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## OPINION OF TRUSTEES

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### In Re

Complainant: Employee  
Respondent: Employer  
ROD Case No: 88-811 - June 23, 1995

Trustees: Thomas F. Connors, Michael H. Holland, Marty D. Hudson and Robert T. Wallace.

The Trustees have reviewed the facts and circumstances of this dispute concerning the provision of health benefits coverage for emergency room charges under the terms of the Employer Benefit Plan.

### Background Facts

On August 31, 1993, the Employee's spouse took their nine-year-old son to the emergency room of the local hospital to be evaluated after an injury to his right foot that occurred the previous day. The son complained of mild swelling of the lateral portion of the instep of the right foot, and severe pain in the foot. The emergency room record notes that the son could not put any weight on the foot. The nurse's notes indicate that no dislocation was visible, and that the Employee's son's pedis (foot) pulse was present and strong.

An x-ray of the right foot disclosed nothing unusual. The emergency room physician diagnosed the Employee's son's condition as a contusion of the right heel, prescribed an ace bandage to be worn on the right foot and heel and instructed the son to use crutches for ambulation. Additionally, the emergency room physician prescribed children's A.S.A. (aspirin) to be taken three times a day, and to follow up with orthopedics.

The Employer provided benefits for the physician's charges, but denied benefits for the emergency room facility charge, the x-rays and ace bandage.

The Employer was signatory to the 1988 National Bituminous Coal Wage Agreement (Wage Agreement) which terminated February 1, 1993. The Employer signed an Interim Agreement extending the terms and conditions of employment of the 1988 Wage Agreement from February 2, 1993 to the effective date of a successor agreement on December 16, 1994.

### Dispute

Is the Employer required to provide benefits for the Employee's son's evaluation and treatment in the emergency room on August 31, 1993?

Positions of the Parties

Position of the Employee: The Employer is required to provide benefits for the emergency care and treatment required by the Employee's son on August 31, 1993, because the son had sustained a painful, acute injury within the previous 48 hours which required immediate evaluation and treatment in an emergency room.

Position of the Employer: The Employer is not required to provide benefits for the Employee's son's evaluation and treatment in the emergency room on August 31, 1993, because the emergency room records do not indicate that his symptoms were life threatening, and care could have been rendered in a non-emergency setting such as a private physician's office.

Pertinent Provisions

Article III. A. (2) (a) of the Employer Benefit Plan states:

(2) Outpatient Hospital Benefits

(a) Emergency Medical and Accident Cases

Benefits are provided for a Beneficiary who receives emergency medical treatment or medical treatment of an injury as the result of an accident, provided such emergency medical treatment is rendered within 48 hours following the onset of acute medical symptoms or the occurrence of the accident.

Discussion

The Employer was signatory to the 1988 Wage Agreement. The Employer signed an Interim Agreement extending the terms and conditions of employment of the 1988 Wage Agreement from February 2, 1993 to the effective date of a successor agreement on December 16, 1993. This dispute arose over an event that took place during the period covered by the Interim Agreement.

Under Article III. A. (2) (a) of the Employer Benefit Plan, benefits are provided for emergency medical treatment when it is rendered within 48 hours of the onset of acute medical symptoms.

A Funds' medical consultant has reviewed the file and has noted that, while it was ultimately determined that the Employee's son's foot was not broken, the Employee's son was suffering from acute pain as a result of the injury he sustained within the 48 hours immediately before the emergency room visit. The consultant further noted that family members cannot be expected to know the seriousness of such an injury, and therefore in the consultant's opinion, the emergency room visit of August 31, 1993 was medically appropriate given the facts and circumstances presented.

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Therefore, the Trustees conclude that the Employer is required to provide benefits in connection with the evaluation and treatment rendered to the Employee's son as result of the injury he sustained on August 31, 1993.

Opinion of the Trustees

Consistent with the provisions of the Employer Benefit Plan, the Employer is required to provide benefits for the emergency room, the x-rays and the bandage charges in connection with the Employee's son's evaluation and treatment on August 31, 1993.