

20.7 Injury Leave

A. Injury Leave Account.

1. Employer Contribution. For the life of this Agreement, the Employer shall contribute eight dollars (\$8) per employee in pay status per month to the injury leave account.
2. At the end of the fiscal year, the injury leave account shall be audited by the Employer and the funds remaining in the account shall be carried forward to the next fiscal year. Upon completion of any audit, a copy shall be provided to the Association offices.

B. Use of Injury Leave. In a case where an employee suffers a qualifying workplace injury, which is accepted by the Employer and paid under the provisions of the Workers' Compensation Act, the following plan shall apply:

1. Subject to availability of funds, an employee who is qualified to receive lost wage compensation under the provisions of the Workers' Compensation Act for an injury or illness suffered in the line of duty shall be granted paid leave of absence up to a maximum of one thousand (1000) hours during the term of this Agreement. If the employee's absence from regularly scheduled work due to injury is more than one thousand (1000) hours, payment for that absence shall be made solely as prescribed in the Workers' Compensation Act and personal leave provisions of this Agreement. The application and interpretation of the provisions of the Workers' Compensation Act are not subject to the grievance/arbitration provisions of this Agreement.
2. A Superintendent or facility manager need not require a physician's statement in cases when an employee suffers a workplace injury which is the result of a qualifying injury and results in the employee's absence from regularly scheduled work for three (3) days or less.
3. Qualification for Leave. To qualify for injury leave, the employee or his supervisor must submit a contemporaneous incident or injury report. An injured employee is not qualified for injury leave unless a request is made in writing to the Superintendent or designee no later than twenty-one (21) calendar days from the date the injury occurred, and the injured employee has not previously exhausted the maximum paid leave period for injury under these provisions.
4. Assignment to Work. A member on either Worker's Compensation or on Injury Leave may be assigned limited duty at the discretion of the Department providing such work does not adversely affect the injury or adversely impact the member's ability to obtain medical treatment.