

2015 Negotiations between
City of Corpus Christi &
Corpus Christi Fire Fighters Association

TENTATIVE AGREEMENT

**ARTICLE 20
INJURY LEAVE**

Section 1. Line of Duty Injuries – Leave of Absence.

In accordance with Texas Local Gov't Code §143.073, a Fire Fighter will be granted a leave of absence and will not be charged with sick leave for a time period commensurate with the nature of the illness or injury related to the person's line of duty up to one year if necessary, and for any additional period approved by the City Council at full or reduced pay. After the Fire Fighter has exhausted his/her line of duty injury leave and Light Duty afforded by the City according to the Fire Department's Limited Duty Policy, if any, the Fire Fighter may utilize accrued sick, vacation and personal leave as authorized by §143.073(c) if the City Designated Physician certifies that the line of duty illness or injury continues to prevent the Fire Fighter from returning to duty.

Section 2. Definitions.

For purposes of this Article, the following definitions apply:

1. A **"line-of-duty illness or injury"** is one that was directly and substantially caused by the duties of the position. This definition does not govern the payment of workers' compensation benefits, which are governed solely by the workers' compensation statutes.
2. A **"disability"** shall be defined as a physical injury or illness which prevents a Fire Fighter from fully performing the duties of the position to which s/he was assigned at the time of his/her disability began.
3. A **"permanent disability"** is an injury or illness which disables a Fire Fighter to the extent that it cannot be said in reasonable medical probability that s/he will be able to return to full duty within one calendar year from the date that the Fire Chief determines in writing that the disability is permanent.

Section 3. Permanent Disability Determinations/Reappointments.

The procedure for determining whether a Fire Fighter has a permanent disability shall be as follows: In the event the Chief determines after consultation with the City Designated Physician that a Fire Fighter is permanently unable to perform his or her job duties, the Fire Chief may institute immediate termination or retirement, whichever is applicable. Prior to taking formal action on the permanent disability determination, the Fire Chief will notify the Pension Board, in writing, of his/her intentions. The Fire Fighter may call for further examination by a

board of three physicians. The City will appoint one of these doctors; the Fire Fighter will appoint the second; and these two doctors shall appoint the third doctor who must be approved by the City's Designated Physician. The Fire Fighter shall pay fees charged by his/her doctor, and the City will pay fees charged by the other two doctors. The decision of the majority of these three physicians as to whether the Fire Fighter is permanently disabled as defined within this Article will be final.

A Fire Fighter who previously has been terminated for disability may be eligible for reappointment at the same rank if, within 2 years of the termination for disability:

- the City's designated Physician certifies that s/he has recovered and physically is able to perform full duties; and
- s/he is found to be otherwise qualified.

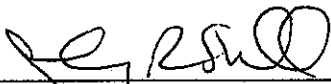
Section 4. Entitlement to Leave Upon Disability Retirement.

A Fire Fighter who retires on disability receives the following leave benefits:

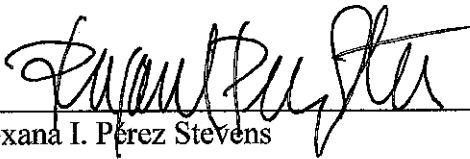
- Drag Up Pay for accrued vacation leave, subject to the applicable caps in Article 17;
- Drag Up Pay for all accrued sick leave (not eligible for additional days from the Sick Leave Pool); and
- If the Fire Fighter was disabled by a line of duty illness or injury, pay for any part of the Fire Fighter's one-year injury leave of absence that was not taken.

All such payments under this Section shall be calculated and compensated as of the date the employee is determined to be permanently disabled and shall not include additional accrual of sick leave, vacation leave, personal leave or holidays beyond that date.

Agreed this 14th day of May, 2015:



Johnny R. Stobbs



Roxana I. Pérez Stevens