
OPINION OF TRUSTEES

In Re

Complainant: Employee
Respondent: Employer
ROD Case No: 88-785 - 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 Tuesday, April 27, 1993, the Employee sought evaluation and treatment at a hospital emergency room, complaining of left ear pain that had been present for two weeks. The emergency room records note that the Employee stated that he had had trouble with left ear infections for the past two years. Also, the Employee stated that he had not yet taken his daily blood pressure medication.

The emergency room physician diagnosed the Employee as having otitis (ear inflammation) and hypertension. He ordered an intramuscular injection of Decadron 2 cc. (an adrenocortical steroid) to be given at the hospital, and Cipro 500 mg. (an antibiotic) and Seldane (an antihistamine) to be taken at home. The Employee was encouraged to take his blood pressure medication as prescribed, and to return in three days if not better.

The Employer paid the charge for the emergency room physician, but denied the emergency room and pharmacy charges, stating that care could have been rendered in a physician's office. Additionally, the Employer states that the medical symptoms were not acute, requiring emergency medical treatment, and that the care was not rendered within 48 hours of the onset of the symptoms.

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 emergency room and pharmacy charges resulting from the Employee's evaluation and treatment on April 27, 1993?

Positions of the Parties

Position of the Employee: The Employer is required to provide benefits for the emergency room and pharmacy charges incurred by the Employee on April 27, 1993, because the symptoms were acute and of a nature that required immediate care.

Position of the Employer: The Employer is not required to provide benefits for the Employee's emergency room and pharmacy charges incurred on April 27, 1993, because the symptoms were present for approximately two weeks, and because the symptoms were not acute, requiring emergency treatment. Additionally, the services could have been rendered in a physician's office with equal efficiency.

Pertinent Provisions

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

(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.

Article III. A. (2) (a) of the Employer Benefit Plan provides that emergency medical treatment is a covered benefit when it is rendered within 48 hours following the onset of acute medical symptoms.

A Funds' medical consultant has reviewed the information presented in this case and has advised that the patient was found to have an elevated blood pressure, and noted from the medical record that the Employee had not been taking his blood pressure medication as prescribed. According to the emergency department triage/nurses' notes, the Employee stated he had an earache for two weeks; the emergency room physician's dictated record states that the symptoms were present

only for the two days immediately preceding the visit. In the consultant's opinion, the patient did not have an onset of acute medical symptoms justifying an emergency visit. He also noted that the symptoms were likely present for more than 48 hours. In the consultant's judgement, the emergency room visit would not be considered medically appropriate.

Because the Employee did not have acute medical symptoms that warranted emergency medical treatment, because the onset of the symptoms were probably earlier than 48 hours before the visit, and because the treatment could have been rendered at a private physician's office, the Trustees conclude, consistent with the provisions of the Plan, that the Employer is not required to provide benefits for the emergency room charge resulting from the Employee's evaluation and treatment on April 27, 1993, but is required to provide benefits for the pharmacy charge, since this would have been incurred in a physician's office or clinic.

Opinion of the Trustees

Consistent with the provisions of the Employer Benefit Plan, the Employer is not required to provide benefits for the emergency room charge resulting from the Employee's evaluation and treatment on April 27, 1993, but is required to provide benefits for the pharmacy charge, since this would have been incurred in a physician's office or clinic.