

**INDUSTRIAL ACCIDENT OR ILLNESS LEAVE FOR
ACADEMIC EMPLOYEES**

1. An employee shall receive up to sixty days (60) leave with pay per injury for an industrial accident or illness. An industrial accident or illness is defined as one where the employee becomes ill or is injured while serving the District and the accident or illness is reported to the District's workers' compensation administrator.
2. Industrial accident or illness leave shall commence on the first day of absence. Allowable leave shall not be accumulated from year to year. If an industrial accident or illness occurs at a time when the full sixty (60) days will overlap in to the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
3. When an employee is absent due to an industrial accident or illness, the employee shall be paid such portion of the salary due for any month in which the absence occurs. When added to the temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, the employee is not entitled to more than 100 percent of the employee's salary. Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under workers' compensation.
4. Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided in the Education Code, and the absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, the employee may elect to take as much of the accumulated sick leave which, when added to the temporary disability indemnity, will result in a payment to the employee of not more than the full salary.
5. Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service of the employee.
6. During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received under the workers' compensation laws of this State. The District, in turn, shall issue the employee appropriate salary warrants for payment of salary and shall deduct normal retirement and other authorized deductions.
7. When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the position, the employee shall, if not placed in another position, be placed on a re-employment list for a period of thirty-nine (39) months. When available, during the 39-month period, the employee shall be employed in a vacant position in the class of the previous assignment over all other available candidates except for a re-employment list established because of lack of work or lack of funds, in which case the employee shall be listed in accordance with appropriate seniority regulations.
8. An employee who has been placed on a re-employment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.
9. The Governing Board shall require certification by the attending physician that the individual is medically able to return to and perform the duties of the position.

Education Code Sections 87765, 87780-87787