

# EMPLOYEE OCCUPATIONAL INJURY POLICY

## I. Introduction

The Alabama Workers' Compensation Act does not apply to employment with state agencies and institutions, such as the University. It is, however, the policy of The Board of Trustees of The University of Alabama to provide benefits to an employee who sustains an on-the-job injury. These benefits include payment of an employee's medical expenses, payment of lost wages, and payment of permanent disability and death benefits resulting from the on-the-job injury, all on the terms and subject to the limitations set forth more fully below.

As a means of administering an efficient and equitable occupational injury program on this campus, policies and procedures have been issued and modified from time to time. This document is intended to provide employees of The University of Alabama in Huntsville (UAH) with a current, updated statement of the University's occupational injury policy and procedures. While extenuating or urgent circumstances may, on occasion, justify a departure from these procedures, compliance by an employee is generally a condition to the receipt of benefits.

An "occupational" or "on-the-job" injury (OJI), as those terms are used herein, refers to an injury that is sustained by a UAH employee from an accident arising out of and in the course of the performance of employment duties. Those terms also are deemed to include any illness or disease caused or aggravated by hazards of the employee's particular job that are substantially greater than or different from those associated with employment in general. In that connection, the phrase "date of the injury" and similar phrases used herein, when applied to an occupational illness or disease, refer to the onset of the illness/disease. The term "employee" includes all full-time and part-time faculty, administrators, staff, student workers, and graduate assistants (while performing services for the University). The phrase "current rate of pay" of an employee refers to the rate of pay at the time of the injury. Finally, the phrase "return to work" refers to an employee's return to full duties or, if the University in its sole discretion decides to offer it as an accommodation, to modified duties.

The OJI program at UAH is administered by the Office of Counsel, with the assistance of other campus offices. The OJI Coordinator in the Office of Counsel has primary responsibility for the management of OJI claims. An OJI Benefits Review Committee, made up of one representative from the Office of Counsel, one representative from the Office of Human Resources, and one representative appointed by the Vice President for Finance and Administration, shall be available to provide advice, upon request, on claims and benefits issues.

## II. Reporting the Injury

A. Injury Immediately Apparent. When an employee sustains an on-the-job injury, the employee should notify his/her supervisor immediately, if possible, and in any event no more than two calendar (2) days after the date of the injury. The employee should also contact the Office of Counsel at 256 824-6633 as soon as possible. In the absence of exceptional circumstances, such contact must occur no later than one calendar week after the date the injury occurred. Information about the injury and the related accident/incident is to be provided by the employee to the Office of Counsel through completion of an appropriate injury report form (the

“Employee Occupational Accident/Injury Report”).

B. Injury Apparent After Completion of Work Day. If the injury first becomes apparent after the employee has completed the normal work day or work week, the employee must still notify the supervisor as soon as is practical, but in any event no later than two (2) calendar days after the date the employee becomes aware of the injury. The employee must also promptly report the injury and circumstances to the Office of Counsel and complete the Employee Occupational Accident/Injury Report.

C. Delay. The employee’s failure to provide timely, verbal notice to the supervisor and/or failure to contact the Office of Counsel in a timely manner, as set forth above, may result in denial of any benefits under this policy to the employee.

D. Supervisor’s Verification of Report. The supervisor should contact the Office of Counsel after receiving notice about an injury to verify that the employee has initiated contact with that office.

E. Distribution of Injury Forms. After the Employee Occupational Accident/Injury Report is completed, it is submitted to the Office of Counsel, which then distributes copies of the Report to the Office of Environmental Health and Safety, the Office of Human Resources, and to the employee’s supervisor.

### **III. Securing Medical Attention**

A. “Emergency” Injury. If the injury is life-threatening or otherwise requires emergency medical attention, the employee should seek medical assistance and treatment without delay at the emergency room of a nearby local hospital. A police officer dispatched to the scene following a call to the Office of Public Safety (256 824-6595) may administer first aid, if necessary, and may assist the person in arranging transportation. The University does not assume the responsibility of transporting an injured employee to a treatment facility. If an ambulance is called to carry the employee to a hospital, the employee must be identified as the party responsible for the ambulance charge (though such charge will be paid or reimbursed by the University if the employee files a proper occupational injury claim). The employee must, in any case, comply with a supervisor’s direction to seek emergency medical attention.

