[J-102-2010]
IN THE SUPREME COURT OF PENNSYLVANIA
WESTERN DISTRICT

CASTILLE, C.J., SAYLOR, EAKIN, BAER, TODD, McCAFFERY, ORIE MELVIN, JJ.

GIANT EAGLE, INC.,	:	No. 14 WAP 2010
	:	
Appellant	:	Appeal from the Order of the
	:	Commonwealth Court entered November
	:	18, 2009 at No. 813 CD 2009, affirming
v.	:	the Order of the Workers' Compensation
	:	Appeal Board entered March 31, 2009 at
	:	No. A08-1066.
WORKERS' COMPENSATION APPEAL	:	
BOARD (GIVNER),	:	984 A.2d 1034 (Pa.Cmwlth. 2009)
	:	
Appellee	:	SUBMITTED: October 13, 2010

OPINION ANNOUNCING THE JUDGMENT OF THE COURT

MR. JUSTICE McCAFFERY **DECIDED: MARCH 13, 2012**

In this appeal, we consider whether "compensation," as the word is used in Section 314(a) of the Workers' Compensation Act ("Act"),[1] 77 P.S. § 651(a), must include medical benefits as well as wage loss benefits. Because we conclude that it does not, we affirm the order of the Commonwealth Court.

Quila Givner ("Claimant") suffered a work-related injury on June 4, 1998, while in the employ of Appellant, Giant Eagle, Inc. ("Employer"). Pursuant to a notice of compensation payable, she received workers' compensation benefits that were ultimately calculated to be $266.87 weekly for a partial disability.

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[1] Act of June 2, 1915, P.L. 736, as amended, 77 P.S. §§1-1041.4; 2501-2626.

On October 29, 2007, Employer filed a suspension petition pursuant to Section 314(a), alleging that Claimant had failed to attend a physical examination scheduled by Employer. Section 314(a) relevantly provides:

> **§ 651. Examination of injured employee; refusal or neglect to submit to**
>
> (a) At any time after an injury the employe, if so requested by his employer, must submit himself at some reasonable time and place for a physical examination or expert interview by an appropriate health care provider or other expert, who shall be selected and paid for by the employer. If the employe shall refuse upon the request of the employer, to submit to the examination or expert interview by the health care provider or other expert selected by the employer, a workers' compensation judge assigned by the department may, upon petition of the employer, order the employe to submit to such examination or expert interview at a time and place set by the workers' compensation judge and by the health care provider or other expert selected and paid for by the employer or by a health care provider or other expert designated by the workers' compensation judge and paid for by the employer. ... The refusal or neglect, without reasonable cause or excuse, of the employe to submit to such examination or expert interview ordered by the workers' compensation judge, either before or after an agreement or award, shall deprive him of the right to compensation, under this article, during the continuance of such refusal or neglect, and the period of such neglect or refusal shall be deducted from the period during which compensation would otherwise be payable.

77 P.S. § 651(a).

Following a hearing held on December 3, 2007, the workers' compensation judge ("WCJ") issued an order directing Claimant to attend a physical examination on December 12, 2007, with Employer making the transportation arrangements to facilitate her attendance. The order also provided that, should Claimant fail to attend the

examination without good cause, such failure could "result in suspension of [C]laimant's wage loss benefits." WCJ Order, dated 12/3/08, at 1.

At the hearing, Claimant agreed to attend the December 12th physical examination. However, she failed to do so, and Employer filed another suspension petition on December 17, 2007, again requesting a suspension of benefits pursuant to Section 314(a) of the Act.

On March 3, 2008, the WCJ held a hearing on the petition, which hearing Claimant failed to attend although notice was sent to her. The WCJ permitted Employer to submit its evidence, and thereafter, by Decision and Order dated May 16, 2008, the WCJ suspended Claimant's wage loss benefits effective December 12, 2007, because of her failure to attend the scheduled physical examination. The WCJ further ordered such suspension to remain in effect until such time as Claimant submitted to a physical examination by a physician of Employer's choice.

