

Human Resources Policy Manual

Topic: On-The-Job Injury and Illness Policy

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Policy:

1. The Workers' Compensation Act of the State of Alabama does not apply to The University of Alabama. The University provides and pays for The University of Alabama On-the-Job Injury/Illness Program (hereafter "OJI Program") to cover an employee's approved medical expenses and lost wages incurred as a result of an on-the-job injury or on-the-job illness (hereafter referred to as an "OJI").

2. For the purposes of this policy the following definitions will apply:

Accident shall mean an unexpected and unforeseen event, happening suddenly and violently, with or without human fault.

On-the-Job Injury is defined as an injury resulting from an accident arising out of and in the course of the employment, and shall not include an on-the job illness, except as provided for in this Policy.

On-the-Job Illness is defined as an illness resulting from the continuous and repeated exposure to hazardous materials documented to be dangerous to humans when the exposure is determined to be excessive or above permissible limits established by the manufacturer of the material or other credible sources such as the Occupational Safety and Health Administration, National Institute of Occupational Safety and Health or American Conference of Governmental Industrial Hygienists. An on-the-job illness shall have the same meaning as an occupational disease. An on-the-job illness does not include communicable diseases or infections typically transmitted by human contact. However, an exposure to a biologic hazard in an academic or research setting is considered an on-the-job illness as long as the exposure arose out of and in the course of employment. Alleged work-related stress, anxiety, depression or other mental illnesses are not covered under this program unless proximately caused by an on-the-job physical injury to the body.

3. Medical expenses related to an OJI and wages are compensable under the OJI Program only if the OJI is sustained in the course of, and arises out of, employment at the University. This policy does not cover employees except while engaged in or about the University's premises where their services are being performed or where their service requires their presence as a part of service at the time of the accident. OJIs that occur in the course of employment, but away from an employee's normal work site, may also be covered under the University's OJI Program as long as the employee was acting within the scope of employment and was engaged in an activity related to his or her assigned duties and the general scope of the position. OJI benefits are generally not payable for injuries sustained while traveling to/from the work location or while engaged in an activity that is personal in nature and not incidental to employment such as , but not in limitation, meal breaks, running personal errands, participating in fitness activities unrelated to the position, etc.

4. Accidents that occur while an employee is traveling on UA business (defined as travel for which expenses are reimbursable by UA) will be considered to have occurred in the course of employment at UA. If the accident occurs during a deviation for personal reasons (e.g. a

sightseeing trip or visit to relatives or friends, etc.) from the described route the accident will not be considered to have occurred in the course of employment.

5. No OJI Program benefits shall be provided for an OJI resulting from an intentional injury/illness (including death) or injury incurred while intentionally harming another other than in cases of self-defense while in the course and scope of employment or in the execution of duties by commissioned law enforcement personnel. The

University also may limit, restrict or deny OJI Program benefits if an employee is injured while engaged in an illegal activity or in an activity that is a violation of University policy.

6. An OJI Benefits Review Committee consists of one representative from each of the following departments/units: Financial Affairs, Human Resources, and the Office of Counsel. The Committee will review OJI claims at the request of the claimant. The committee may also recommend and submit for Administrative approval OJI Program policy changes.

B. PROCEDURES

1. Reporting of Injuries

(a) All OJIs, regardless of their severity, should be reported by the employee to the employee's supervisor within two (2) working days from the date of the OJI. An employee's failure to report the OJI to employee's supervisor within two (2) working days of its occurrence may result in a denial of benefits under the OJI Program. If circumstances permit, an OJI form should be completed by the supervisor before the employee seeks treatment at the University Medical Center ("UMC").

(b) Supervisors are to prepare and submit the Departmental Report of Injury ("OJI form") to the Office of Risk Management within two (2) working days after receiving the report of the OJI. If there is any question regarding the validity of the OJI or if there are circumstances that could affect the acceptance or denial of OJI benefits, Risk Management should be contacted immediately.

(c) In the case of OJIs resulting from an assault, including sexual assault or other suspected criminal act the incident also must be reported immediately to the UA Police who will report the incident to the employee's supervisor and to the Office of Risk Management.