B. “Non-Emergency” Injury. An injury may require medical treatment, though not on an emergency basis. Immediate treatment or treatment within a period of days may be needed, depending upon the circumstances. In any such instance, the employee or the employee’s supervisor must contact the OJI Coordinator (256 824-6633) in the Office of Counsel, who will arrange an appointment for the employee at the UAB Health Center Huntsville (the “Clinic”), located at 301 Governor’s Drive. If the employee’s health insurance carrier will not provide coverage for medical treatment rendered by the Clinic, the OJI Coordinator will approve and, if needed, help arrange an appointment for the employee with a physician who is covered under such insurance. An employee who utilizes a physician or other health care provider for treatment other than a Clinic physician, without the prior approval of the OJI

Coordinator, may be disqualified from receiving any medical expense benefits under this policy. Though the employee may not believe medical treatment is necessary, he/she must comply with a supervisor's direction to seek medical attention.

C. Injury Away from Campus. An employee who, while working away from the UAH campus, sustains an on-the-job injury that requires emergency or immediate medical attention should, where possible, follow the procedures set forth above. If the employee is not in the Huntsville area and will require treatment before returning to Huntsville, he/she may seek treatment from a health-care provider in the area where the employee is located. Such an employee should contact the OJI Coordinator at the time treatment is received to arrange for insurance information to be given to the health care provider (see subparagraph 5.A.1. below), and, in any event, should contact the OJI Coordinator for further instructions as soon as possible upon returning to the Huntsville area.

D. Follow-up and Ongoing Treatment. Follow-up and/or ongoing treatment may be recommended by the attending physician in the Clinic or by the approved physician (see paragraph III.B. above). That treatment may involve return visits to the Clinic or the approved physician (both sources of health care are referred to herein as the "approved health care provider") or visits to another physician to whom the employee is specifically referred by the approved health care provider. The employee must follow the directions of the approved health care provider and the referral physician regarding such treatment. Failure to comply with these directions may result in denial of medical expense benefits. Denial of such benefits may also result from the employee's seeking of additional treatment for the OJI by a physician other than an approved health care provider or other than a physician to whom the employee is referred by an approved health care provider.

E. Treatment after Release. In any instance in which an employee who was previously released from treatment for an OJI by his/her physician desires to seek further treatment, certification from the physician that the further treatment is related to the original OJI is necessary for the employee to be entitled to OJI benefits under this policy.

F. Drug Test. An employee must, as a condition to seeking any benefits for treatment for an on-the-job injury, be willing to submit to a post-accident/incident drug test. Such test will be conducted at a time and place and in a manner determined by the University, and at its expense.

G. Guidance from Office of Counsel. The supervisor is encouraged to contact and seek guidance from the OJI Coordinator (256 824-6633) in the Office of Counsel at the earliest possible time in dealing with an employee's on-the-job injury.

#### **IV. Filing a Claim for OJI Benefits**

A. Filing a Claim. To file a claim for benefits, the injured employee must obtain a

claim form from the OJI Coordinator in the Office of Counsel, complete it, and return it with supporting documents to that office. Claims should be filed as soon as possible after the injury, preferably no later than the day the employee returns to work. An unreasonable delay in filing a claim after an injury or after treatment will result in denial of the claim. Failure to file a claim within one year after the date of the injury will result in denial of the claim. If filing of the claim is to be delayed for good reason, the employee should promptly notify the OJI Coordinator of his/her intention to file. An employee who refuses or fails to file a claim, as described above, will not be eligible for any OJI benefits.

B. Claim Review and Approval. After a claim is filed, the Office of Counsel will investigate and review the claim, as appropriate, to verify pertinent information relating to the injury, the circumstances under which it occurred, the nature and cost of medical treatment, any absence resulting from the accident, etc. A memorandum setting forth findings and recommendation(s) regarding OJI benefits is submitted to the Vice President for Finance and Administration, or his/her designee, who will approve or disapprove the claim.

## V. Medical Benefits

A. Application of Personal Health Insurance Benefits. Under the Board of Trustees' policy, benefits relating to the expenses of medical care necessitated by an on-the-job injury are provided by the University only to the extent that expenses are **not** paid by available health insurance carried by or on behalf of the employee.