Employer appealed to the Workers' Compensation Appeal Board ("WCAB"), contending that the WCJ had erred by suspending only wage loss benefits and not medical expense benefits as well. The WCAB rejected Employer's arguments, citing O'Brien v. Workers' Compensation Appeal Board (Montefiore Hospital), 690 A.2d 1262, 1265 n.6 (Pa.Cmwlth. 1997), for the proposition that case law has recognized a distinction concerning the nature of "compensation" depending on whether an employer's liability has or has not been established. The WCAB interpreted O'Brien as supporting the determination that medical expenses **are** included as "compensation" under the Act when the employer has not yet been determined to be liable, but medical expenses **are not** included as compensation when liability has been established, as it

had been in the case sub judice.[2] Finding no authority in the Act that required the adoption of Employer's interpretation of compensation under Section 314(a), the WCAB concluded that the WCJ had committed no error.

On further appeal, the Commonwealth Court affirmed in a published opinion. Giant Eagle, Inc. v. Workers' Compensation Appeal Board (Givner), 984 A.2d 1034 (Pa.Cmwlth. 2009). The Commonwealth Court, like the WCAB before it, principally relied upon the O'Brien footnote, ultimately concluding: "As case law is otherwise silent on this issue, and the [WCAB's] decision is perfectly logical, we decline to hold that in making such a finding the [WCAB] committed an error of law." Giant Eagle, supra at 1036. The Commonwealth Court then extended its holding by determining that a WCJ could, within her or his discretion, suspend both medical and wage loss benefits pursuant to Section 314(a) as the case required. The court stated in this regard: "Noting the humanitarian purposes of the Act, we hold that where a WCJ would suspend both wage loss benefits and medical benefits, the WCJ must expressly state that medical benefits are suspended in addition to wage loss benefits." Id.

We accepted review of this case, limited to consideration of the following issue, which we rephrased for clarity:

> Whether "compensation" must include medical benefits as well as wage loss benefits under section 314(a) of the Workers' Compensation Act.

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[2] The WCAB also rejected Employer's reliance upon 7 D. Torrey & A. Greenberg, Workers' Compensation Law and Practice § 13:70 (2008), where this commentary suggested that medical benefits should be included as compensation for purposes of Section 314(a). The WCAB noted that the same commentary also opined that forfeiture of medical benefits under Section 314(a) should be a remedy of last resort, ordered by a WCJ only where wage loss benefits have already been suspended. WCAB Opinion, A08-1066, dated 3/31/09, at 5.

Giant Eagle, Inc. v. Workers' Compensation Appeal Board (Givner), 994 A.2d 1083 (Pa. 2010) (per curiam).

Our standard of review of an agency decision is limited to determining whether there has been a constitutional violation, an error of law, or a violation of agency procedure, and whether necessary findings of fact are supported by substantial evidence. Section 704 of the Administrative Agency Law, 2 Pa.C.S. § 704; Pieper v. Ametek-Thermox Instruments Division, 584 A.2d 301, 303 (Pa. 1990). When, as here, the issue is the proper interpretation of a statute, it poses a question of law; thus, our standard of review is de novo, and the scope of our review is plenary. Borough of Heidelberg v. Workers' Compensation Appeal Board (Selva), 928 A.2d 1006, 1009 (Pa. 2007).

"The object of all interpretation and construction of statutes is to ascertain and effectuate the intention of the General Assembly. Every statute shall be construed, if possible, to give effect to all its provisions." 1 Pa.C.S. § 1921(a). "In giving effect to the words of the legislature, we should not interpret statutory words in isolation, but must read them with reference to the context in which they appear." Mishoe v. Erie Insurance Co., 824 A.2d 1153, 1155 (Pa. 2003) (quoting O'Rourke v. Department of Corrections, 778 A.2d 1194, 1201 (Pa. 2001)).

