

Inland Steel Award No. 672

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PENSIONS AND INSURANCE

GRIEVANCE NO. PIB-N15-75

APPEAL NO. 1273

AWARD NO. 672

**SUMMARY:** Whether or not Chelation therapy for arteriosclerosis is a form of chemotherapy, it is not covered by the Program of Insurance Benefits, which provides benefits for chemotherapy only where it is provided in the treatment of a "malignant disease." Arteriosclerosis is not a "malignant disease."

COMPANY: INLAND STEEL CO.

PLANT: EAST CHICAGO, IND.

DISTRICT: 31

ARBITRATOR: BERT L. LUSKIN

DATE OF DECISION: OCTOBER 22, 1979

BACKGROUND

On March 10, 1978, and on March 14, 1978, Dorothy Oldham, an eligible dependent of an employee named Ralph Oldham, received Chelation therapy treatments administered by W. C. Streeter, D.O. Dr. Streeter submitted bills for the medical treatments in the amount of \$55.00 for each injection. Medical claim forms were filed requesting the appropriate reimbursement claimed by Oldham pursuant to the PIB benefits for which he was eligible.

Oldham's claim was rejected. The matter was reviewed by the Company's insurance carrier (Equitable) on several occasions thereafter. On September 26, 1978, Oldham filed Grievance No. PIB-N15-75 contending that the Company had violated the Insurance Agreement (Section 4.13) of the PIB when it denied the claim for payment of the medical and chemotherapy treatments received by Oldham's eligible dependent. Equitable's decision to deny the claim was again reviewed. The Company informed the Union that Oldham's claim would not be paid on the basis that Dorothy Oldham had been provided with Chelation therapy treatments for her diagnosed condition of arteriosclerosis. The insurance carrier and the Company contended that the treatment did not meet the benefit-eligibility tests set forth under Section 4.13 of the PIB.

The grievance was thereafter processed through the remaining steps of the grievance procedure and the issue arising therefrom became the subject matter of this arbitration proceeding.

DISCUSSION

The parties are in agreement that the issue to be determined in this proceeding is "whether treatment for arteriosclerosis by Chelation therapy is a covered benefit under paragraph 4.13 (dealing with chemotherapy) under the Program of Insurance Benefits (PIB), effective August 1, 1975."

The provisions of the Program of Insurance Benefits Agreement (PIB) cited by the parties as directly applicable in the instant dispute are hereinafter set forth as follows:

"SECTION 4.

"PHYSICIANS' SERVICES BENEFITS

"(For You and Your Dependents)

"RADIATION THERAPY AND CHEMOTHERAPY BENEFITS

"4.13 Benefits are also provided for treatment of malignant diseases by chemotherapy provided either in or out of the hospital when prescribed and billed for by a licensed physician."

The Union contended that the grievant in this case had met all of the essential elements necessary for the approval of the claim in question. The Union contended that the doctor (Dr. Streeter) who administered the Chelation therapy is a licensed physician. The Union contended that the doctor prescribed and billed the grievant for the treatments he performed on the grievant's covered and eligible dependent and that paragraph 4.13 of the PIB Agreement permits the payment of benefits for the treatments provided by the doctor irrespective of whether the treatments were provided in or out of a hospital. The Union contended that the Chelation therapy constituted cardiovascular chemotherapy prescribed by Dr. Streeter for the treatment of the patient's diagnosed condition of arteriosclerosis and the Union contended that arteriosclerosis is a "malignant disease." The Union contended that Webster's Dictionary defines "malignant" as follows:

"a. Having a baleful influence; malign

"b. Disposed to do harm; malicious

"c. Tending or threatening to produce death; virulent; as a malignant tumor--opposed to benign."

The Union contended that the treatment in question is an accepted and appropriate treatment for the disease of arteriosclerosis and the only test under 4.13 of the PIB Agreement is that the chemotherapy treatment for a "malignant disease" must be "prescribed and billed for by a licensed physician." The Union contended that the dependent benefited by the treatment, has shown improvement, and the alternative to the use of Chelation therapy in this case would be the "very dangerous and costly method of open-heart surgery." The Company agreed that 4.13 of the PIB Agreement does provide for payment for chemotherapy treatment (in or out of a hospital), and the Company agreed that Chelation therapy is a form of chemotherapy. The Company contended, however, that the PIB restricts benefits for chemotherapy to instances when it is prescribed in the treatment of "malignant diseases."

The Company contended that Webster's Dictionary cited by the Union as its definition source, generally lists the non-medical roots of the generic term "malign." The Company contended that the definition makes a brief medical reference and the manner in which the parties used the term "malignant diseases" would require the application of the "medical" definition of the term instead of the literary definition thereof. The Company contended that Chelation therapy has been characterized as a dangerous procedure, rarely used by the medical profession and used only in treatment of life-threatening conditions such as lead-poisoning.

