

OPINION OF TRUSTEES

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In Re

Complainant: Employee  
Respondent: Employer  
ROD Case No: 88-544 - May 7, 1992

Board of Trustees: Joseph P. Connors, Sr., Chairman; Paul R. Dean, Trustee; William Miller, Trustee; Donald E. Pierce, Jr., Trustee; Elliot A. Segal, 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 vision examinations under the terms of the Employer Benefit Plan.

Background Facts

The Employee is an active mine worker eligible for benefits under the Employer's health benefit plan. On November 22, 1989, the Employee's daughter underwent a routine eye examination with a new lens prescription, for which benefits were provided under Article III, A of the Employer's Benefit Plan. On November 16, 1991, the Employee's daughter underwent a routine eye examination and purchased new eyeglass lenses and frames. The Employer denied these charges, stating that the Employee's daughter was not eligible for vision care benefits until November 22, 1991 or later, in accordance with Article III. A. (9) of the Employer's Plan.

Dispute

Is the Employer responsible for the payment of the vision expenses incurred by the Employee's daughter on November 16, 1991?

Positions of the Parties

Position of the Claimant: The Employer is required to provide vision benefits for the services incurred by the Employee's daughter on November 16, 1991, as the previous examination was performed in November of 1989, and hence the two examinations were 24 months apart as stipulated in the Employer's Benefit Plan.

Position of the Employer: Article III, Section A (9) of the Employer's Benefit Plan clearly states that vision care benefits are limited to one examination every 24 months. In accordance with this

limitation, the Employee's daughter was not eligible for vision benefits prior to November 22, 1991. Consequently, charges for services on November 16, 1991 were denied.

Pertinent Provisions

Article III. A. (9) of the Employer's Benefit Plan states in pertinent part:

(9) Vision Care Program

(a) <u>Benefits</u>	<u>Actual Charge Up 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.

Discussion

Article III. A. (9) of the Benefit Plan provides coverage for a vision examination and/or new lenses and frames once every 24 months. The Plan states that the 24 month period is to be measured from the date of the last examinations, or the date the last lenses or frames were ordered.

The Employee cites ROD #182 as a precedent in this case. In this ROD the Trustees concluded that, in lieu of any precise definition in the Plan document pertaining to how the 24 months would be measured, that charges incurred on October 6th, 1980 were payable even though the last examination was October 9, 1978, and consequently the two examinations were not precisely 24 months apart. Since both examinations were in the same month, and the two months were 24 months apart, the charges would be eligible. This ruling, however, was based on a version of the Health Benefit Plan that was in effect from October 1, 1978 thru June 7, 1981. The 1981 version of the Wage Agreement amended the wording of the Plan to include the current definition of 24 months (i.e. date to date). Since the charges in this case were incurred in 1989 and 1991, coverage is determined by the language contained in the 1988 Wage Agreement. Therefore, the Trustees conclude that the Employer is not required to pay for vision care expenses incurred by the Employee's daughter on November 16, 1991.

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Opinion of the Trustees

The Employer is not required to provide benefits for the Employee's daughter's vision examination and purchase of new lenses and frames on November 16, 1991.