Further, "[o]ur basic premise in work[ers'] compensation matters is that the Work[ers'] Compensation Act is remedial in nature and intended to benefit the worker, and, therefore, the Act must be liberally construed to effectuate its humanitarian objectives." Hannaberry HVAC v. Workers' Compensation Appeal Board (Snyder, Jr.), 834 A.2d 524, 528 (Pa. 2003) (quoting Peterson v. Workmen's Compensation Appeal Board (PRN Nursing Agency), 597 A.2d 1116, 1120 (Pa. 1991)). "Accordingly, borderline interpretations of the Act are to be construed in the injured party's favor." Id.

(quoting Harper & Collins v. Workmen's Compensation Appeal Board (Brown), 672 A.2d 1319, 1321 (Pa. 1996)).

Here, we are to determine whether the word "compensation" in Section 314(a) of the Act **must** include medical benefits as well as wage loss benefits. The Act does not define "compensation" and, as the WCAB and Commonwealth Court each noted below, the Act uses the term variously. Thus, one section of the Act will clearly evidence that the term only pertains to wage loss benefits, but another section of the Act will imply that the term encompasses medical benefits as well as wage loss benefits. For this reason, we have recognized that the definition of "compensation" as used in the Act must be decided on a section-by-section basis. Berwick Industries v. Workmen's Compensation Appeal Board (Spaid), 643 A.2d 1066, 1067 (Pa. 1994).

Standing on its own, Section 314(a) provides no concrete answer to whether its use of the term "compensation" must include medical benefits. It states in relevant part:

> The refusal or neglect, without reasonable cause or excuse, of the employe to submit to such examination or expert interview ordered by the workers' compensation judge, either before or after an agreement or award, shall deprive him of **the right to compensation, under this article**, during the continuance of such refusal or neglect, **and the period of such neglect or refusal shall be deducted from the period during which compensation would otherwise be payable**.

77 P.S. § 651(a) (emphases added).

Section 314(a) requires that we determine what the General Assembly means by "the right to compensation, under this article." "[T]his article" references Article III of the Act, addressing issues of "Liability and Compensation," and providing the proper context for interpreting Section 314(a), which is found in Article III. However, the General Assembly specifically provided in Section 314(a) that "the period of such neglect or

refusal shall be deducted from the period during which compensation would otherwise be payable." This language signals a focus on wage loss benefits, not medical benefits. Medical benefits are payable "as and when needed." 77 P.S. § 531(f.1). Wage loss benefits, by contrast, may be time-limited.[3] Thus, whether the General Assembly intended an **exclusive** focus on wage loss benefits as "compensation" is a possibility we must consider.

When we examine Article III of the Act, the shifting and sometimes uncertain nature of the General Assembly's use of the term "compensation" is readily apparent. In general, however, Article III uses the word "compensation" most frequently to denote wage loss benefits. We shall begin by examining some of those provisions.

The first section of Article III (Section 301), establishes an employer's liability to pay "compensation." It provides in pertinent part:

> Every employer shall be liable for compensation for personal injury to, or for the death of each employe, by an injury in the course of his employment, and such compensation shall be paid in all cases by the employer, without regard to negligence, according to the schedule contained in sections three hundred and six and three hundred and seven of this article… .

77 P.S. § 431 (footnote omitted).

Section 301 specifically identifies two other sections of Article III as establishing the employer's liability for "compensation:" Sections 306 and 307. Section 307

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[3] See Section 306(b)(1) of the Act, 77 P.S. § 512(1) (providing that the period of partial disability shall not exceed 500 weeks); see also Section 306(a.2)(1) of the Act, 77 P.S. § 511.2(1) (providing that "when an employee has received total disability compensation pursuant to [Section 306(a) of the Act] for a period of one hundred four weeks," the claimant is subject to being examined by a physician to determine the degree of his or her impairment).

provides for expenses for burial and a schedule of "death compensation" based on the deceased employee's wages. Medical expenses are not mentioned in this section. See 77 P.S. §§ 561-62, and 542.

