

**ARTICLE 22**  
**WORK-INCURRED INJURY OR ILLNESS**

**A. GENERAL CONDITIONS**

If applicable state or federal law requires the University to treat Nurses in a manner that is more generous than is currently provided in this Article, the university will comply with the law.

A Nurse unable to perform the normal duties of their job due to a work-incurred illness or injury compensable under the California Workers' Compensation Act may be granted leave for the duration of a verified disability but not to exceed twelve (12) months or a predetermined date of separation, whichever comes earlier. This Section defines the application of sick leave and vacation for Nurses who are unable to work due to a work-incurred injury or illness compensable under the California Workers' Compensation Act, and provides extended sick leave benefits for such Nurses when sick leave is exhausted and Nurses are still unable to work because of such injury or illness. An approved leave of absence for work-incurred illnesses or injuries shall not be considered a break in service.

**B. RETURN FROM WORK-INCURRED INJURY OR ILLNESS LEAVE**

1. When possible, a Nurse granted a Work-Incurred Injury or Illness Leave must provide the University with thirty (30) days notice of their ability to return to work. If thirty (30) days notice is not possible, then the Nurse must provide notice as soon as possible. Prior to returning to work, the Nurse must provide a release from their medical provider. Upon the Nurse's return to work, the University shall either reinstate the Nurse to the same or a similar position in the same department or will determine what accommodation, if any, will be reasonably provided. If the position held has been abolished during the leave, the Nurse shall be afforded the same considerations which would have been afforded had that Nurse been actively working when the position was abolished.
2. A Nurse who has sustained a work-related injury and who has been given temporary restrictions may be provided with modified duty for up to ninety (90) days, consistent with the restrictions identified by OHS or the Nurse's healthcare provider when the restrictions can be accommodated without causing undue hardship. Modified assignments may start with any part of the Nurse's usual and customary duties that they are able to perform, but may also include other duties that may not be part of the Nurse's typical job assignment. In the event that a department is unable to accommodate a Nurse's temporary work restrictions, the University may place the injured Nurse in an alternate assignment for which the Nurse is qualified and can perform the assigned functions with or without reasonable accommodation. Modified or alternative assignments may be extended past ninety (90) days to support a Nurse's recovery with the goal and expectation that the Nurse will resume all of their essential job duties and functions. After ninety (90) days, the Nurse's recovery should be evaluated at regular intervals to determine the Nurse's progress.
3. In a manner that is consistent with applicable law, the University shall provide reasonable accommodation to Nurses who are disabled or become disabled and need assistance to perform the essential functions of their jobs.

**C. USE OF SICK LEAVE AND VACATION**

1. A Nurse who accumulates 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 not exceed the difference between the amount payable to the Nurse under the Workers' Compensation Act and the Nurse's regular salary.
3. The additional payment made to a Nurse to provide the Nurse with full salary prior to receipt of disability payments shall be deemed an advance temporary disability payment within the Workers' Compensation Act. A Nurse who receives an advance temporary disability payment shall reimburse the University for such payment. The reimbursement is used to restore the proportionate sick leave and vacation credit as appropriate.

**D. EXTENDED SICK LEAVE**

1. A Nurse who is receiving temporary disability payments on account of a work-related injury or illness and who has exhausted all accumulated sick leave shall receive extended sick leave payments from the University in an amount equal to the difference between payments from Workers' Compensation and eighty percent (80%) of basic salary plus any shift differential which the Nurse would have received. If such Nurse 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 Nurse 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 Nurse 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. A Nurse must first exhaust all accumulated sick leave in order to be eligible for extended sick leave benefits.

**E. EFFECT ON OTHER CONTRACT PROVISIONS**

1. A Nurse who is receiving temporary disability payments and supplemental sick leave or vacation as provided in §C., above, is considered on regular pay status for all purposes except completion of the probationary period. Sick leave and vacation accumulated during this period may be used as soon as they are accumulated.
2. A Nurse who is receiving temporary disability payments and extended sick leave benefits as provided in §D., above, is considered to be on regular pay status for all purposes except completion of the probationary period. However, sick leave and vacation accumulated during this period is credited to the Nurse only upon return to work. If a Nurse separates from University employment without returning to work, the Nurse shall be paid for vacation accrued during the period the Nurse received extended sick leave payment.
3. A Nurse on leave without pay and receiving temporary disability payments accumulates sick leave and vacation on the same basis as if regularly employed, but such

accumulation is credited to the Nurse only upon return to work. If the Nurse separates from University employment without returning to work, no payment shall be made for such vacation credit.

4. A Nurse 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 va