

ARTICLE 19
INJURY AND DEATH PAY

Section 1: The Employer hereby agrees to pay the following compensation to any employee injured in the line of duty in accordance with the following terms, conditions, and definitions.

- A.** Compensation shall be payable under this section only with respect to disability as the result of injury to an employee where such injury is incurred in the line of duty.
- B.** An injury shall be deemed to have incurred in the line of duty only if such injury is compensable under the Florida Workers' Compensation Law.
- C.** No compensation under this section shall be allowed for the first seven (7) calendar days of disability, provided, however; that where the disability continues for twenty-one (21) consecutive calendar days from the first day of disability then compensation shall be payable from the first day of disability, and any charges against the employee's sick leave shall be reinstated.
- D.** The term "disability" as used in this section means incapacity because of line of duty injury which prevents the employee to earn in any other employment the wages which the employee was receiving at the time of injury.
- E.** The amount of compensation paid shall be the amount required to supplement funds received from the Florida Workers' Compensation Law and any other disability or other income plan provided by the Employer, either by law or by agreement, to the point where the sum of the supplement herein provided and all other payments herein described equal the employee's regular rate of pay, at the time of the injury.
- F.** The payment of injury pay as defined above shall not be charged against the employee's Sick Leave account up to a maximum of 90 calendar days. After the first 90 days, employee's sick leave then vacation shall be charged to make up the difference.
- G.** The employee agrees to return or endorse any Workers' Compensation wage payments to the Employer.

- H. If after a period of six (6) consecutive months the employee is disabled and is certified by an approved Worker's Compensation physician, the employee's sole source of compensation shall be pursuant to the provisions of the Worker's Compensation program.
- I. If any employee is injured and is declared permanently disabled and so certified by an approved Worker's Compensation physician, the employee's sole source of compensation shall be pursuant to the provisions of the Florida State Retirement System Disability Program (Chapter 175).

Section 2: It is the intention of the parties that nothing in this Agreement shall interfere with the normal procedures under Workers' Compensation Law or the requirements of the Employer's Workers' Compensation insurance carrier. Subject to the following limitations:

- A. An employee who is injured in the line of duty shall be transported or referred to the hospital or other designated medical facility as defined by Employer's Workers' Compensation carrier whenever possible. Should the injury require specialized care, the employee will be transported directly to the appropriate facility, i.e. trauma or burn center.
- B. In other cases involving injuries in the line of duty which do not require hospitalization, the injured employee shall follow the guidelines defined by Employer and/or their Workers' Compensation carrier for the accessing of medical treatment.
- C. Any Workers' Compensation requirements involving drug testing shall conform to FS 440.102 and/or the premise of reasonable suspicion utilizing the supervisor's check list included in Article 22. "Accident" as described in FS 440.102 under reasonable suspicion shall be defined as a vehicle accident involving a District vehicle, or any on-the-job accident involving injury.

Section 3: If an employee is killed in the line of duty, FS 440.16 will be followed in relation to funeral expenses and compensation.

Section 4: Upon returning from a working fire or any other hazardous situation, the employee may request a physical examination by an Emergency Room physician. To

ensure the employee is stable and capable of returning to work, the employee shall provide the Employer with a medical release form.

Section 5: An employee injured in the line of duty shall report the occurrence of such injury immediately or as soon as possible thereafter, verbally, in person or by phone to the employee's immediate supervisor or the Fire Chief.

Section 6 : Light Duty

Light duty shall be defined as those activities which an employee can perform which do not require any type of physical activity which may aggravate an existing injury. A District employee must be released by the authorized treating physician for light duty and must have approval from the Fire Chief. Employees on either a job-related or non-job-related injury, illness or other medical condition may be assigned to light duty; however, workers' compensation (job related) light duty will have precedence over off duty injury.

Employees placed on light duty shall continue to be paid their standard biweekly pay in accordance with Article 11, Section 2. Employees cleared for and offered light-duty work and who choose not to work the light-duty assignment shall be charged vacation leave or sick leave at a rate of forty (40) hours per week.

Employees, who are authorized time off, while assigned to light duty shall have the number of hours equivalent to the time off deducted from the applicable leave balance.

Employees who are approved for light duty shall continue to receive certification pay if applicable.

All employees on light duty shall have their medical status reviewed periodically as directed by the Department to determine whether maximum medical improvement has been achieved and/or the employee is fit to return to full duty. If needed, the Department may require a second medical evaluation; and if so required, this shall be done at the Department's expense.

No employee may be assigned light duty for a period in excess of six (6) calendar months unless the Fire Chief or designee approves an extension of the duty period based upon the treating physician's recommendations.