Section 306 establishes the basic schedule of disability compensation. It also sets forth a provision for the payment of medical services and supplies, which we shall discuss more fully infra. Before setting forth the first of its numerous subsections, or "clauses" as they are called by the General Assembly, Section 306 provides: "The following schedule of compensation is hereby established." 77 P.S. § 511. Section 306 then sets forth clauses concerning the schedule of payment for three types of compensable injury: total disability, partial disability, and permanent injuries. See Section 306(a), 77 P.S. § 511, (total disability); Sections 306(a.1) and (a.2), 77 P.S. §§ 511.1 and 511.2, respectively (each modifying a claimant's right to total disability benefits); Section 306(b), 77 P.S. § 512, (partial disability); and Sections 306(c) and (d), 77 P.S. § 513, (permanent injuries). All of these sections establish a schedule of compensation based exclusively on wages. Thus, "compensation" is initially used in Section 306 to denote wage loss only or, in the case of many permanent injuries, "compensation" describes a fixed compensatory scheme based on wages. These provisions do not discuss "compensation" as a term applicable to medical benefits.

Section 306(f.1) of the Act, 77 P.S. § 531, is the one clause in Article III devoted to the employer's obligation to pay medical expenses.[4] This clause is notable in two respects. First, it is set off from the preceding clauses concerning total disability, partial disability, and permanent injuries by its own heading, which states: "Surgical and

[4] Section 306(f.2) addresses matters pertaining to medical services by coordinated care organizations. 77 P.S. § 531.1. However, this clause does not directly address the employer's liability for making payments for medical services and, thus, does not inform our inquiry.

medical services and supplies." See 77 P.S. § 531 (incorporating this heading into the title of Section 531). This heading is in contrast to the heading preceding Sections 306(a)-(d), concerning the "schedule of compensation."

Second, Section 306(f.1) does not directly use the term "compensation" to describe the employer's liability with respect to medical care. Rather, it uses the word "payment." Section (f.1)(1)(i) relevantly begins: "The employer shall provide **payment** in accordance with this section for reasonable surgical and medical services … as and when needed." 77 P.S. § 531 (emphasis added). This sub-clause also several times uses the phrase "payment for the services." Id. Indeed, throughout Section 306(f.1), the term "compensation" is nearly absent; rather, the employer's liability is described consistently in terms of "payment" or "reimbursement." See 77 P.S. § 531 (passim).

However, the term "compensation," or its adjective form, does arise in a limited fashion in clause (f.1). Section 306(f.1)(7), (8), and (9) provide:

> (7) A provider shall not hold an employe liable for costs related to care or service rendered in connection with a **compensable** injury under this act. A provider shall not bill or otherwise attempt to recover from the employe the difference between the provider's charge and the amount paid by the employer or the insurer.
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> (8) If the employe shall refuse reasonable services of health care providers, surgical, medical and hospital services, treatment, medicines and supplies, he shall forfeit **all rights to compensation for any injury or increase in his incapacity shown to have resulted from such refusal**.
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> (9) The payment by an insurer or employer for any medical, surgical or hospital services or supplies after any statute of limitations provided for in this act shall have expired shall not act to **reopen or revive the compensation rights for purposes of such limitations**.

77 P.S. § 531(7), (8), and (9) (emphases added). These sub-clauses do not indicate, **on their face**, whether the term "compensation" is meant to include payments for medical benefits.

