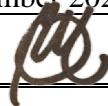


# **Thurston County Fire Protection District 8**

## **DISTRICT PROCEDURE**



<b>POLICY TITLE:</b>	Career Member On-Duty Disability
<b>POLICY NUMBER:</b>	3-16-PR-01
<b>REVISION:</b>	0
<b>DATE ISSUED/REVISED:</b>	5 November 2021
<b>FIRE CHIEF SIGNATURE:</b>	

This procedure, as part of *District Policy 3-16 "Disability Compensation"*, shall cover disabilities as received while on-duty for all career uniform and non-uniform members. Member light duty and return-to-duty is covered under *District Policy 3-15 "Emergency Responder Fit for Duty Status"*.

- 1) **Filing Requirements:** When any on-the-job disability event occurs, the career member must ensure their supervisor is immediately notified and that a claim for workers' disability compensation is filed by the attending physician/hospital/medical care facility (or other appropriate person/entity) in accordance with State law and regulations. The Washington State Department of Labor & Industries (L&I) is the agency charged with the responsibility for administering the workers' compensation program. Refer to *District Procedure 2-20-02 "Accident Reporting, Investigation and Documentation"*.
  
- 2) **Compensation Options:** When a career member is unable to perform their essential job functions due to an eligible on-the-job disability, the Fire Chief may choose (if determined appropriate in their discretion) to utilize one or more of the compensation options discussed in this section. Those options are: (1) place the disabled career member off-duty and coordinate time loss compensation (Section 3) and supplemental compensation (Sections 4 and 5); (2) if the disabled career member is capable and bona fide work is available, they may be assigned to light duty in conjunction with L&I's "Stay at Work" program; (3) continue to pay the off-duty disabled career employee at their regular compensation rate; or (4) a combination of the foregoing compensation program(s).

In the event the Fire Chief determines any of the foregoing options is appropriate to a particular case, the District will proactively work with the career member and L&I (to the extent necessary) to ensure the District fully complies with all applicable requirements. Compensation payments related to a disability shall, as provided by law, not exceed the net-after-tax amount of which the member would normally be due if not in a disabled state and performing their regular duties.

- 3) **Labor & Industries Time Loss Payments:** Per L&I's guidelines, time loss compensation is paid to eligible career members if they are unable to work more than three (3) days immediately following the date disability event. Disabled career members are not compensated for those first three days unless they are still unable to work on the fourteenth (14<sup>th</sup>) day following the disability event. Therefore, career members must immediately begin drawing accrued paid time off (sick leave or annual leave) for time loss from work if they wish to be paid for these first three days. Time loss payments from L&I are not subject to Federal income tax, social security taxes, and other payroll taxes/deductions.
  
- 4) **LEOFF Disability Leave Supplement:** For career members participating in the State Law Enforcement Officers and Firefighters Retirement Plan 2 (LEOFF2), and, in accordance with

RCW 41.04.550, disabled career members receiving workers' disability compensation are eligible for a wage supplement benefit. The supplement shall be an amount which when added to the time loss benefits, will result in wages equivalent to that which the career member would have received based on their regular schedule.

The disability leave supplement shall begin with the sixth (6<sup>th</sup>) calendar day from the date of the disability event which entitles the career member to benefits under RCW 51.32.090. For the purposes of this Policy, the date of the disability event shall constitute the first calendar day. One half (1/2) of the supplement shall be paid by the District and one half (1/2) of the supplement shall be charged to the career member's accrued paid time off in the following order: sick leave, then, annual leave. The supplemental benefits shall continue as long as the career member is receiving time loss benefits, to a maximum of six (6) months.

Per RCW 41.04.530 if a career member's accrued sick leave is exhausted during the period of disability, the employee may, for a period of up to two (2) months following their return to active service, draw prospectively upon sick leave the employee is expected to accrue up to a maximum of three (3) shifts worth. In any event, the District's supplemental contribution shall continue as long as the career member is receiving time loss benefits to a maximum of six (6) months.

Any sick leave drawn prospectively by the disabled career member (as provided for above) shall be charged against their earned sick leave until such time as the career member has accrued the amount needed to restore the amount used. In the event a career member terminates active service without having restored sick leave drawn prospectively, the District shall deduct the actual cost of any payments made under this Procedure from compensation or other money payable to the terminating career member, or otherwise recover such payment.