2. Medical Treatment

(a) Except as provided for in paragraph 4 below, employees suffering an OJI must use the services of UMC which provides for limited outpatient emergency care at the Faculty/Staff Clinic at no cost to the employee. The UMC requires that the injured employee identify himself or herself as a University employee. On the day of the OJI and depending upon the seriousness of the OJI, employees should notify their supervisors prior to reporting for treatment; otherwise, they should notify their supervisors within two working days from the date of OJI or as soon thereafter as circumstances permit.

(b) In non-emergency situations, employees are encouraged to seek medical care either on the day the OJI occurred or as soon thereafter as is feasible. For OJIs that

appear minor, superficial, or otherwise not serious, the employee in his or her discretion may either delay seeking medical treatment or forego medical care if the OJI resolves or heals itself without medical attention. The decision to delay or forego medical treatment **does not change the requirement that an employee should report the OJI to employee's supervisor within the 2 working days from the date of the OJI.**

(c) If the employee's supervisor has not completed an OJI form prior to the employee's arrival at UMC, it should be completed by UMC when the employee presents for treatment or as soon thereafter as possible, with one copy forwarded to the Office of Risk Management by the supervisor within the two (2) working days.

(d) All OJI forms received by Risk Management which have not been signed by the employee's supervisor will be returned to the supervisor for signature.

(e) Unless the situation is outside of the employee's control, the employee must keep all scheduled appointments. Failure to keep scheduled appointments may result in the termination of OJI benefits. If an employee is unable to keep a scheduled appointment, the employee must make a reasonable effort to cancel and reschedule the appointment. The employee may be responsible for paying appointment cancellation fees, unless there is reasonable justification for not cancelling the appointment prior to cancellation deadline to avoid the cancellation charge.

(f) If treatment by the initial or current approved attending physician is not possible or is outside of the field of expertise of the treating physician, the Office of Risk Management will designate another attending physician.

(g) If an employee aggravates a pre-existing OJI, the approved attending physician must certify the need for treatment and/or absence from work. The OJI Program benefits described herein are awarded to each separately approved OJI. A recurrence or aggravation of a previous OJI, with or without a separate incident, is not considered a separate OJI.

3. Medical Records

The University retains the right to access all relevant medical and other records of employees injured on the job and employees shall sign and deliver such consents, authorizations or permissions as may be requested by the University to obtain such records. The University also may require the employee to undergo or submit to additional examinations and tests as it deems necessary.

4. Selection of Outside Physicians/Specialists

After the initial visit to UMC or other appropriate emergency medical facility, UMC may decide whether to refer an employee to an outside physician or specialist for further treatment. Only those physicians or specialists who are approved by the Office of Risk Management for follow-up care will be paid under the OJI Program. An employee's use of the services of a physician, specialist or other medical provider without the prior approval of the Office of Risk Management may make the employee rather than the University liable for the payment of those unauthorized services under the OJI Program. An employee who is referred to an approved outside physician or specialist should continue treatment with that physician or specialist until he or she is released because UMC staff typically will not resume medical treatment begun by approved outside physicians or specialists.

5. Referrals to Other Medical Facilities

(a) If, upon being seen at UMC it's determined that the employee's OJI is of such severity that it will require a greater degree of emergency care than that which is available at the UMC, the employee shall go to the DCH Regional Medical Center Emergency Department (University Blvd. location) or to the physician, diagnostic clinic, or other facility as directed by the UMC staff. In cases where the employee's OJI is very severe, the employee should go or be transported directly to the DCH Regional Medical Center Emergency Department. In any case of referral to the Emergency Department or to a private medical facility, the employee's supervisor should ascertain that the required OJI form is submitted to the Office of Risk Management within two (2) working days after the OJI.

(b) If the employee's OJI occurs on a weekend or such other times when the UMC is closed, the employee should go directly to the DCH Regional Medical Center Emergency Department (University Blvd. location).