When we look to numerous other sections of Article III, we observe that the term "compensation" appears to be used only in a manner denoting wage loss benefits. See, e.g., Section 308, 77 P.S. § 601 (concerning periodic installments of compensation); Section 308.1, 77 P.S. § 565 (concerning compensation issues with respect to professional athletes); Section 310, 77 P.S. § 563 (concerning compensation for "aliens," where it refers to an entitlement to "fifty percentum of the compensation which would have been payable"); Section 316, 77 P.S. § 604 (concerning commutation of compensation); Section 317, 77 P.S. § 603 (concerning payment of compensation into a trust fund); and Section 320(a), 77 P.S. § 672(a) (concerning additional compensation for minors). Indeed, Section 308 facially appears to contradict any notion that "compensation," as used in Article III, includes medical benefits. It provides:

> Except as **hereinafter** provided, **all compensation payable under this article** shall be payable in periodical installments, as the wages of the employe were payable before the injury.

77 P.S. § 601 (emphasis added). Article III's provision for medical benefits at Section 306(f.1), 77 P.S. § 531(f.1), **precedes** Section 308. Further, medical expenses are not to be paid in installments, but "as and when needed." 77 P.S. § 531(f.1).

By contrast, there are limited, albeit important, provisions where "compensation" may fairly be interpreted as including or meaning medical benefits. Section 301, setting forth the employer's general obligation to provide "compensation," indicates that compensation encompasses the medical benefits established by Section 306(f.1). See

Berwick, supra at 1067 (discussed infra). Further, one section of Article III directly equates medical benefits with "compensation." Section 306(e) provides:

> No compensation shall be allowed for the first seven days after disability begins, except as provided in this clause (e) **and clause (f)** of this section. If the period of disability lasts fourteen days or more, the employe shall also receive compensation for the first seven days of disability.

77 P.S. § 514 (emphasis added; footnote omitted).

Section 306(f) was amended and renumbered as Section 306(f.1) by the Act of July 2, 1993, P.L. 190. Because Section 306(f.1) addresses payments for medical expenses, Section 306(e) plainly denotes "compensation" as medical benefits. Additionally, we have interpreted "compensation" as used in Section 315 of the Act, 77 P.S. § 602, concerning the statute of repose affecting various claims made under the Act, as including medical as well as wage loss benefits. Berwick, supra at 1070.[5]

Thus, while Article III uses the term "compensation" in a frequent and consistent manner as indicating wage loss benefits, in a limited manner, Article III also uses the term to include medical benefits as well. This circumstance is instructive to our interpretation of Section 314(a)'s use of the phrase "the right to compensation, under this article." From Article III, we conclude that the General Assembly did not intend that "compensation" under Section 314(a) must always be restricted to wage loss benefits, because Article III does not restrict "compensation" to wage loss benefits in all cases. However, neither does Article III always use the term "compensation" to include medical benefits. Therefore, "compensation" **need not** always include medical benefits as well as wage loss benefits under section 314(a), to directly answer the question we accepted

[5] We shall discuss Berwick infra to determine whether its analysis has direct applicability to the question now before this Court.

for review. Instead, we discern in Article III a textual basis for the Commonwealth Court's holding. That is, in the proper circumstances, "compensation" under Section 314(a) **may** include medical benefits as well as wage loss benefits.

We come to this conclusion after additional statutory analysis. Because there are at least two valid interpretations of "compensation" as used in Section 314(a), there exists an ambiguity. See Delaware County v. First Union Corp., 992 A.2d 112, 118 (Pa. 2010); Barasch v. Pennsylvania Public Utility Comm'n, 532 A.2d 325, 332 (Pa. 1987) (each holding that words of a statute are ambiguous when there are at least two reasonable interpretations of the text under review).

The Statutory Construction Act of 1972 provides that, among other statutory construction factors which may be applied to resolve ambiguities, we may consider:

> (1) The occasion and necessity for the statute.
> (2) The circumstances under which it was enacted.
> (3) The mischief to be remedied.
> (4) The object to be attained.
> (5) The former law, if any, including other statutes upon the same or similar subjects.
> (6) The consequences of a particular interpretation.
> (7) The contemporaneous legislative history.
> (8) Legislative and administrative interpretations of such statute.