1. *Employee covered by group health insurance provided by the University.* Most employees are covered by the University sponsored health insurance plan offered through Blue Cross and Blue Shield of Alabama (BCBS). Under an arrangement with the University, BCBS pays, as the University's administrator, not only the employee's covered medical expenses incurred as the result of an OJI but also any deductible and co-payment amounts as well, up to the amount of the charge payable under the BCBS provider contracts. In order for this to occur, the OJI Coordinator must provide a work-related injury (WRI) number to the health care provider at the time of service. **An injured employee should, at the time of receiving such service, have the health care provider contact the OJI Coordinator to obtain the WRI number.**

2. *Employee covered by group health insurance not provided by the University.* An employee covered by a group health insurance plan other than that provided by the University, such as a family plan provided by the employer of his/her spouse, must give the provider of medical services the appropriate information about his/her health insurance and inform the provider that **the University is not covered by the Alabama Workers' Compensation laws and does not carry Workers' Compensation insurance.** The employee in such an instance must file, or have the health care provider file, a claim for payment of the expenses of medical treatment with the health insurance carrier. The University will not make any payment until the employee's claim for health insurance benefits has been settled by the health insurance carrier.

B. Access to Medical Records. The University has the right of access to all medical and other pertinent records of an injured employee relating to the injury, and the employee will be required to sign, at the time the first, in-person contact is made with the OJI Coordinator, a release granting such access.

C. Payment of Medical Treatment Costs.

1. *Proper claim.* In the case of a properly filed and approved claim, and upon the employee's further compliance with all obligations set forth in this policy, the University will be responsible for the reasonable costs of medical care necessitated by an on-the-job injury. Such medical expense benefits will be paid, however, only until the employee reaches the point of maximum medical improvement as determined by the employee's physician. The University will also pay mileage costs for travel by the employee to and from health care providers with respect to such medical care at the current rate established by the State of Alabama for reimbursement of its employees for official travel.

2. *Necessary referral.* With respect to treatments received from chiropractors, podiatrists, pain clinics, psychologists, and/or counselors, the University will pay the reasonable costs thereof only when the employee is referred for such treatment by an approved health care provider or by a physician to whom the employee was referred by the approved health care provider (as stated above) and the University is given prior notice of such referral. If either of these conditions is not met, the employee will be solely responsible for all the costs of such treatment.

3. *Reduction for available health insurance benefits.* As previously mentioned, with respect to an employee covered by a non-University provided health insurance plan, medical expense benefits provided by the University will be reduced by the amount of benefits available under that health insurance plan. Proof of payment or nonpayment by the medical insurance carrier must be submitted to the Office of Counsel before final evaluation of the claim. Of course, for employees covered by the University's group health insurance plan, the medical charges will be paid by BCBS (as the University's administrator) for an approved OJI claim, so no additional medical expenses benefits will be payable by the University.

4. *Payee.* For an employee covered by a non-University provided health insurance plan, the University will reimburse the employee by direct payment to the extent that he/she has paid the costs (all or part) of medical care and provides evidence of such payment, such as a payment summary from the medical provider. The employee should pay his/her medical expenses pending the investigation and disposition of the claim, if payment is necessary to prevent the medical bill from becoming delinquent. Otherwise, upon submission of the proper bill from the physician, hospital, etc., the University will make payment either directly to the provider or by check made payable jointly to the employee and the provider. Charges for treatment of an employee covered by the University's group health insurance plan will be paid, once the claim is approved, directly

to the provider.

D. Additional examination(s). The University may require such employee to undergo additional examination and tests as it deems necessary and at University expense.

## VI. Lost Wage Benefits

A. Absence from Work Due to Injury. An occupational injury may result in an employee's absence from work. Such an employee will be entitled, if certain conditions are met, to payment of wage benefits for the period of absence. These benefits are referred to in this policy as "lost wage benefits."

### B. Physician Certifications.

1. *Certification - absence from work*. **Any** absence from work due to an on-the-job injury must be supported by a signed statement from the employee's attending physician indicating the nature of the injury or condition and the period of time the employee will not be able to work. If a physician-approved period of absence from work is to be extended by the physician, a new, signed certification statement must be obtained from the physician. The employee must provide a copy of such certificate to his/her supervisor and to the Office of Counsel. In the alternative, the employee may request the physician to send such certification(s) by facsimile transmission to such parties.

