

Human Resources

1 AP 7343 INDUSTRIAL ACCIDENTS AND ILLNESS LEAVE

2 References:

3 Education Code, Sections 87787 and 88192

4 Academic Employees

5 Academic employees shall be entitled to not less than 60 days leave on account of an
6 industrial accident or illness in any one fiscal year for the same accident.

7 Allowable leave shall not be accumulated from year to year.

8 Industrial accident or illness leave shall commence on the first day of absence.

9 When an academic employee is absent from his/her duties on account of an industrial
10 accident or illness, the employee shall be paid the portion of the salary due him/her for
11 any month in which the absence occurs as, when added to his/her temporary disability
12 indemnity under the Labor Code, will result in a payment to the employee of not more
13 than his/her full salary. "Full salary," shall be computed so that it shall not be less than
14 the employee's "average weekly earnings" as that phrase is used in Labor Code Section
15 4453. For purposes of this section, however, the maximum and minimum average weekly
16 earnings set forth in Labor Code Section 4453 shall otherwise not be deemed applicable.

17 Industrial accident or illness leave shall be reduced by one day for each day of authorized
18 absence regardless of a temporary disability indemnity award.

19 When an industrial accident or illness leave overlaps into the next fiscal year, the
20 employee shall be entitled to only the amount of unused leave due him/her for the same
21 illness or injury.

22 Upon termination of the industrial accident or illness leave, the employee shall be entitled
23 to the benefits provided in Education Code Sections 87780, 87781 and 87786, and, for
24 the purposes of each of these sections, his/her absence shall be deemed to have
25 commenced on the date of termination of the industrial accident or illness
26 leave. However, if the employee continues to receive temporary disability indemnity,
27 he/she may elect to take as much of his or her accumulated sick leave which, when added
28 to his/her temporary disability indemnity, will result in a payment to the employee of not
29 more than his/her full salary.

30 During any paid leave of absence, the employee may endorse to the District the
31 temporary disability indemnity checks received on account of his/her industrial accident

32 or illness. The District shall issue the employee appropriate salary warrants for payment
33 of the employee's salary and shall deduct normal retirement, other authorized
34 contributions, and the temporary disability indemnity, if any, actually paid to and retained
35 by the employee for periods covered by the salary warrants.

36 **Classified Employees**

37 Classified employees shall be entitled to not less than 60 days leave on account of an
38 industrial accident or illness, in any one fiscal year for the same accident.

39 Allowable leave shall not be accumulative from year to year.

40 Industrial accident or illness leave of absence will commence on the first day of absence.

41 Payment for wages lost on any day shall not, when added to an award granted the
42 employee under the workers' compensation laws of this state, exceed the normal wage
43 for the day.

44 Industrial accident leave will be reduced by one day for each day of authorized absence
45 regardless of a compensation award made under workers' compensation.

46 When an industrial accident or illness occurs at a time when the full 60 days will overlap
47 into the next fiscal year, the employee shall be entitled to only that amount remaining at
48 the end of the fiscal year in which the injury or illness occurred, for the same illness or
49 injury.

50 The industrial accident or illness leave of absence is to be used in lieu of entitlement
51 acquired under Education Code Section 88191. When entitlement to industrial accident
52 or illness leave has been exhausted, entitlement to other sick leave will then be used; but
53 if an employee is receiving workers' compensation, the person shall be entitled to use
54 only so much of the person's accumulated or available sick leave, accumulated
55 compensating time, vacation or other available leave which, when added to the workers'
56 compensation award, provide for a full day's wage or salary.

57 Periods of leave of absence, paid or unpaid, shall not be considered to be a break in
58 service of the employee.

59 During all paid leaves of absence, whether industrial accident leave as provided in this
60 procedure, sick leave, vacation, compensated time off or other available leave provided
61 by law or the action of the District, the employee shall endorse to the District wage loss
62 benefit checks received under the workers' compensation laws of this state. The District,
63 in turn, shall issue the employee appropriate warrants for payment of wages or salary and
64 shall deduct normal retirement and other authorized contributions. Reduction of
65 entitlement to leave shall be made only in accordance with this procedure.

66 An employee shall be permitted to return to service after an industrial accident or illness
67 only upon the presentation of a release from a physician stating that the employee is

68 medically able to return to work and assume the essential duties of his/her position with
69 reasonable accommodations. The District, at its sole discretion and at District expense,
70 may require an employee returning from an industrial injury or illness to be examined by
71 a District designated physician.

72 Any time an employee on industrial accident or illness leave is able to return to work, the
73 employee may be reinstated in a position in the same class without loss of status or
74 benefits.

75 An employee who has been medically released by a physician designated by the District
76 and fails to return to a position in the same class may be terminated.

77 When all available leaves of absence, paid or unpaid, have been exhausted and if the
78 employee is not medically able to assume the duties of the person's position, the person,
79 if not placed in another position, shall be placed on a reemployment list for a period of 39
80 months. When available, during the 39-month period, the person shall be employed in a
81 vacant position in the class of the person's previous assignment over all other available
82 candidates except for a reemployment list established because of lack of work or lack of
83 funds, in which case the person shall be listed in accordance with appropriate seniority
84 regulations.

85
86 An employee who has been placed on a reemployment list, as provided above, who has
87 been medically released for return to duty and who fails to accept an appropriate
88 assignment, shall be dismissed.

89 The Vice President, Human Resources, or designee may require that an employee serve,
90 or have served continuously, six months before the benefits provided by this section are
91 made available to the person. All service of an employee prior to the effective date of any
92 such requirement shall be credited in determining compliance with the requirement.

93
94 An employee who has been placed on a reemployment list and has notified the District of
95 availability to return to service which includes an acceptable medical release for return to
96 duty, and subsequently fails to accept and/or report for an appropriate assignment, shall
97 have waived any further reemployment rights with the District.

98 If a collective bargaining agreement provides for more benefits or provides a different
99 procedure than this procedure, then the collective bargaining agreement controls.

100 Office of Primary Responsibility: Vice President, Human Resources

Date Adopted: February 10, 2020

(Replaces former Cerritos CCD Policies 7013, 7218, and 7317)