human Rights Act at 5-11-3.

The Employer denied the claim because the Employee did not suffer total loss of vision in the eye.

Dispute

Is the Employer responsible for paying dismemberment benefits based on a loss of vision which, although not total, meets some legal definitions of blindness?

Positions of the Parties

Position of the Employee: The Employer is responsible for paying the dismemberment benefit under the Employer Benefit Plan based on a loss of vision in the left eye which meets the definition for legal blindness according to West Virginia state law.

Position of the Employer: The Employer is not responsible for paying the Dismemberment Benefit because the loss of vision is not total, the criterion for blindness under Employer Benefit Plan.

Pertinent Provisions

Article III. B. (1) (c) of the Employer Plan states in part:

If an Employee shall lose one member due solely to violent, external and accidental means as the result of an injury occurring while insured and on or after June 7, 1981, such Employee shall receive a \$12,500 dismemberment benefit. A member for the purpose of the above is... total loss of vision of one eye.

Discussion

The principal issue in this case is whether or not the Employee's loss of vision in the left eye satisfies the "total loss of vision" requirement of Article III. B. (1) (c). The Employee's vision in the left eye is markedly impaired, but not total. Although the loss of vision in the left eye is not total, the Employee argues that it meets the West Virginia legal definition of blindness. However, the Employer Benefit Plan provides dismemberment benefits only for total loss of vision in an eye without regard to definitions of blindness under state law.

Opinion of the Trustees

The Employer is not responsible for payment of dismemberment benefits for vision loss which is not total.