1 Pa.C.S. § 1921(c).

Section 314(a) plainly gives the employer, at its expense, the right to compel its injured employee to submit to a medical examination or an "expert interview" at a reasonable time and place, at any time after the work injury. Section 314(a) also provides a mechanism to compel a claimant's compliance. This mechanism is measured and gradual. If the claimant refuses to attend a requested medical examination or interview, the employer **must** file a petition and a WCJ must determine

whether the employer is entitled to relief. If the WCJ orders the examination or interview, the claimant shall be deprived of his or her right to "compensation" during any period of refusal to attend the examination or interview, if such refusal lacks reasonable cause or excuse, and the period of such neglect or refusal shall be deducted from the period during which compensation would otherwise be payable. 77 P.S. § 651(a).

Thus, although it could have done so, the General Assembly in Section 314(a) does not come down on the claimant with the proverbial "ton of bricks" in the event of a refusal to attend the examination or interview. Rather, the WCJ is given discretion to order a physical examination or interview. Further, the powers granted to the WCJ to address the issue of the claimant's refusal to attend the examination or interview is evidently commensurate with what is required to induce the claimant to comply. A deprivation of wage loss benefits may certainly be sufficient to achieve the purpose and intent behind Section 314(a). In this case, for example, Claimant sacrifices $266.87 per week during the period she refuses to attend the WCJ-ordered medical examination.

Appellant argues, relevant to our application of the rules of statutory construction, that there may be times when a deprivation of wage loss benefits will not be sufficient inducement for compliance, for example, when a claimant is receiving only negligible wage loss benefits but is receiving ongoing medical benefits. This argument appropriately focuses on the consequences of the interpretation of Section 314(a) made by the Commonwealth Court. See 1 Pa.C.S. § 1921(c)(6).

However, the Commonwealth Court's interpretation, which would allow the suspension of medical benefits in the appropriate case, adequately addresses the less usual instance where the claimant is unconcerned about a suspension of wage loss benefits. Moreover, the Act provides other mechanisms for an employer to challenge

the reasonableness and necessity of the medical benefits a claimant is receiving, such as pursuing a utilization review ("UR") determination.

Appellant argues, with respect to the latter point, that without a medical opinion obtained under Section 314(a), an employer may not pursue a UR determination of a claimant's medical treatment without facing the consequence of being penalized for an unreasonable contest. Appellant bases this argument on the holding in U.S. Steel Corp. v. Workers' Compensation Appeal Board (Luczki), 887 A.2d 817 (Pa.Cmwlth. 2005) (en banc). In U.S. Steel, the Commonwealth Court affirmed the WCJ's award of attorney's fees for the employer's unreasonable continued contest of the denial of its UR request by a utilization review organization. The court based its decision on the fact that the employer pursued its challenge of the UR request denial without having any medical evidence to support the employer's **continued** contest, including an independent medical examination.

However, U.S. Steel did not view the reasonableness of the employer's continued contest under the circumstance of a claimant refusing to attend an independent medical examination. Therefore, U.S. Steel is significantly inapt. Further, as the Commonwealth Court observed, an employer incurs no risk by initiating a UR request in the first instance, and the UR determination may well be in the employer's favor. Therefore, the concerns Appellant voices with respect to the consequences of the Commonwealth Court's interpretation of the term "compensation" as used in Section 314(a) are not significant in our view, particularly as U.S. Steel deals with a materially different factual scenario.

Appellant also argues that the Commonwealth Court erred by concluding that the WCJ has discretion under Section 314(a) to deprive the claimant of either wage loss benefits only or both wage loss benefits and medical benefits, when Section 314(a)

does not facially articulate such discretionary power. Section 314(a), however, empowers WCJs to deprive claimants of "compensation, under this article." We have determined that "compensation," as used in Article III more frequently denotes wage loss benefits, but it may also, in proper context, denote medical benefits. Therefore, as we have observed supra, there is a textual basis for WCJs to exercise the appropriate discretionary authority. As the WCAB asserts in its amicus curiae brief, the Commonwealth Court's determination that WCJs are vested with the discretion to deprive the claimant of wage loss benefits or both wage loss benefits and medical benefits "vindicates the purpose of" Section 314(a), "while advancing the Act's humanitarian objectives." WCAB's Brief at 5.[6]

