

ARTICLE 18 — DISABILITY INCOME

Section 18.1 — I.O.D.

Any officer absent from work on account of injury on duty (I.O.D.) for any period of time not exceeding twelve (12) months shall receive for each such I.O.D. full pay and benefits for the period of absence, provided such injury or illness is certified by the Medical Services Section. Such certification shall not be unreasonably withheld.

Officers who have exhausted said twelve (12) month paid I.O.D. leave shall be given the option to voluntarily go on non-paid medical leave instead of disability pension, provided:

- A. The officer must exhaust all furlough, personal days, baby furlough days, and accumulated compensatory time;
- B. Such non-paid leave shall continue for no more than three months, plus an extension of no more than three months, and shall not be granted or extended unless the Employer determines that the officer is likely to return to duty within the period of the leave or extension thereof; and
- C. Such non-paid leave shall be subject to Section 23.1.B herein below, and shall not be deemed duty disability leave.

Section 18.2 — Non-I.O.D.

Any officer absent from work on account of non-I.O.D. injury or illness for any period of time not exceeding twelve (12) months in any twenty-four (24) consecutive month period, shall receive full pay and benefits for the period of absence, provided such injury or illness is certified by the Medical Services Section. Such certification shall not be unreasonably withheld.

Section 18.3 — Limited Duty I.O.D.

Officers injured in the line of duty, who are certified by the Medical Services Section as being able to perform limited duty assignments, shall be given limited duty assignments until they can perform regular duty assignments, or until they are mandatorily retired, whichever occurs first.

Section 18.4 — Recognized Openings.

Any officer who is certified by the Medical Services Section as being able to perform a limited duty assignment may be placed by the Employer in a recognized opening, as defined in Section 23.9, notwithstanding anything in Section 23.9 to the contrary.

Section 18.5 — Certification.

Certification that an officer has been injured in the line of duty shall not be unreasonably withheld.

Section 18.6 — Return to Duty.

In order to enable officers applying to return from leave for injury or illness to be processed back to duty as soon as possible, the Employer shall advise such officers in advance of the records needed and other requirements they must meet in order to permit such return. The Employer must consider medical records and reports from legally-qualified practitioners of the healing arts acting within the scope of his or her license, including, but not limited to, chiropractors, in its determination of whether an officer is fit to return to duty.

If the Employer requires and specifies certain additional medical tests to be performed and passed as a condition of the officer's return and said tests were not, and are not normally, performed in the normal course of appropriate medical treatment for the illness or injury involved, then the Employer shall, at its option, either provide the test, or reimburse the officer for the cost of both the test and any required record thereof to the extent that such cost is not covered by insurance.

The Employer shall not require a physician's certificate as a condition of return to duty from medical leave lasting three days or less, except for good cause.

Section 18.7 — Advisory Committee.

The Employer and the Lodge shall establish a joint Committee to develop solutions to problems of medical leave cost and abuse. The Committee shall be advisory only.

Section 18.8 — Injuries on Duty and Recurrence Claims.

The Employer and the Lodge have agreed upon procedures which will be followed by the Medical Services Section when an officer reports an injury on duty or a recurrence of an injury on duty. Those procedures are set forth in Appendix N of this Agreement.

Section 18.9 — Employer Responsibility for Hospital, Medical and Prescription Costs and Pension Contributions.

Pending the final determination of benefits by the Fund, officers covered by this Agreement who apply for duty, ordinary or occupational disability benefits will be required to contribute the same amount as active officers for health care benefits; and the Employer will continue to provide the same health care benefits. Officers who receive duty or occupational disability benefits will continue to receive those benefits at no cost without any refund of their previous contributions. Officers who are awarded ordinary disability benefits will be required to contribute at the Public Health Services Act (PHSA) rate reduced by the administrative fee of 2%, as of the first day of the month following the Fund's final determination of the officer's claim.

The Employer agrees to pay all hospital, medical and prescription costs of an officer who is on a leave of absence for duty or occupational disability purposes, all at no cost to the employee. The Employer shall make pension contributions on behalf of the employee as if the employee had remained in active service.

Section 18.10 — Medical Benefit Statement.

Upon the written request of an officer who is injured or becomes ill in the performance of his or her duties, the Employer will provide a written statement showing the period of absence and the amount of salary received during the period of absence due to such injury or illness. Upon the written request of an officer on a leave of absence for ordinary, occupational or duty disability pension, the Employer will provide a statement covering the period of absence prior to retirement and the amount of the disability benefit received by the officer during said period.

Any statements for any calendar year required of the Employer under this Section will be provided only once.