
OPINION OF TRUSTEES

In Re

Complainant: Employee
Respondent: Employer
ROD Case No: 88-820 - 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 care under the terms of the Employer Benefit Plan.

Background Facts

The Employee's spouse states that she was injured on Sunday, March 28, 1993 when a car door hit her on the lower back. She further states that on Thursday, April 1, 1993, she awakened with intense pain and went to the hospital emergency room.

The Employer provided benefits for the physician's charge incurred in the emergency room visit, but denied benefits for the emergency room charge of \$63.00, an X-ray charge of \$79.00 and a pharmacy charge of \$19.00.

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 charges of \$63.00, the X-ray charges of \$79.00 and a pharmacy charge of \$19.00?

Positions of the Parties

Position of the Employee: The Employer is required to provide benefits for the emergency room and associated charges incurred by the Employee's spouse on April 1, 1993.

Position of the Employer: The Employer is not required to provide benefits for the emergency room and associated charges since the treatment was not rendered within 48 hours of the onset of acute symptoms.

Pertinent Provisions

Article III A (2) (a) states:

Article III: Benefits

A. Health Benefits

(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.

Article III A. (2)(a) of the Employer Benefit Plan provides benefits for emergency medical treatment when it is rendered within 48 hours following the onset of acute medical symptoms or the occurrence of the accident. The record indicates that the patient's injury occurred on March 28, 1993, four days before she went to the emergency room on April 1, 1993.

A Funds' medical consultant has reviewed the emergency room medical records in this case and notes that the patient injured her sacrum on March 28, 1993 and was seen on April 1, 1993. He notes there is no evidence of a sudden worsening of symptoms or onset of new acute or life-threatening symptoms. Accordingly, he is of the opinion that the patient could have been evaluated and treated at a lower level of care than the emergency department. Further, she was seen after the 48 hour limit following the accident. Therefore, under the provisions of the Employer Benefit Plan, the Employer is not required to provide benefits for the use of the emergency room, but is required to provide benefits for the X-ray and pharmacy charges incurred during the visit, since these would have been incurred in a visit at a lower level of care such as a physician's office or outpatient 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 charges for the Employee's spouse's visit on April 1, 1993, but is required to provide benefits for the X-ray and pharmacy charges incurred in that visit.