After six (6) months, if the disabled career member is unable to perform the essential job functions of their position (with or without a reasonable accommodation), or, the disabled career member continues to receive time loss benefits beyond the supplemental benefits period of six (6) months, the disabled career member may cash out their remaining paid time off (including annual leave and holiday time), and may be terminated as a District employee, or as otherwise provided for in the current District-IAFF Local 2903 Collective Bargaining Agreement (CBA) if in the Bargaining Unit.

- 5) **PERS Temporary Disability Leave:** Career members participating in the State Public Employees Retirement System Plans 2 and 3 (PERS2-3) receiving workers' disability compensation due to any occupational related disability may use accumulated paid time off to supplement workers' compensation payment to the level of their normal wage amount, less any voluntary deductions. In such instances, the total wages shall not exceed the regular amount normally due to that career employee. The accumulated leave is subject to regular Federal payroll taxes.
- 6) **Medical & Dental Insurance:** Career members receiving supplemental benefits will continue to be eligible for medical benefits per the District's insurance plan for a maximum of six (6) months. At the end of six (6) months, the career member may choose to be placed into "COBRA" coverage (if otherwise eligible), where the career member is responsible for the policy premiums.
- 7) **Leave Accruals During Periods of Disability:** Vacation, holiday or sick leave shall not accrue during the period that a disabled career member receives supplemental payments as defined in this Policy except for the portion of any payment attributed to the use of the career member's accrued leave.

- 8) **Seniority During Periods of Disability:** When a disabled career member is on paid time off, they shall retain their position on the seniority list as if continually employed for duty if they return to work full-time within six (6) months of the date of the disability event.
- 9) **Department of Retirement System Service Credit:** In accordance with the Washington State Department of Retirement Systems (DRS) regulations, workers' compensation time loss benefits are not considered eligible for service credit, therefore are not reportable. Also, per RCW 41.04.525, disability leave supplement payments for LEOFF 2 covered employees not attributable to the career member's use of his/her accrued leave are not considered as wages therefore are not eligible for service credit and not reportable. LEOFF 2 covered career members may apply for optional service credit while on "temporary duty disability" by applying to the DRS.

Accumulated paid time off used to supplement workers' compensation time loss payments for career members covered under the PERS 2-3 plan are wages and are reportable for service credit with the DRS.

- 10) **Deferred Compensation:** District deferred compensation payments shall not be deducted and remitted to DRS from a disabled career member's wages during the period in which they are receiving workers' compensation benefits.
- 11) **Re-injury After Returning to Work:** If after returning to full-duty a career member becomes disabled again within thirty (30) days, and it is determined by competent medical authority to be due to the (same) previous disability, the schedule/calendar for the original six (6) month timeframe (from the original disability event) shall apply.
- 12) **Full Disability:** In accordance with this Procedure and the provisions of the current CBA as appropriate, when a disabled career member is unable to perform their essential job functions, with or without a reasonable accommodation, for a period of six (6) months the District shall consider whether separation of employment is appropriate, taking into account the particular circumstances applicable to the career member's situation. Refer also to *District Policy 3-15 "Member Fit for Duty Status"* and *District Policy 3-08 "Unpaid Leave of Absence"*.
- 13) **Overpayments:** Any over-payment to a disabled career member for supplemental paid leave (beyond the amount equal to their normal wages for that time period) will be deducted from that career member's wages and corresponding hours of service (if applicable) will be adjusted to the correct paid time off balance(s). In no event shall the career member receive more in combined benefits under this Policy or procedure than he/she would have received if they were actively working.
- 14) **Employee Purchased Benefits:** Members may also have access to various benefit programs which they decide to purchase at their own expense which could relate to some of the situations covered by this procedure. Members should consult the summary plan descriptions, or other governing documents, for such self-purchased benefits in regard to their applicability (if any) to the situations covered by this policy/procedure.
- 15) **Long-Term Disability Policy:** The District may provide a long-term disability policy for all eligible members. Members should review the summary plan description and/or consult with the District Secretary in regard to whether this long-term disability policy is applicable to their respective circumstance.