2. *Certification - return to work*. An employee who wishes to return to work after an injury must obtain from the attending physician a "release to work" certification, indicating the physician's determination that the employee is sufficiently recovered as to be able to return to work, with or without limitations. The release to work document must be **initially presented to the OJI Coordinator** in the Office of Counsel and **then to the supervisor** before the employee will be allowed to resume work. If the physician indicates that the employee's ability to work will be subject to limitations, the supervisor and the OJI Coordinator will together determine whether or not those limitations will allow the employee to carry out his/her work duties.

C. Employee Duty to Report Status. In addition to a physician's certification, when the employee's date of recovery and return to work is not definite, the employee **must** notify the supervisor of his/her condition and progress toward recovery on the morning of the last working day of each week. If, however, the absence is designated as leave under the Family and Medical Leave Act (FMLA), the provisions of this paragraph are superseded by those requirements specified in the notice given to the employee under the FMLA.

D. Instructions of Health Care Provider. An employee who fails to comply with the directions or instructions of the attending physician or other health care provider regarding treatment, physical limitations or restrictions, or any other matter may be denied any OJI benefits under this policy.

E. Absence Charged to Administrative and Sick/Vacation Leave. The employee's absence on the day of the injury and the next working day (the "waiting period") will, in all instances, be charged to administrative leave. The period of absence thereafter will be charged to the employee's accumulated sick leave and vacation leave, in that order, **unless** he/she provides notice otherwise pursuant to paragraph F. below. The employee will, for the duration of such leave, be entitled to full pay. Vacation and sick leave will continue to accrue during the period of absence that is charged against leave, and the employee will continue to accrue creditable service in the Teachers' Retirement System of Alabama (TRS). Wage/salary payments will be subject to the normal withholding for federal and state income taxes, F.I.C.A. taxes, insurance premium payments, and TRS contributions (and, if applicable, contributions to the Teachers Insurance and Annuity Association/College Retirement Equities Fund retirement plan). The employee will receive full pay for any holiday occurring during such period, assuming he/she would otherwise have been entitled to receive full pay for that holiday.

F. Absence Charged to OJI Leave - Lost Wage Benefits. Except for the waiting period, the employee may elect to take OJI leave, rather than having the entire period of absence from work charged to accumulated sick and/or vacation leave. Such an election must be made in writing to the Office of Counsel within ten (10) days following the injury or following the first day of absence, whichever is later. The Office of Counsel will promptly notify the Benefits and Employee Services Office of the employee's election to take OJI leave. After the election, the following terms will apply:

1. *Payment of lost wage benefits.* For **employees generally**, lost wage benefits will be paid to the employee for periods of OJI leave at the rate of 66 2/3 percent of the employee's current rate of pay. For University **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. Payment of benefits under this paragraph will ordinarily be made in monthly increments. Lost wage payments will be subject to withholding for federal and state income taxation and F.I.C.A. taxes. The employee's portion of premium payments for health insurance (and, if applicable, for any supplemental life insurance) will also be withheld (see subparagraph J.1. below), as will the employee's TRS contributions.

2. *Supplementation of lost wage benefits with leave.* An employee opting to receive lost wage benefits may nevertheless use available sick leave and vacation leave to "supplement" lost wage payments so as to receive, on a monthly basis, an amount equal to the employee's current earnings. Notice of this election should be included in the written election provided to the Office of Counsel regarding OJI leave (see paragraph E. above).

3. *Leave accruals.* Vacation and sick leave will accrue during any period of OJI leave.

4. *Holidays.* The employee will be paid at the 66 2/3 percent rate for any University holidays occurring during the period of absence.

G. Duration of Lost Wage Benefits.

1. *Lost wage benefits - beginning and ending dates.* Lost wage benefits will be paid beginning with the first day of absence after the waiting period and continuing until the employee's attending physician releases the employee to return to work, subject to the limitation set forth in subparagraphs G.2. and G.3. below.

2. *Lost wage benefits - maximum period.* The maximum period for which lost wage benefits will be available is 180 consecutive calendar days from the date of the on-the-job injury.

3. *Lost wage benefits - termination of employment.* An employee whose employment at the University is terminated, voluntarily or otherwise, will not be entitled to lost wage benefits after the effective date of termination.

4. *Non-duplication of benefits.* Payment of lost wage benefits from the University will cease once salary continuation benefits begin under the Long Term Disability (LTD) Insurance Program, as described in subparagraph G.5. below (or, as mentioned in subparagraph G.2. above, the employee has received such benefits for 180 consecutive calendar days). If LTD salary benefits are paid for a period of time during which the employee has also received lost wage benefits (resulting in a "duplication" of wage benefits to the employee), the employee will retain the LTD salary benefits and must reimburse the University for the amount of the lost wage benefits.

