



CALIFORNIA

STATE

UNIVERSITY

EMPLOYEES

UNION

KNOW

YOUR

RIGHTS

# INJURY ON THE JOB

## GOALS OF WORKERS' COMPENSATION:

Workers' Compensation insurance involves a fundamental legislative trade-off between the liability of employers and the rights of employees: employers are liable for compensation "without regard to negligence" of either the employer or employee if an employee is injured on the job. Under California law, workers' compensation benefits, with some exceptions, such as Industrial Disability Leave (IDL), are the injured employee's exclusive remedy against the employer.

In general terms, this is a "no-fault" insurance program which provides socially desirable protections:

- It ensures that injured workers will receive necessary medical care, at no cost to the employee, to "cure" and "relieve" them of the effects of the injury.
- It ensures that disabled workers' loss of income will be offset by tax-free cash benefits, which are paid during periods of inability to earn income because of temporary incapacity and for some period of time after the worker returns to the labor market with a diminished earning capacity as a result of the permanent nature of the injury.
- It ensures that permanently disabled workers will receive vocational rehabilitation services to help them return to suitable gainful employment.

## INDUSTRIAL DISABILITY LEAVE (IDL):

CSU employees who are members of the Public Employees' Retirement System (PERS) or the State Teachers' Retirement System (STRS) and who have suffered an industrial disability may be eligible to receive Industrial Leave in lieu of Workers' Compensation Temporary Disability (TD) benefits. An eligible employee may receive IDL payments for a period not to exceed 52-weeks within two years from the first day of disability. IDL payments are based on the actual number of work days the disabled employee is absent from work.

Each campus of CSU has a designated "Return to Work Coordinator." The duties and responsibilities of the coordinator include ensuring that the disabled employee is informed of the benefits to which he/she is entitled and to facilitate the employee's early return to work. A CSU employee who suffers a disability arising out of or in the course of CSU employment may receive IDL benefits if he/she meets all of the following conditions:

- Is an active PERS or STRS member;
- Has a disability which has been verified and accepted by the Ward North America Insurance as industrially caused;
- Has chosen to receive IDL benefits in lieu of Workers' Compensation Temporary Disability benefits or has failed to make a choice within 15 days from the date of the notice of benefit eligibility; and
- Has been unable to work as a result of injury or illness.

Under certain circumstances, it may take some time before a determination can be made by Ward North America Insurance whether an employee's disability leave is work-related. During this period, the employee is allowed to use sick leave, vacation, and CTO leave credits as long as they are available. When it is determined the disability is job-related and the employee is eligible for IDL or Workers' Compensation Temporary Disability, appropriate adjustments will be made to the employee's sick leave or vacation leave balance.

*over please*

If you think your rights have been violated, contact your local CSUEU steward



If a disabled employee waives his/her right to make a selection of either Workers' Compensation or Industrial Disability Leave, the Education Code Section 89529.05 provides that he/she will receive IDL benefits unless Workers' Compensation Temporary Disability payments are greater, in which case all provisions of Workers' Compensation Temporary Disability shall apply. Employees may elect to change their benefits at any time on a one-time basis during the first 90 calendar days of the injury.

**WHAT IS AN INJURY:**

- An injury or illness may be "physical" or "mental" in nature. Such an injury may be an occupational disease.
- An injury is "specific" if there is one incident or exposure in the workplace that causes a physical or mental injury.
- An injury is "cumulative" if there are repetitive traumatic activities in the workplace which extend over a period of time.

**FIRST 30 DAYS OF INJURY:**

If the employee indicates in writing to the CSU, prior to the date of injury, that he/she has a "personal" physician whom the employee wants to use in the event of injury, the employee's physician is in control of the employee's medical care from the day of injury. If the employee does not designate his/her personal physician prior to the injury, the CSU designated medial care provider usually controls the employee's medical care.

If the employee requests, the CSU must give the employee one change of physician. A request for the one-time change may be made at any time, even within the 30-day period after reporting the injury.

**WHAT TO DO WHEN YOU ARE INJURED:**

- Notify your supervisor immediately. Report all incidents promptly.
- Obtain good medical treatment for all injuries, even first aid treatment for a minor injury.
- In the event you are disabled, your supervisor will provide for transportation to the designated medical facility of CSU or the employee's designation.
- Keep your supervisor informed of the physician's advice concerning your ability to work.
- Return to work only after it is medically feasible and the physician has released you to return to work.



**MEMBERSHIP APPLICATION • California State University Employees Union/CSEA**

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PLEASE TYPE OR PRINT

**Chapter** \_\_\_\_\_

Social Security No.	Last Name	First Name	Initial
Number and Street		City	Zip Code
Employed by	Department or Campus - work location		Room No.
Classification	E-mail	Business Phone	Home Phone
Recruiter Name (optional)			

I hereby apply for membership in the California State University Employees Union (SEIU 2579 - CSEA), an affiliate of CSEA, and hereby agree to abide by the CSUEU Bylaws and Policies, including those of the CSEA Policy File. In becoming a member I authorize CSUEU to establish with the appropriate agency the withholding from my pay or retirement allowance of dues and any benefit deductions. I understand that my membership rights are set forth in the Policy files of CSUEU and CSEA, which are subject to amendment, and are affected by applicable labor contract(s) ("A Memorandum of Understanding" or "MOU") between CSUEU and the California State University, and a copy of the Policy Files and applicable MOU are always available to me by contacting CSUEU Headquarters, 1108 O Street, 5th Floor, Sacramento, California 95814. Should an applicable MOU provide for the maintenance of membership, I understand that I must remain a member for the duration of the MOU, except that I may terminate membership during the last thirty (30) days of such MOU. Unless instructed to the contrary below, CSUEU is hereby authorized to withhold from my pay an additional \$2.00 per month for CSUEU's non-partisan political activity.



By writing my initials in this box I instruct CSUEU NOT to withhold an additional \$2.00 per month for political activity.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_