
OPINION OF TRUSTEES

In Re

Complainant: Employee
Respondent: Employer
ROD Case No: 88-824 - 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 services under the terms of the Employer Benefit Plan.

Background Fact

On Friday night, August 20, 1993, the Employee began experiencing severe pain and swelling in his right foot, although the Employee does not recall a specific injury to the foot. By August 22, 1993, the pain had become so severe that the Employee sought evaluation and treatment at the local hospital emergency room. A variety of tests were performed, and the Employee was diagnosed with possible bone spurs.

The Employer denied the charges for the emergency room use as well as laboratory and diagnostic charges, stating that emergency medical care was not medically necessary. The Employer did, however, provide benefits for the emergency room physician's charge.

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 use of the emergency room as well as laboratory and diagnostic charges incurred on August 22, 1993?

Positions of the Parties

Position of the Employee: The Employer is required to provide benefits for the Employee's use of the emergency room as well as laboratory and diagnostic charges incurred on August 22, 1993, since the care was sought within 48 hours of the onset of acute medical symptoms.

Position of the Employer: The Employer is not required to provide benefits for the Employee's evaluation and treatment in the emergency room on August 22, 1993, because the records did not indicate that emergency care was medically necessary in this case.

Pertinent Provisions

Article III.A.(2)(a) 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 following the onset of acute medical symptoms. Although the Employee states that he does not recall any specific injury to his right foot, he began having severe pain on August 20, 1993. By August 22, 1993, the pain had worsened sufficiently enough for the Employee to seek emergency treatment.

A Funds' medical consultant has reviewed the clinical information presented in this case and notes that the patient sought care within 48 hours of the onset of acute medical symptoms. He advised that the emergency room physician's records noted tenderness and swelling of the right foot and that the physician was concerned enough to order x-rays of the right foot and a uric acid test to rule out gout. In the medical consultant's opinion, the visit should be regarded as medically appropriate in that the patient sought care for his acute symptoms of pain and swelling within 48 hours, and could not be expected to know the etiology of such symptoms. The consultant further noted that the emergency room physician required further testing to evaluate the symptoms, and only assumes that they were secondary to bone spurs.

The Trustees conclude that the Employer is required to provide benefits for the emergency room charges as well as the laboratory and diagnostic charges incurred by the Employee in his visit on

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August 22, 1993, under the terms and conditions of Article III.A.(2)(a) of the Employer Benefit Plan.

Opinion of the Trustees

The Employer is required to provide benefits for the emergency room charges as well as the laboratory and diagnostic charges incurred by the Employee in his visit on August 22, 1993, under the terms and conditions of Article III.A.(2)(a) of the Employer Benefit Plan.