5. *Salary continuation benefits - claim and payment.* Under the University's LTD Insurance policy, salary continuation benefits will be paid to eligible employees after a minimum of 90 days of continuous disability. An employee with an occupational injury who anticipates not being released by his/her attending physician to return to work within 90 days from the date of injury **must** contact Benefits and Employee Services Office to initiate an application for LTD salary continuation benefits. Such application should be completed and submitted to the LTD insurance carrier prior to the end of such 90 day period. The claim can be withdrawn if the employee returns to work prior to an eligibility determination by the insurance carrier. Vacation and sick leave do not accrue while the employee is receiving LTD salary continuation benefits.

6. *Salary continuation benefits - purpose.* Salary continuation benefits made available under the University's LTD insurance policy constitute the means by which the University provides financial support or compensation to an employee who is injured on-the-job and sustains, as a result, extended or long-term disability. For University law enforcement officers only, the University shall supplement salary continuation benefits with institutional lost wage benefits to bring the total amount paid to the amount of the officer's normal compensation; this supplemental payment shall continue until, and only until, 180 consecutive calendar days following the date of injury.

H. Paid Leave and/or Unpaid Medical Leave. An employee who has been determined not to be eligible for salary continuation benefits by the University's LTD insurance carrier and who has still not, after the expiration of the 180 day maximum lost wage benefit

period, been released to return to work by his/her attending physician may utilize paid leave, if any is available, or apply, pursuant to University policy, for unpaid medical leave. Unpaid medical leave may be granted for a reasonable period of time, up to six months. During a period of approved unpaid medical leave, the employee will retain the right to his/her position.

I. FMLA Event.

1. *Supervisor action and designation.* If an employee's occupational injury results in any of the following conditions or circumstances, the supervisor should immediately notify the Benefits and Employee Services Office, so a decision may be made by that Office for the University as to whether or not the employee's absence will be designated as leave under the FMLA:

- The employee remains overnight in a medical facility.
- The employee is receiving continuing treatment from a health care provider for more than three (3) consecutive calendar days.
- The employee undergoes or requires restorative surgery.

A more complete statement of FMLA qualifying events may be found in the University's FMLA Leave of Absence Policy, located at <http://www.uah.edu/admin/HR/FMLA/FMLA.php>.

2. *Employee Request for Designation.* The employee may inform the supervisor that he/she wishes to designate the absence resulting from the injury as FMLA leave, if any of the conditions or circumstances mentioned above or in the University's FMLA policy are present. The supervisor must, upon being so informed, immediately notify the Benefits and Employee Services Office.

J. Continuation of Insurance Benefits. The University provides a number of group insurance programs to its employees. Regular full-time employees are generally required to participate in the University's group health insurance program, under which the premium cost is shared by the University and the employee. Dental insurance is available to regular full-time employees, with the full premium cost being paid by the employee. Group term life insurance, accidental death and dismemberment (AD&D) insurance, and long-term disability (LTD) insurance is provided to all regular full-time employees at no cost to the employee (the premium is paid entirely by the University). Continuation of these insurance benefits for an employee who is absent from work due to an occupational injury is as follows:

1. *During OJI leave.* An employee's eligibility for health, dental, life, AD&D, and disability insurance benefits under the UAH group insurance program will continue during any period the employee is on **OJI leave** receiving lost wage payments (see paragraph VI.F. above). The employee will continue to be responsible for his/her portion of the premium payments for health insurance and for the entire dental insurance premium, and those amounts will be deducted from the lost wage benefit. The University will continue to pay the life, AD&D, and LTD insurance premiums.

2. *During receipt of LTD salary continuation benefits.* An employee who is **receiving salary continuation payments** under the University's LTD insurance policy (see subparagraph VI.G.5. above) may continue eligibility for health, dental, life, AD&D, and disability insurance benefits by paying the full premium cost of such insurance. An employee desiring to continue these coverages should contact the Benefits and Employee Services Office as soon as possible, so that a Benefit Retention form may be prepared for him/her.

3. *During approved unpaid medical leave.* An employee who is on approved unpaid **medical leave** (see paragraph VI.H. above) may continue eligibility for health, dental, life, AD&D, and disability insurance benefits by paying the full premium cost of such insurance. The employee should, to continue these benefits, contact the Benefits and Employee Services Office to have a Benefit Retention form prepared.