The Company pointed to the fact that its research among the other eight coordinating committee steel companies (all of whom are parties to identical PIB Agreements) disclosed the uncontroverted fact that they have never provided benefits for Chelation therapy for arteriosclerosis under paragraph 4.13 of the PIB or under any other paragraph of that Agreement. The Company contended that there is absolute unanimity of position among all of the insurance carriers administering identical PIB Agreements to the effect that neither commercial carriers nor any Blue Cross/Blue Shield agency will provide benefit payments for Chelation therapy excepting under circumstances where it is administered for the treatment of lead-poisoning or related conditions.

The Company contended that a representative of the United Steelworkers of America testified at a Congressional hearing concerning the use of Chelation therapy under circumstances where the use was designed to reduce the blood-lead-levels of smelter and battery plant workers. That Steelworker representative referred to the use of Chelation therapy as a "dangerous process" and he recommended that its unregulated use be made subject to Federal citation.

The Company contended that all parties to identical PIB Agreements in the steel industry have generally applied 4.13 to cover chemotherapy treatments to diseases characterized as cancerous conditions falling within the general description of malignant diseases.

The Company contended that a leading medical dictionary (Gould) defines "arteriosclerosis" as follows: "Any of various proliferative and degenerative changes in arteries, not necessarily related to each other, resulting in thickening of the walls, loss of elasticity, and in some instances, calcium deposition."

The Company contended that that same dictionary defines "Chelation" as follows:

"1. A type of interaction between an organic compound (having two or more points at which it may coordinate with a metal) and the metal so as to form a ring-type structure. 2. A type of interaction, shown by organic compounds having both a carbonyl (CO) group and a hydroxyl (OH) group, in which by hydrogen bond formation involving generally two such molecules, but sometimes only one, a ring-type structure is produced."

That same dictionary defines "chemotherapy" as follows:

"Prevention or treatment of disease by chemical agents."

That same dictionary defines "malignant" as follows:

"1. Endangering health or life. 2. Pertaining to or denoting progressive growth of certain tumors which if not checked by treatment spread to distant sites, terminating in death."

That same dictionary defines "malignant diseases" as follows:

"1. Any disease in a particularly violent form, threatening to produce death in a short time. 2. Cancer."

The Company contended that the American Medical Association's Drug Evaluations, in referring to Chelating agents, points out that Chelation therapy is used and approved by the AMA Drug Evaluation for the treatment of "heavy metal poisoning and for hypercalcemia." That same source states that a leading Chelating agent " . . . is not indicated for treating medical arteriosclerosis . . ." The Company cites other medical journal articles, various health agency sources, HEW bulletins and Medicare findings under

programs administered by HEW, as indicative of the fact that intravenous injection of a leading Chelating agent is classified as "lacking substantial evidence of effectiveness . . . for temporary symptomatic treatment of patients with scleroderma."

The Company contended that it is concerned with the quality of care and it is hesitant to approve of and encourage (through benefit payment) the use of procedures and treatments which are potentially hazardous or harmful and generally not recognized as approved medical treatment.

The Arbitrator is not required in the interpretation and application of the applicable provision of the PIB to make a medical determination with respect to whether Chelation therapy (cardiovascular chemotherapy) is or is not a recognized or effective form of chemotherapy for the treatment of arteriosclerosis. The Union is quite correct when it contended that the issue to be determined in this case is whether the diagnosed condition of arteriosclerosis is or is not a "malignant disease" within the meaning of the term as used in paragraph 4.13 of the PIB.

Chelation therapy has been utilized for more than 25 years. It has its strong proponents and its equally strong detractors within the medical profession. It is not prohibited by any law, rule or regulation for the treatment of arteriosclerosis, and it is not the function of this Arbitrator to determine whether it is an effective form of treating a diagnosed condition of arteriosclerosis.

A distinction must be drawn between the meaning of the word "malignant" and the meaning that must be attributed to the words "malignant diseases." Although arteriosclerosis can "endanger health or life," it is not a disease which pertains to or denotes ". . . progressive growth of certain tumors . . ." Arteriosclerosis does not fit the medical dictionary definition of a "malignant disease." It is not necessarily a disease "in a peculiarly violent form," and it does not necessarily threaten to "produce death in a short time." It is certainly not a disease which can be described by the word "cancer."

The medical testimony in this case clearly and unequivocally described arteriosclerosis as "degenerative changes in arteries . . . resulting in thickening of the walls," but that definition falls far short of describing arteriosclerosis as a "malignant disease." There are any number of diseases that may endanger health or life, but they do not necessarily fit the definition of a "malignant disease." The fact that a doctor or a group of doctors elected to treat arteriosclerosis by means of Chelation therapy would not make it a "malignant disease" within the medical definition of that term or within the common meaning attributed thereto.

Although the doctor in this case made a medical determination to prescribe cardiovascular chemotherapy for the treatment of the patient's condition of arteriosclerosis, the Company was under no contractual obligation to pay for those treatments under 4.13 of the PIB.

**AWARD**

Grievance No. PIB-N15-75

Award No. 672

The treatment for arteriosclerosis by Chelation therapy is not a covered benefit under paragraph 4.13 under the Program of Insurance Benefits (PIB), effective August 1, 1975.