6. Off-Campus Injuries/Illnesses

An employee who suffers an OJI while away from the UA campus should seek emergency medical treatment from the nearest healthcare provider. The employee should advise the healthcare provider that he or she has been injured "on the job." The healthcare provider should contact the Office of Risk Management regarding payment

for services rendered. Supervisors should complete the OJI form within two (2) working days of receiving the employee's report of the OJI, and all follow-up treatment must be coordinated and authorized through the Office of Risk Management.

C. UNIVERSITY PAYMENT FOR OJI EXPENSES

1. The cost of approved hospital care and professional services required as a result of an OJI must be filed under the University's OJI Program coverage which is administered by Blue Cross/Blue Shield of Alabama. If an employee receives bills from an approved physician or medical facility related to their OJI, the employee should forward the bills to the Office of Risk Management.

2. If an injured employee has their OJI-related prescriptions filled at the pharmacy designated by the University as the official OJI pharmacy, the employee will not be required to pay any prescription co- payments. If the employee has OJI-related prescriptions filled at any other pharmacy, they will be required to pay the applicable co-pay(s) and then seek full reimbursement from the University. Employees should forward their receipts for all out-of-pocket co-pays for OJI-related prescriptions and other authorized OJI-related charges to the Office of Risk Management for reimbursement.

3. Once the employee is released to return to full work duty by the University-approved attending physician, all University payments for the OJI-related charges will cease unless the Office of Risk Management grants approval for additional follow-up medical care.

4. Willful failure of an employee to abide by physician-directed physical activity restrictions arising from an OJI, or willful misrepresentation by an employee of his or her physical activities while under physical activity restrictions will result in termination of OJI benefits.

5. Failure to comply with approved physician-directed rehabilitation and approved follow-up care, which may include, but is not limited to, subsequent physician visits, referrals to specialty physicians, referrals for second-opinions, diagnostic testing, disability evaluation testing, physical or occupational therapy, work-hardening programs, or to follow the dosage and frequency of physician prescribed medications will result in termination of OJI Program benefits.

6. The OJI Program benefits for any employee testing positive for illegal drugs or alcohol will be denied and the employee will be subject to disciplinary action up to and including discharge from employment in accordance with University policy.

7. Abuse of the OJI Program or misrepresentation of facts in connection with a claim for benefits under the OJI Program will not only jeopardize an employee's eligibility for OJI Program benefits, but will also subject the employee to disciplinary action up to, and including, discharge from employment.

D. UNIVERSITY PAYMENT FOR FOLLOW-UP CARE

1. If, after being released to full duty by the approved attending physician, an employee experiences a recurrence of an OJI and requires additional medical attention, prior approval from the Office of Risk Management is necessary for the resumption of OJI Program benefits.

2. When requesting approval for follow-up care, the employee should provide the following information to the Office of Risk Management:

(a) certification from the University approved physician that the current medical problems result from or are directly related to the previous OJI;

(b) the nature of the follow-up treatment or services to be performed; and

(c) such other information and records as the University reasonably requests.

E. LOST TIME/WAGES

1. The OJI Program generally will compensate an employee for time lost as a result of on-the-job injury or illness in excess of four calendar days. Time lost on day one (i.e. day of the on-the-job injury or the day the on-the-job illness is discovered) will be paid through the employee's department and should be charged to administrative leave with pay. The next three calendar days are considered a waiting period during which no OJI Program wage benefits will be paid. During that three calendar day waiting period, the employee may elect to use his or her accrued sick leave, annual leave, or compensatory time (hereafter "Accrued Benefit Time") or to take leave without pay. However, if the employee remains out of work (or on reduced time or lower wages) due to the OJI for a period of 21 calendar days from the date of the OJI, one of the following will occur: (i) Accrued Benefit Time used for the first three days after the day of the OJI will be replaced at the same rate and maximum as outlined in paragraph E-2 below or (ii) if Accrued Benefit Time was not used, the OJI Program will pay the lost wages at 66 2/3% of the employee's regular rate of pay but subject to the weekly maximum outlined in paragraph E-2 below. For University law enforcement officers, payment of lost wages for the period of OJI leave will be at the officer's normal rate of compensation pursuant to Ala. Code §36-21-13; the provisions of that Code Section dealing with matters other than the amount of compensation shall apply only to the extent consistent with this policy.

