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## OPINION OF TRUSTEES

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### In Re

Complainant: Employee  
Respondent: Employer  
ROD Case No: 84-514 - March 10, 1988

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 for corrective lenses under the terms of the Employer Benefit Plan.

### Background Facts

The Employee's fifteen-year-old daughter has retrolental fibroplasia, a disease of the retina that is characterized by the presence of an opaque fibrous membrane behind the lens of the eye. Under its former owners, the Employer covered the full cost of visual examinations and corrective lenses for the Employee's daughter. She most recently received new corrective lenses in 1983 for which full benefits were provided by the former owner.

Due to a change of her prescription, the Employee's daughter received new corrective lenses and frames on July 23, 1987. The Employer provided benefits for her corrective lenses and frames at the rate specified for the lenses and for the frames under Article III. A. (9)(a) of the Employer Benefit Plan. The Employer states that the full cost of the Employee's daughter's corrective lenses is not covered because they were not medically required as a result of a surgically caused refractive error. The Employer states that it continues to pay the full cost of visual examinations for the Employee's daughter. The Employee asks whether the Employer is responsible for payment of the full cost of his daughter's corrective lenses since she has unique visual problems.

### Dispute

Is the Employer responsible for payment of the full cost of the Employee's daughter's corrective lenses?

### Positions of the Parties

Position of the Employee: Because of the Employee's daughter's unique visual problems, the Employer is responsible for payment of the full cost of her corrective lenses.

Position of the Employer: The Employer is not responsible for payment of the full cost of the Employee's daughter's corrective lenses since the lenses were not medically required because of a surgically caused refractive error.

Pertinent Provisions

Article III. A. (9)(a) of the Employer Benefit Plan states:

(9) Vision Care Program

Actual Charge Up

<u>(a) Benefits</u>	<u>To Maximum Amount</u>	<u>Frequency Limits</u>
Vision Examination	\$20	Once every 24 months
Per Lens (Maximum = 2)		Once every 24 months
- Single Vision	10	
- Bifocal	15	
- Trifocal	20	
- Lenticular	25	
- Contact	15	
Frames	14	Once every 24 months

Note: The 24-month period shall be measured from the date the examination is performed or from the date the lenses or frames are ordered, respectively, even if the last examination occurred during a prior Wage Agreement.

(b) Lenses will not be covered unless the new prescription differs from the most recent one by an axis change of 20 degrees or .50 diopter sphere or cylinder change, and the lenses must improve visual acuity by at least one line on the standard chart.

Article III. A. (11)(a) 22. of the Employer Benefit Plan states:

(11) General Exclusions

(a) In addition to the specific exclusions otherwise contained in the Plan, benefits are also not provided for the following:

22. Eyeglasses or lenses, except when medically required because of surgically caused refractive errors or as otherwise provided in Section A(9).

Discussion

Article III. A. (9)(a) of the Employer Benefit Plan provides benefits up to a maximum amount for eyeglass frames and corrective lenses that meet certain prescription requirements. The vision care benefits for lenses and frames are limited to a frequency of once every 24 months.

Under Article III. A. (11)(a) 22., as interpreted by the Trustees in Q&A 81-65 (copy enclosed herein), benefits are provided for the full cost of corrective glasses or contact lenses when medically required because of a surgically caused refractive error. The corrective lenses the Employee's daughter received on July 23, 1987 were prescribed to improve visual acuity that was impaired by a medical condition (retrolental fibroplasia) and not to correct a surgically caused refractive error. Therefore, the Employer has provided benefits for the Employee's daughter's corrective lenses in accordance with the provisions of Article III. A. (9)(a) of the Plan. The fact that the Employer had erroneously paid the full cost of the Employee's daughter's corrective lenses in the past does not require the Employer to provide benefits beyond those specified in the Plan.

Opinion of the Trustees

The Employer is not responsible for payment of the charges for the Employee's daughter's corrective lenses and frames beyond the maximum amounts specified in Article III. A. (9)(a) of the Employer Benefit Plan.