

SECTION 27.0

ON-THE-JOB INJURY, WORKERS' COMPENSATION

27.1 Treatment of Industrial Injuries

A. *Deleted - Law Enforcement Unit (Replaced with 27.1 B)*

(Adopted 01/30/07, Law Enforcement Unit MOU)

B. General, Supervisory, Professional, Fire Safety, Confidential, Management and Law Enforcement Units, Deputy County Counsels and Assistant County Counsel

Whenever an employee sustains an injury or disability arising out of and in the course of County employment and requires medical care, the employee shall obtain treatment according to the provisions of the California Labor Code.

(Amended 08/31/04, General, Supervisory & Professional Units MOU)

(Amended 01/06/04, Fire Safety Unit MOU)

(Amended 01/06/04, Resolution 04-002 Management Unit)

(Amended 01/06/04, Deputy County Counsel & Assistant County Counsel Agreement)

(Amended 01/06/04, Confidential Unit Agreement)

(Amended 01/30/07, Law Enforcement Unit MOU)

27.2 Workers' Compensation

A. General, Supervisory, Professional, Fire Safety, Confidential, Management and Law Enforcement Units, Deputy County Counsels and Assistant County Counsel

1. When an injury is determined to be job related by the County, the County's workers' compensation carrier, or by the Workers' Compensation Appeals Board and the affected employee receives temporary disability monies, the County shall then restore the equivalent value of sick leave, compensatory time and/or vacation applied during the period for which the temporary disability monies were paid and shall offset the employee's pay by the amount of temporary disability monies received.
2. When an injury is determined to be job related by the County, or its workers' compensation carrier, and the employee is precluded from returning to work by a licensed physician such employee shall be placed on leave until such time as he/she is authorized to return to work or as otherwise provided in section 5 below. While on leave such employee may utilize sick leave, vacation and/or compensatory time in accordance with section 3 below. If the employee exhausts or has exhausted all sick

leave, vacation and/or compensatory time balances, or elects not to use such balances, the employee shall be placed on a leave of absence without pay. In cases where the County or its workers' compensation carrier has denied the compensability of an employee's claim for benefits and the employee is contesting the claim with the Workers' Compensation Appeals Board, the County may extend a leave of absence without pay on a case by case basis beyond the limitations stated in section 14.0 et seq of these rules.

3. An employee not entitled to the benefits of Labor Code Section 4850 who is absent from work by reason of industrial injury compensated as temporary disability indemnity may integrate any accumulated sick leave, vacation leave, or compensatory time off for overtime as when added to his/her disability indemnity will result in payment to him/her of his/her full salary. An employee shall accumulate vacation leave and sick leave only during such portion of absence from work due to industrial injury for which he/she uses previously earned vacation leave, sick leave, or compensatory time off.
4. Time during which an employee receives workers' compensation temporary disability benefits shall be counted toward the computation of County seniority and determination of sick leave and vacation earning rates. Employees who exhaust all accruals, or elect not to use their accruals, shall be placed on workers' compensation leave without pay, and shall not be entitled to accrue vacation, sick leave or holidays.
5. Leave shall continue until the employee:
 - a. is determined to be physically able to return to work and such medical determination, if disputed, is confirmed by Workers' Compensation Appeals Board; or
 - b. is determined to be physically able to return to work with medical restrictions which the County can accept and such determination, if disputed, is confirmed by Workers' Compensation Appeals Board; or
 - c. accepts employment outside the County; or
 - d. accepts employment in another County position; or
 - e. has been found to be permanent and stationary and precluded from returning to work by the Workers' Compensation Appeals Board and has been offered and

refused rehabilitation services or is or has been provided rehabilitation services as provided by law; or

f. resigns or is retired pursuant to Government Code provisions.

(Amended 08/31/04, General, Supervisory & Professional Units MOU)
(Amended 08/26/08, Fire Safety Unit MOU)
(Amended 01/30/07, Law Enforcement Unit MOU)
(Amended 01/30/07, Confidential Unit Agreement)
(Amended 01/30/07, Resolution 07-006 Management Unit)
(Amended 01/30/07, Deputy County Counsel & Asst. County Counsel Agreement)

B. Deleted – Law Enforcement Unit (Replaced with 27.2 A)

(Amended 01/30/07, Law Enforcement Unit MOU)

C. Deleted – Fire Safety, Confidential and Management Units, Deputy County Counsels and Assistant County Counsel (Replaced with 27.2 A)

(Amended 01/30/07, Confidential Unit Agreement)
(Amended 01/30/07, Resolution 07-006 Management Unit)
(Amended 01/30/07, Deputy County Counsel & Asst. County Counsel Agreement)
(Amended 08/26/08, Fire Safety Unit MOU)

27.3 Selection of Treating Physician

A. Employee's Choice of Physician

An employee may seek medical care for a work related illness or injury from the physician of his/her choice, if such physician has been pre-designated pursuant to the Labor Code. Time missed from work to seek initial medical care or necessary follow-up care shall be charged to the employee's appropriate leave balance, or unpaid status if appropriate leave balances are not available. To the extent that temporary disability indemnity is paid for any time off work to seek initial or follow-up medical care, it shall be integrated with leave pursuant to subsection 27.2, A,3.

(Adopted 01/30/07, Resolution 07-006 Management Unit)
(Adopted 01/30/07, Confidential Unit Agreement)
(Adopted 01/30/07, Deputy County Counsels & Asst County Counsel Agreement)
(Adopted 01/30/07, Law Enforcement Unit MOU)
(Amended 01/04/11, Fire Safety Unit MOU)
(Amended 03/01/11, General, Supervisory and Professional Units MOU)

B. CompClinic – General, Supervisory, Professional, Fire Safety, Confidential, Management and Law Enforcement Units, Deputy County Counsels and Assistant County Counsel

An employee may seek medical care from Comp Clinic, or such other provider the County may designate to replace Comp Clinic, if any. If an employee seeks initial and follow-up medical care with Comp Clinic, or with any medical provider to whom the employee has been referred by Comp Clinic for follow-up care, time missed from work to seek care shall be deemed time worked and no leave balance shall be charged. This provision shall not apply to medical care received during periods when the employee has been disabled from work and is not at work. It shall also not apply for any treatment received during hours when the employee is not scheduled to work.

(Amended 08/31/04, General, Supervisory & Professional Units MOU)

(Amended 01/06/04, Fire Safety Unit)

(Amended 01/06/04, Resolution 04-002 Management Unit)

(Amended 01/06/04, Deputy County Counsels & Asst. County Counsel Agreement)

(Amended 01/06/04, Confidential Unit Agreement)

(Amended 01/30/07, Law Enforcement Unit MOU)

C. *Deleted – Comp Care – Law Enforcement Unit (Replaced with 27.3 B)*

(Adopted 01/30/07, Law Enforcement Unit MOU)