


<b>East Lake Tarpon Special Fire Control District</b>		
	<b><i>SOG 221 Line of Duty Injury and Death Pay</i></b>	
	<b>Implementation Date: 11/2000</b>	<b>Revision Date(s): 03/26/2019</b>
		<b>Reviewed Date(s): 02/18/2019</b>
	<b>Forms or Attachments: None</b>	

**221.1 Line of Duty Injury and Death Pay**

The Fire District 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 Fire District, 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 or vacation leave accounts to a maximum of 90 calendar days. After the 90 day period and once the employee begins using and has used all of their accrued vacation and/or sick leave, vacation and sick leave will not be accrued (non-work status). A bargaining employee may utilize the provisions of Article 12, Section 9 of the

"Agreement" once all the employees sick and/or vacation leave has been used. Once under the provisions of Workers' Compensation, all applicable Laws will be followed.

G. The employee agrees to return or endorse any Workers' Compensation wage payments to the Fire District.

H. If after a period of six (6) consecutive months the employee is disabled and is certified by an approved Workers' 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 Workers' 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).

### **221.2 Procedures**

It is the intention of the parties that nothing in this SOG shall interfere with the normal procedures under Workers' Compensation Law or the requirements of the Fire District's Workers' Compensation insurance carrier. Subject to such 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 the East Lake Fire District'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 the Fire District 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. "Accident" as described in FS 440.102 under reasonable suspicion shall be defined as a vehicle accident involving a Fire District vehicle, or any on-the-job accident involving injury.

### **221.3 Line of Duty Death**

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