2. Beginning with the fourth **calendar** day following the day of the OJI, the OJI Program will pay a wage benefit at the rate of 66 2/3% of the employee's regular rate of pay which on a weekly basis, shall not exceed the annually adjusted weekly maximum wage established by the Alabama Department of Industrial Relations (the "weekly maximum"). The OJI Program wage benefit will continue until the employee is released by the designated physician to return to full duty or until the 180th calendar day from the date of the OJI, whichever occurs first. This 66 2/3% wage benefit is charged to the employee's department. OJI Program wage benefits shall be subject to all payroll deductions required by law, University policy or authorized by the employee, such as applicable taxes, insurances, parking fees, and credit union withholdings.

3. The following is an example of how the lost time/wages process works:

(a) Employee reports to work at 7:00 a.m. on Thursday and is injured at 9:00 a.m.

(b) Employee goes to the UMC or authorized physician and is advised that he or she may not return to work for two weeks.

(c) Department pays employee for a full day on Thursday (regular time for time worked and paid administrative leave for remainder of day).

(d) For Friday, Saturday, and Sunday (the three calendar day waiting period), the employee may use Accrued Benefit Time if scheduled to work on any of these days or take leave without pay.

(e) Employee is eligible for OJI Program wage benefits beginning on Monday (the fourth calendar day after the day of the OJI).

4. Sick leave and annual leave will continue to accrue while OJI Program wage benefits are being paid.

5. Employees may use Accrued Benefit Time in addition to the OJI Program wage benefit of 66 2/3% of regular pay (subject to the weekly maximum) to result in the employee receiving his or her full regular rate of pay. The Accrued Benefit Time used as a supplement to the OJI Program wage benefit may exceed 33 1/3% of the employee's regular rate of pay only if the employee's 66 2/3% OJI Program wage benefit is capped by the weekly maximum described in paragraph E-2 above. No combination of the OJI Program wage benefit plus Accrued Benefit Time may exceed 100% of the employee's regular rate of pay.

6. The employee must notify his or her department of the request for OJI Program wage benefits and request to use eligible Accrued Benefit Time as a supplement. The employee is responsible for keeping the immediate supervisor or department/unit head and the Office of Risk Management apprised of his or her status and projected date for return to work. The department/unit is responsible for submitting time records to Payroll for processing.

7. If there is lost time resulting from an OJI, the employee will be placed on Family Medical Leave (FML), if eligible retroactive to the date of the OJI occurred. FML will run concurrently with the employee's receipt of OJI Program benefits. Employees injured on the job eligible for FML must also complete an FML Medical Leave Request Form. Forms are available in the Human Resources Service Center and on the HR website.

8. The 180 day benefit period runs from the date of the OJI; regardless of the date medical treatment is sought.

9. An employee who terminates employment (voluntarily or otherwise) is not eligible for OJI Program lost wage benefits following his or her UA employment termination date.

10. Employees with serious OJIs are also expected to apply for benefits under the University's Long- term Disability Insurance Program ("LTD benefits"). It is the sole responsibility of the employee to determine the estimated length of disability and to make application for LTD benefits in a timely manner.

11. The Office of Risk Management will monitor the status of employees who are unable to work as a result of an OJI. Employees who are unable to return to full duty or to modified duty, if it can be accommodated by his or her department within 180 days from the OJI may be discharged from employment.

12. Any job status protection afforded by the Family Medical Leave Act or other University policy will be recognized in the administration of the OJI program.

13. Employees must follow the directions of the University-approved health care providers and the referral physicians with regard to treatment and any physical limitations or restrictions. Failure to comply with the guidelines of this policy may result in denial of medical expense payments and/or OJI Program wage benefits and/or in disciplinary action.

14. In coordination with the Office of Risk Management, the employee's supervisor, department manager or other designated manager/director will determine if the department will be able to reasonably accommodate any modifications imposed by the authorized treating physician.

