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## OPINION OF TRUSTEES

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### In Re

Complainant: Employee  
Respondent: Employer  
ROD Case No: 88-406 - June 25, 1991

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

### Background Facts

In August 1990, the Employee underwent emergency surgery to repair a detached retina. On October 18, 1990 during a follow-up visual examination, the treating optometrist prescribed new corrective lenses and frames and custom toric contact lenses for the Employee's use. The optometrist has stated that the Employee is required to wear contact lenses, rather than eyeglasses, while working because the extreme thickness of his spectacle lenses causes significant distortion and constriction of his peripheral visual fields which could lead to a serious accident.

The Employer has provided benefits for the visual examination and eyeglasses. However, the Employer has denied benefits for the contact lenses stating that the Employer Benefit Plan provides benefits for either contact lenses or eyeglasses when medically required because of a surgically caused refractive error, but not for both.

### Dispute

Is the Employer required to provide benefits for the Employee's contact lenses?

### Positions of the Parties

Position of the Employee: The Employer is required to provide benefits for the Employee's contact lenses because they are needed to correct his vision and benefits have been provided for his contact lenses for at least 5 years.

Position of the Employer: The Employer is not required to provide benefits for the Employee's contact lenses because the Employer Benefit Plan provides benefits for either contact lenses or eyeglasses, when medically required due to a surgically caused refractive error, and benefits were provided for new eyeglasses following the Employee's surgery. In addition, the provisions of the vision care program limit benefits for corrective lenses or contacts to once every 24 months.

Pertinent Provisions

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

(9) Vision Care Program

(a) <u>Benefits</u>	<u>Maximum Amount</u>	<u>Actual Charge up to 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. In addition, 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 Employee in this case had surgery to repair a detached retina in August 1990. On October 18, 1990, both corrective eyeglasses and contact lenses were prescribed for the Employee. The Employer provided benefits for the full cost of the eyeglasses, but denied benefits for the contact lenses. There is no indication that the Employee must wear the prescribed contact lenses in conjunction with his eyeglasses to have normal visual acuity, rather the contacts and eyeglasses are used interchangeably. Thus, the Employee's eyeglasses and contacts are not required together to correct the Employee's surgically caused refractive error. Therefore, consistent with Article III. A. (11) (a) 22. and Q&A 81-65, the Employer is not required to provide benefits for both types of lenses prescribed at the same time. The fact that the Employer has previously provided benefits for the Employee's contact lenses does not, by itself, establish that the contact lenses in question are covered under the terms of the Employer Benefit Plan.

### Opinion of the Trustees

The Employer is not required to provide benefits for the Employee's contact lenses in this instance.