

ARTICLE 44
WORK-INCURRED INJURY OR ILLNESS

A. GENERAL CONDITIONS

1. An employee who is unable to work due to a work-incurred injury or illness compensable under the California Workers' Compensation Act is eligible to use sick leave, extended sick leave, and vacation leave as provided below. When such leaves are exhausted and when the employee is still unable to work because of such illness or injury, the employee may be granted a leave without pay for the remainder of the period in which he/she is medically authorized for Workers' Compensation temporary disability, but not to exceed a total absence from work of twelve (12) months or a predetermined date of separation, whichever is earlier.
2. In the event that an employee's work-incurred injury or illness exceeds the maximum twelve (12) month leave period, a personal leave of absence may be granted in accordance with the provisions of Article 14 – Leaves of Absence, Section B. The granting of a personal leave of absence in order to extend an employee's total absence from work for work-incurred illness or injury purposes is at the sole discretion of the University and without recourse to Article 9 - Grievance Procedure or Article 3 - Arbitration Procedure of this Agreement. An employee on such personal leave of absence shall submit medical verification, in accordance with Section E. below, that he/she has been medically released to perform his/her normal duties upon return to work.

B. SUPPLEMENTAL SICK LEAVE AND VACATION

1. An employee who earns sick leave and vacation shall be permitted to use accumulated sick leave and vacation to supplement temporary disability payments received under the California Workers' Compensation Act.
2. Sick leave and vacation payments shall be the difference between the amount payable to the employee under the Workers' Compensation Act and the employee's regular salary. The additional payment made to an employee to provide the employee with full salary prior to receipt of disability payments shall be deemed an advance temporary disability payment within the Workers' Compensation Act.
3. An employee who receives advance temporary disability payment shall reimburse the University for such payment. The reimbursement is used to restore proportionate sick leave and vacation credit as appropriate.

C. EXTENDED SICK LEAVE

1. An employee who is receiving temporary disability payments and who has exhausted all his/her accumulated sick leave shall receive extended sick leave payments from the University in an amount equal to the difference between the payments from Workers' Compensation and eighty percent (80%) of the basic salary plus any shift differential which the employee would have received. If such an employee returns to part-time University duties, the earnings plus any temporary disability payments, if less than eighty percent (80%) of basic salary plus shift differential, shall be supplemented to eighty percent (80%) by extended sick leave payments, provided the employee continues to be medically authorized for Workers' Compensation temporary disability. Total extended sick leave payments shall not exceed twenty-six (26) weeks for any one (1) injury or illness.
2. An eligible employee who does not have sufficient accumulated sick leave to cover the three (3) calendar days' waiting period for receiving Workers' Compensation payments shall receive extended sick leave payment to cover any part of the waiting period not covered by sick leave. Payment shall be made only after determination that the injury or illness is compensable under Workers' Compensation.
3. An employee who elects not to use all his/her accumulated sick leave is not eligible for extended sick leave benefits.

D. EFFECT ON PAY STATUS

1. Supplemental Leave

An employee who is receiving temporary disability payments and supplemental sick leave or vacation as described in Section B. above is considered on regular pay status for purposes of application of provisions of this Agreement, except completion of the probationary period. Sick leave and vacation earned during this period may be used as soon as credited.

2. Extended Sick Leave

An employee who is receiving temporary disability payments and extended sick leave benefits as described in Section C. above is considered to be on regular pay status for purposes of application of provisions of this Agreement, except completion of the probationary period. However, sick leave and vacation earned during this period is credited to the employee only upon return to work. If an employee separates without returning to work, the employee shall be paid for vacation earned during the period the employee received extended sick leave payment.

3. **Leave Without Pay**

An employee on leave without pay and receiving temporary disability payments earns sick leave and vacation on the same basis as if regularly employed, but such sick leave and vacation is credited to the employee only upon return to work. If an employee separates without returning to work, no payment shall be made for such vacation credit.

E. RETURN FROM WORK-INCURRED INJURY OR ILLNESS LEAVE

1. An employee who has been granted a leave of absence due to a work-incurred injury or illness shall be reinstated as soon as possible to the same or a similar position held at the time the leave was granted when the following conditions are met:
 - a. The employee has notified the University of his/her anticipated date of return; and
 - b. If required by the University, the employee has provided medical documentation that he/she has been medically released to perform the normal duties of his/her job.
2. When a medical release to return is required by the University:
 - a. The University shall inform the employee that a medical release to return is required as soon as practicable after the need for such documentation is determined; and
 - b. The employee shall provide the University with the required medical release as soon as possible after the medical release is available to the employee. When possible, the employee shall provide such documentation thirty (30) calendar days prior to the anticipated date of return; and
 - c. Such medical documentation may be subject to confirmation by a University-appointed physician.
3. If the position held by the employee at the time the leave was granted has been abolished during the leave, the employee shall be afforded the same consideration which would have been afforded had the employee been on pay status when the position was abolished.

F. SEPARATION

An employee shall not use vacation, sick leave, or extended sick leave to supplement Workers' Compensation payments beyond a predetermined date of separation or leave without pay. Any vacation credit remaining on the date of separation shall be paid on a lump-sum basis.