F. PERMANENT DISABILITY

1. Permanent Disability Benefit. The University may provide a compensation benefit under this policy to an employee whose on-the-job injury or illness proximately results in permanent partial or permanent total disability. The University may utilize a healthcare provider, selected and compensated by the University, to determine the existence and extent of disability.

(a) *Permanent Partial Disability.* In determining eligibility for and the amount of permanent partial disability benefits payable to an employee, the University will use as a general guide the following:

-For loss to, or loss of use of, a part of the body listed in the schedule of permanent partial disabilities in the Alabama Workers' Compensation Act, the compensation formula set forth in such schedule and related provisions of the Act.

-For all other permanent partial disabilities (those that are not listed in the above-referenced schedule), the compensation formula set forth in the Alabama Workers' Compensation Act, except that disability shall be determined based on physical impairment, established by medical evidence, and not loss of earning capacity.

(b) *Permanent Total Disability.* The University will use as a general guide, in determining eligibility for and the amount of permanent total disability benefit payable to an employee, the provisions of the Alabama Workers' Compensation Act,

except that permanent total disability shall be determined based on physical impairment, established by medical evidence, and not on loss of earning capacity.

(c) *Offsets.* The University shall offset against the permanent disability benefit payable under Section F(1) of this policy salary continuation benefits received by the employee under the University's LTD Insurance policy, as well as disability benefits received by the employee from the Social Security Administration or from the Alabama Teachers' Retirement System. An offset may also be made for any benefits paid to the employee under an accidental death and dismemberment insurance plan provided by the University, but only if the premiums for such plan were paid entirely by the University. In addition, if the employee (other than an employee whose disability results from a scheduled injury) returns to work in the same or similar position or at the same rate of pay, the University may make an appropriate adjustment in the permanent disability benefits paid in view of the wages earned by the employee in such employment.

2. Board of Adjustment. An employee may, as an alternative to accepting permanent disability benefits determined by the University under this policy, file a claim with the State Board of Adjustment seeking permanent disability benefits determined by the Board. Any such claims by the employee must be filed with the State of Alabama Board of Adjustment within the statute of limitations of one year from the date of the OJI, unless a different statute of limitations applies as provided for in Section 41-9-65, Code of Alabama (2000).

G. OJI BENEFITS AFTER 180 CALENDAR DAYS

1. The length of time that an employee is entitled to receive OJI Program wage benefits shall not exceed 180 days from the date of the OJI. Employees who are unable to return to full duty or to modified duty, if it can be accommodated by his or her department, within 180 days from the OJI may be discharged from employment..

2. If it reasonably appears that based upon the nature and severity of the OJI, the OJI will not be healed or otherwise resolved and the employee will not be released to full-time work status within 180 days, then on or about the 60th day from the date of the OJI the employee should contact the University's Benefits Office to apply for LTD benefits.

3.. If, on the 180th day from the date of the OJI, the employee is not on approved LTD benefits, they may be required to provide to the Office of Risk Management documentation from an approved physician to confirm the employee is unable to return to work due to physical limitations. If an employee fails to apply for LTD benefits, the University's monetary obligations under this policy shall cease after 180 days following the date of the OJI. Any claims by the employee must be filed with the State of Alabama Board of Adjustment within the statute of limitation of one year from the date of the OJI.

4. If an employee qualifies for and is receiving LTD benefits and is terminated from employment at UA after 180 Days from the date of the OJI, then the employee should contact the University's Benefits Office with regard to possible continuation of University-sponsored health care and other benefits. A former employee who is receiving LTD benefits due to an OJI should contact the University Benefits Office when the employee approaches 65 years of age or becomes eligible for Medicare to learn whether or not University-sponsored health care or other benefits will cease.

5. If the former employee is approved for Social Security Disability benefits, he or she may be eligible for Medicaid (or state equivalent) or Medicare. The former employee should

contact the Social Security Administration for information about Medicare or the appropriate state agency regarding Medicaid eligibility.

