
OPINION OF TRUSTEES

In Re

Complainant: Employee
Respondent: Employer
ROD Case No: 88-822 - 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 the Employee had a sore throat for about two days prior to his emergency room visit. She further states that he worked an extra shift in a windy area the night before and that he could not swallow water when he got home. She says she was concerned that he would become dehydrated, and after calling two physicians, whose offices were closed, took the Employee to the emergency room on October 23, 1993 shortly before noon.

The Employer provided benefits for the physician's charge, but denied benefits for the emergency room charge of \$70.00, the laboratory charge of \$44.00 and the pharmacy charge of \$41.00.

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 charge of \$70.00, the laboratory charge of \$44.00 and the pharmacy charge of \$41.00?

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 on October 23, 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 at an appropriate level of care, nor were acute medical symptoms present.

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 of the onset of acute medical symptoms.

A Fund's medical consultant has reviewed the emergency room records in this case and notes that the medical records contain no documentation of the patient's inability to swallow. He notes that the records indicate that the patient had no fever and that his other vital signs (blood pressure, etc.) were within normal limits. Accordingly, he is of the opinion that the treatment in the emergency room was not the appropriate level of care in this instance. 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 laboratory and pharmacy charges incurred during the visit, since these would have been incurred in a visit at a lower level of care.

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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 visit on October 23, 1993, but is required to provide benefits for the laboratory and pharmacy charges.