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Town of Carroll Public Safety Employee Disability Protection Addendum Proposal

Purpose: To establish leave structures to supplement Worker's Compensation, Short-Term, and Long-Term disability policies offered by the TOWN.

Eligibility: The Town of Carroll Public Safety Employees, full-time Carroll Police and Twin Mountain Fire employees, will be eligible to participate in this program.

Participation: Eligible employees can opt into the Individual Sick Leave Pool and the Sick Leave Bank at any time.

Section 1 **Worker's Compensation**

In situations involving leave due to work related injuries, the TOWN will continue to provide to the affected employee his/her full base salary until his/her return to service or until such time as the employee has exhausted all available leave, is deemed to have diminished or reduced earning capacity, or he/she becomes ineligible for worker's compensation.

Full pay is offered with the understanding that the employees will "buy back" used leave time equivalent to worker's compensation benefits remitted to the TOWN.

While an employee remains on leave, accounting for his/her leave time will take place weekly and leave will be charged at one-hundred percent (100%) of that actually used. Only after the TOWN receives reimbursement from the worker's compensation carrier will the leave account be credited with time equivalent to the reimbursement (i.e., Base salary of \$300.00 per week less disability benefit payment remitted to the TOWN of \$200.00, employee's sick leave accrual would be charged for time equal to difference of \$100.00). In the event that an employee's leave extends beyond his/her accrued leave, bank, and pool time, the TOWN will discontinue salary/wages and the employee will retain any future benefits from the worker's compensation carrier.

Section 2 **Short Term Disability**

In matters involving short term non-work-related sick leave, the TOWN will continue to provide to the affected employee his/her full base salary until his/her return to service or until such time as the employee has exhausted available leave or is deemed ineligible for disability benefits, whichever comes first.

Full pay is offered with the understanding that the employees will "buy back" used leave time equivalent to disability benefits remitted to the TOWN.

While an employee remains on leave, accounting for his/her leave time will take place weekly and leave will be charged at one-hundred percent (100%) of that actually used. Only after the TOWN receives reimbursement from the disability carrier will the leave account be credited with time equivalent to the reimbursement (i.e., Base salary of \$300.00 per week less disability

benefit payment remitted to the TOWN of \$200.00, employee's sick leave accrual would be charged for time equal to difference of \$100.00). In the event that an employee's leave extends beyond his/her accrued leave, bank, and pool time, the TOWN will discontinue salary/wages and the employee will retain any future benefits from the disability carrier. Employees on short term non-work-related disability shall not have any non-salary benefits provided discontinued until such time as they are determined to be permanently disabled and unable to return to work.

Section 3 **Individual Sick Leave Pool**

The Sick Leave Pool is intended to provide security by allowing employees to buy "insurance" for extended illness, or other disability. When buying Pool time, employees provide the TOWN with cash or a check to purchase Pool time on a 1 to 3 basis (i.e., An employee with an hourly rate of \$10 purchases \$10 of Pool time, the employee will be awarded 3 hours of Pool time). Similar to purchasing insurance, the employee may pick a given amount of Pool time to carry for coverage in case of extended disability.

1. Pool time is available for use only under the conditions listed below, and are not eligible for payout at retirement or for voluntary quit.
 - a. Use of Pool time may begin on the sixth (6th) calendar day after onset of the illness, injury, or other disability.
2. Pool time may be used to cover work absences in full in addition to supplementing short-term, long-term, or Workers Compensation payments to full base pay.
 - a. Pool time can be utilized to reach the Sick Leave Bank's 14 day waiting period.
3. The TOWN may request documentation from the employee's treating provider prior to using Pool time.
4. The employee may continue using Pool time until his/her Pool is exhausted, or until no longer disabled.
5. Periodic requests for documentation from the treating provider may be requested by the TOWN while and employee is utilizing Pool time.
6. The maximum Pool time an employee can carry is 750 hours (i.e., the maximum conversion of Pool time is 250 purchased hours, which would convert to 750 Pool time hours). If Pool time is used, or if an employee wishes to add to his/her Pool time, more hours may be added as long as the employee is not actively being compensated by short-term, long-term, or Worker's Compensation (to a total of 750 hours).
7. If the TOWN chooses to end this program, the TOWN will reimburse the employee the full value of the multiplied Pool time hours carried.
8. In the event an employee is terminated, the TOWN will reimburse the value of the purchased hours, not the Pool time hours.

Section 4 **Sick Leave Bank:**

The Town of Carroll and the Carroll Public Safety Employees agree to the following language in establishing the Sick Leave Bank.

1. Unused sick time allotted to Public Safety employees will be placed into the Public Safety Sick Bank on the last business day of December

2. The TOWN and Public Safety employees will establish a Sick Bank Review Board. This board will consist of an employee from the police department, fire department, and the TOWN. The board will conduct an audit of the time in the bank each year during the month of January. The results of the audit will be presented to the TOWN and Public Safety employees.
3. No member shall draw (use) time from the Sick Leave Bank (hereinafter referred to as "Bank") in excess of 50% total of the Bank's total accumulated time during any 365-day period. The 50% total will be 50% of what is in the Bank when the first day is drawn from the Bank. The 365-day period will start with the drawing of the first day from the bank.
4. If more than two persons are drawing from the Bank at the same time: the amount of time in the Bank will be divided equally between all members using the Bank. This dividing of the time remaining will take place every time another member begins to draw from the Bank. As the number of members using the Bank decreases, the remaining hours will be divided equally among those members continuing to draw from the Bank. At no time shall any member use more than 50% of the total time that was in the Bank when he/she began to draw from the Bank. At the end of each 365-day period the 50% rule starts again.
5. Time from the Bank may not be drawn for planned events such as but not limited to elective surgery or pregnancy. If complications develop from one of the above events such complications may allow the member to draw from the Bank. Procedures necessary for employees to perform their full duty will not be considered elective.
6. To draw from the Bank the member must have the treating medical provider indicate in writing that the member is unable to perform his/her job. If or when the member is authorized light duty status and light duty is offered, the member will be or become ineligible to access the sick leave bank and must terminate use if already commenced.
7. To draw from the Bank, the member must totally deplete his/ her annual sick leave accrual but not their Individual Sick Leave Pool. He/she must also be in a not fit for full duty status for at least two (2) weeks (14 days). The two (2) week (14 day) period shall commence at the time of the illness or injury. The purpose of this clause is to prevent persons from abusing the Bank. If the member has been not fit for full duty for a period of time and attempts to return to work but must go out on sick leave again for the same illness or injury, the waiting period shall re-commence at the point when the member attempted to return to work. If the member had already met the two (2) weeks (14 days) waiting period, the waiting period shall be waived. He/she shall only be required to meet the other requirements of the Bank.
8. To draw from the Bank a letter describing the reason must be submitted to the Review Board. The Review Board will make sure that the member meets the requirements needed to draw from the Bank and make sure that the member is covered and rule on the request within 7 days. The letter should be submitted as soon as it appears that use of the Bank may be needed.
9. The Bank may be used to supplement short-term / long-term disability and worker's compensation payments to ensure employees 100% of a week's pay for as long as the employee is able to draw from the Bank.
10. If a situation develops which has not been foreseen by the above clauses and it is felt by a member of the Review Board that it needs to be addressed, that member may request a meeting of the Review Board.
11. To override or change the above clauses the Review Board must approve the override. Overrides cannot affect the status of an employee actively drawing from the Bank.