4. *During FMLA leave.* Pursuant to law and University policy, an employee on **FMLA leave** continues to be eligible for health insurance benefits on the same basis as if he/she were not absent from work and may, therefore, maintain such insurance by paying the employee's share of premiums. Eligibility for dental, life, AD&D, and LTD insurance is maintained, with the employee bearing the full cost of such insurance. In the event that FMLA leave runs concurrently with OJI leave, insurance eligibility and cost allocation will be as set forth in subparagraph VI.J.1. above.

K. Absence Exceeding One Year. An employee who is not able to return to work on a full-duty or, if it can be accommodated, a modified duty basis due to the OJI is subject to termination at any time, except that no employee may be terminated during the 180 day maximum lost wage benefit period, during an FMLA leave period, or during an approved unpaid medical leave period. In the absence of exceptional circumstances, an employee will not be continued in his/her employment after an absence of one year due to the OJI. Salary continuation benefits being paid to the employee under the University's LTD insurance policy will continue, however, pursuant to the terms of the policy.

## **VII. Permanent Disability**

A. Permanent Disability Benefit. The University will 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 health care provider, selected and compensated by the University, to determine the existence and extent of disability.

1. *Permanent Partial Disability.* In determining eligibility for and the amount of permanent partial disability benefit 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.

2. *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.

3. *Offsets.* The University shall offset against the permanent disability benefit payable under 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.

B. 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. For more information visit their website located at <http://www.bdadj.alabama.gov/Default.aspx>.

## **VIII. Death Benefit.**

A. 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 full-time student, under the age of 22. 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.

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

1. *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.

2. *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.

3. *Offsets.* The University may offset against the death benefit and reduce it by the amount of the proceeds received or to be received by designated beneficiaries of 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.

C. 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 shall be made to such spouse for the benefit of the spouse and for the dependent child or other dependent family members. If there are one or more dependents but no surviving spouse, payment shall be made to the guardian(s) or such other person(s), in equal shares if there is more than one such payee, as the University deems appropriate for the benefit of such dependent(s).

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.

## **IX. General Provisions**

A. Referral of Claim to State Board of Adjustment. The University may refer any claim for occupational injury benefits to the State Board of Adjustment for determination. Payment on any claim so submitted will not be made until and unless such payment is awarded to the claimant by the Board. An employee may also file a claim for OJI benefits with the State Board of Adjustment at any time within one year of the date of the injury.

B. Illegal Acts and Intentional Harm. An employee who is injured while engaging in any unlawful activity or while intending to cause harm to himself/herself or others will not be eligible to receive OJI benefits and may be subject to disciplinary actions, up to and including termination of employment.

C. Misrepresentation or Fraud. An employee who is guilty of misrepresentation or fraud in connection with any claim under this policy will not only be disqualified from receiving any OJI benefits but may be subject to disciplinary action, up to and including termination of employment.

D. Subrogation Rights. An employee shall be required, as a condition to receiving any OJI benefits under this policy, to acknowledge the right of the University to be subrogated to any claim that the employee may have against any third party who may be responsible for the employee's injury/illness, to the extent that the University has paid OJI benefits to such employee.

E. Self-Insured Program. The University's occupational injury claims program is self-insured, in the sense that payments are generally handled by means of internal financing mechanisms rather than through the purchase of commercial insurance.

If you have any questions with regard to the application of these procedures, please direct them to the appropriate University official or office identified below:

OJI Coordinator	Office of Human Resources
Office of Counsel	102 Shelbie King Hall
347 Shelbie King Hall	256 824-6545 Telephone (OJI issues)
256 824-6633 Telephone	256 824-6640 Telephone (Benefits and FMLA issues)
256 824-6187 Fax	256 824-6908 Fax
Office of Public Safety	Office of Environmental Health and Safety
Intermodal Facility	Physical Plant Building
256 824-6596 Telephone	256 824-2352 Telephone

Rev. 12/14/11 OOC

Policy Information

- Revision of Existing Policy

*Approved:* Ray Pinner, Vice President for Finance and Administration

*Approval/Effective Date:* February 2, 2012

*Responsible Executive:* Vice President for Finance and Administration

*Responsible Administrator:* University Counsel (256 824-6633)

- Technical or Minor Edit of Existing Policy

*Approval Date:* May 24, 2012