Finally, we look to our analysis in Berwick, supra, to determine whether our holding in that case compels a different result here. Berwick is similar to the case sub judice in that both concern whether the General Assembly's use of "compensation" in a particular section of Article III denotes medical as well as wage loss benefits. Berwick dealt with the statute of repose affecting various claims made under the Act, set forth at Section 315. That section relevantly provides:

> In cases of personal injury **all claims for compensation** shall be forever barred, unless, within three years after the injury, the parties shall have agreed upon the compensation payable under this article [Article III]; or unless within three years after the injury, one of the parties shall have filed a petition as provided in article four hereof.

77 P.S. § 602 (footnote omitted; emphasis added).

[6] Claimant did not file a brief in this case; however, she did file a pro se "Response to Reproduced Record."

In Berwick, the claimant was injured at work slightly more than three years before she filed a claim petition. The WCJ determined that wage loss benefits were barred by Section 315's three-year statute of repose, but that medical benefits were not. The Commonwealth Court ultimately affirmed, and we reversed, determining that "compensation," as the term is used in Section 315, includes medical benefits as well as wage loss benefits.

In arriving at this determination, we first noted the relevance of Section 315's placement in Article III, which is the article that establishes an employer's liability for compensation. As previously noted, Section 301(a) specifically references the schedule of compensation set forth in Section 306, which, in addition to wage loss and other forms of compensation, includes employers' liability for payment of medical expenses. We concluded from this circumstance: "It is only logical to interpret section 315, the section **extinguishing** the employer's liability, as being parallel to the section [301] **establishing** the employer's liability, and therefore also to include medical expenses as an item of 'compensation.'" Berwick, supra at 1069 (emphasis in original).

We also viewed our interpretation through the lens of whether it avoided an absurd result. We concluded that it would:

> We find the result reached herein to be the more reasonable and textually persuasive interpretation of the relevant provisions of the Act. Moreover, we believe it would be absurd to adopt an interpretation of section 315 that would place absolutely no time limitation on an employer's liability for medical expenses. While we do not wish to minimize the salutary purposes of the Act, this Court also has explained that statutes of limitation and repose
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> > are vital to the welfare of society and are favored in the law. They are found and approved in all systems of enlightened jurisprudence. They promote repose by giving

> security and stability to human affairs. An important public policy lies at their foundation.
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> Schmucker v. Naugle, 426 Pa. 203, 205-206, 231 A.2d 121, 123 (1967) (quoting United States v. Oregon Lumber Co., 260 U.S. 290, 299-300, 43 S.Ct. 100, 102-103, 67 L.Ed. 261 (1922)). An interpretation removing claims for medical expenses from the time limitations of section 315 would be particularly unsound where the legislature could easily have stated that such was its intent, but has failed to do so.

Berwick, supra at 1070 (quotation marks deleted).

Although Berwick is informative to our task in the instant case, it is not dispositive. Section 314 does not set forth a statute of repose or limitations relevant to inchoate employee claims; rather, the relevant portion of Section 314(a) concerns the employer's right to request from an established claimant that he or she submit to a physical examination and the measured temporary punishment imposable should he or she refuse. Section 315 concerns employees who have not established any right to wage loss or medical benefits; Section 314 concerns claimants who have established these rights. Further, while Section 314(a) is important in the scheme devised by the General Assembly under the Act, as is every section of the Act, it is not "vital to the welfare of society" in the manner of a statute of repose or limitations. Moreover, Section 314(a) does not extinguish a liability imposed under the same article, it simply provides an inducement for a claimant to submit to an examination and a temporary punishment of some dimension should the claimant not submit. Section 315 addresses the right to "**all** claims" for compensation. 77 P.S. § 602 (emphasis added). Section 314(a) does not **bar** a claimant from receiving "all claims" for compensation, as does Section 315, but it imposes an anticipated temporary deprivation of the less encompassing "right to compensation" under Article III. 77 P.S. § 651(a).