6. The former employee shall provide updates to the University Benefits Office on the status of his or her application for Social Security Disability, Medicare or Medicaid benefits at the time of the application and whenever a determination, request for additional information or change in benefits occurs.

H. DEATH BENEFITS

1. Payment to Dependents. If the death of an employee results proximately from, and occurs within 365 days of, an accident arising out of and in the course of employment, the University will pay a death benefit to the dependents of the deceased employee. Dependents shall include a spouse and a child under the age of 19 or, if the child is a "qualified child" who is under the age of 26 if a full-time student for at least five months of the year, or is permanently and totally disabled at any time during the year under the provisions of the Working Families Tax Relief Act of 2004. Dependents shall also include a parent, a parent-in-law, a grandparent, or a sibling of the employee who was wholly supported by the employee at the time of death and had been so supported for at least six months previously thereto. The priority of payment among dependents is set forth in Section H(3) below.

2. Amount of Death Benefit. The death benefit shall be calculated as follows:

(a) *One dependent.* If the deceased employee leaves one dependent, the death benefit shall, subject to the setoff described below, equal the product of two figures: a compensation amount, calculated as 50 percent of the employee's current rate of pay; multiplied by 500, reduced to present value using the current value calculator provided by the Alabama Department of Industrial Relations. The compensation amount is subject to a maximum that is adjusted annually by the Alabama Department of Industrial Relations.

(b) *Two or more dependents.* If the deceased employee leaves two or more dependents, the death benefit shall, subject to the setoff described below, equal the product of two figures: a compensation amount, calculated as 66 2/3 percent of the employee's current rate of pay; multiplied by 500, reduced to present value using the current calculator provided by the Alabama Department of Industrial Relations. The compensation amount is subject to a maximum that is adjusted annually by the Alabama Department of Industrial Relations.

(c) *Offsets.* The University may offset against the death benefit and reduce it by the amount of the proceeds received or to be received by the employee under any life insurance plan(s) and any accidental death and dismemberment insurance plan(s) to the extent that the premiums for such plan(s) were paid by the University or by a third party, such as the Alabama Teachers' Retirement System. In addition, payments previously made to the employee as compensation for the injury under this policy shall be deducted from the death benefit due, in a manner consistent with the relevant provision in the Alabama Workers' Compensation Act.

(d) *Burial Expense Benefit.* Where an employee's death has resulted proximately from, and occurs within 365 days of, an accident arising out of and in the course of employment, the University will pay a portion of the burial expenses up to the amount provided in the Alabama Workers Compensation Act. Such payment will be

made to the surviving spouse or, if none, to the entity providing burial/funeral services.

3. Payment and Payee. Payment shall be made in a single, lump sum amount. If there is a surviving spouse, payment shall be made directly to the spouse. If the spouse is one of two or more dependents, payment in equal shares shall be made to such spouse for the benefit of the spouse and for the other dependents. If there are one or more dependents but no surviving spouse, payment shall be made to a guardian(s) or such other person(s) in equal shares if there is more than one payee, as the University deems appropriate for the benefit of such dependent(s).

I. COMISSIONED LAW ENFORCMENT OFFICER BENEFITS

The University will recognize the Code of Alabama §36-21-12(2011) in determining the OJI benefits for a commissioned law enforcement officer. When necessary, the University will establish an injury benefit board as required by the Code of Alabama.

Law enforcement officers who at the time of injury are actively defending persons or property or are actively enforcing the law with respect to an actual or suspected offender, payment of lost wage benefits for periods of OJI leave will be at the officer's normal rate of compensation.

J. SUBROGATION RIGHTS

If the injured employee, or in case of death, the employee's spouse and/or dependents, recover damages against another party for an OJI , the amount of the damages recovered and collected shall be credited to UA to the extent the OJI Program has paid benefits. If the damages recovered and collected are in excess of the benefits payable under the OJI Program, there may be no further obligation on the part of UA to pay benefits on account of the injury or death. UA shall be entitled to subrogation for benefits expended by the employer on behalf of the employee.

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