Accordingly, in analyzing Section 314(a) within its proper context, exploring its plain language, and applying principles of statutory construction to the extent of that section's ambiguity, we arrive at the conclusion that the Commonwealth Court's interpretation and holding is sound. In doing so, we are ultimately guided by the critical understanding that because the Act is remedial in nature and intended to benefit the worker, it must be liberally construed to effectuate its humanitarian objectives, with borderline interpretations to be construed in the injured party's favor. Hannaberry HVAC, supra at 528. Thus, there is a consequence arising from Claimant's establishment of a work-related injury and Appellant's liability to pay for related medical expenses "as and when needed." The balance must tip in favor of the Commonwealth Court's interpretation of Section 314(a), not Appellant's.[7]

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[7] In response to Justice Saylor's dissenting opinion, we first note that we do not believe that readers of this opinion will be in any respect confused as to our analysis or approach. For approximately twelve pages of written text, the opinion sets out the manner by which this Court determined the legislative intent of the word "compensation" as used in Section 314(a), based on the premise that its meaning is not plainly evident. When the reader arrives at the final page of the opinion, which sets forth a summation that includes the observation that we have considered the plain language contained in Section 314(a) as well as the apparent ambiguities of that section, we trust that the reader will not then conclude that everything that has preceeded this summation is thereby rendered counterfeit. Respectfully, we do not believe that the potential confusion expressed by Justice Saylor is a likely result.

While we readily acknowledge that there can be a principled opposite point of view, as evidenced by Justice Saylor's substantive disagreement with our holding, we respectfully suggest that the dissent's reliance upon a general purpose of the enactment of Act 57 to reduce insurance rates for employers is too emphatic. We caution that this legislative purpose, while instructive, is not a license for courts to give more teeth to the provisions added to the Workers' Compensation Act by Act 57 than the legislature itself provided. Cf. Kelly v. Workers' Compensation Appeal Board (U.S. Airways Group, Inc.), 992 A.2d 845, 856 (Pa. 2010) (rejecting an employer's argument that because Act 57 showed a legislative intent to expand the scope of an employer's right to offsets, that right should be extended beyond the legislative language to include furlough (continued…)

The question accepted for review is whether "compensation" **must** include medical benefits as well as wage loss benefits under Section 314(a). We hold that "compensation," as used in Section 314(a) need **not always** include medical expenses, and we accordingly affirm the Commonwealth Court.

Mr. Justice Baer and Madame Justice Todd join the opinion.

Mr. Justice Eakin files a concurring opinion.

Mr. Justice Saylor files a dissenting opinion in which Mr. Chief Justice Castille and Madame Justice Orie Melvin join.

(…continued)
allowances). Indeed, even had the temporary forfeiture of "compensation" under Section 314(a) been plainly confined by the legislature to wage loss, the salutary purposes of Act 57, together with its many other significant provisions, would have fulfilled the legislative intent. In this regard, we must respectfully note that Justice Saylor's observation that "to allow 'compensation' to be construed as only encompassing wage loss benefits would not promote" the purposes of Act 57 (Saylor, J., D.O., slip op. at 6), is a misconstruing of our holding, which does not so limit the meaning of "compensation," as used in Section 314(a).

Moreover, it must not be forgotten that Act 57 is a component of the larger Workers' Compensation Act, which has never abandoned its principal focus. To construe Section 314(a) principally through the lens of one of the primary legislative purpose of Act 57 is, in metaphorical terms, to have the tail wag the dog. Given our analysis of Article III, and mindful of all of the purposes of the Act, we feel that our holding falls comfortably within the entire legislative scheme and works to the mutual benefit of both claimants and employers.