

## **ARTICLE 41 PHYSICAL FITNESS**

### **Section 41.1**

Both parties to this agreement understand the importance of physical fitness and agree to implement a Physical Fitness Training program, which shall also include an element of a medical examination. The Employer and the Union have met to negotiate a plan.

### **Section 41.2**

Both parties agree that the physical fitness plan for Deerfield Township Fire Rescue shall consist of one (1) part:

- a. **Medical Physical** shall be conducted annually by a department physician. The records of the physical shall remain confidential and in the possession of the physician conducting such physical. The physician shall provide a report to the Employer declaring only if the employee is fit for duty, fit for duty with restriction or unfit for duty.

If the employee is declared fit for duty with restrictions or unfit for duty a hearing shall be conducted to determine a corrective course of action in order for the employee to receive a fit for duty.

The hearing shall be attended by the employee, the physician, the Fire Chief or Battalion Chief, the Township Administrator or his designee, and a union representative. The purpose of the hearing will be to establish a corrective measure plan for the employee to return to duty without restriction after receiving a fit for duty from the physician.

### **Section 41.3**

No Physical Fitness program shall be instituted or modified until such program is reduced to a written agreement between the Union and the Employer.

## **ARTICLE 20 LIMITED OR RESTRICTED DUTY**

### **Section 20.1**

In the event an employee is absent from duty due to a disabling illness or injury of a temporary nature that prevents him/her from performing his/her normal duties, that employee may be returned to work to perform restricted duty for a temporary period of time. Restricted duty assignments are made solely at the discretion of the Fire Chief or his designee as to the availability of a restricted duty position and the ability of the employee to perform the work. The Fire Chief, or his designee, shall render a decision on a light duty request within five (5) business days of receipt of a written request.

### **Section 20.2**

Employees on limited or restricted duty will work 40 hours per week. The hourly rate of pay for a forty-eight (48) hour employee on limited or restricted duty will be adjusted to the 40 hour rate of pay as listed in the appendix of the CBA. Employees on limited or restricted duty are not eligible for overtime.

### **Section 20.3**

Employees who receive an unfit for duty letter during their annual physical shall be placed on Limited duty until after their hearing outlined in Article 41. The employee will remain on limited duty for up to 90 days and then must utilize accrued leave to remain in active pay status.

### **Section 20.4**

Any employee who is unfit for duty, for any reason, shall only be entitled to use any accrued leave for a period of six (6) months. The employee will be required to submit to medical exams as requested by the employer, paid for by the employer, during this period. Upon completion of the 6-month period or use of accrued leave, whichever comes first, the employee will receive a fit-for-duty evaluation. If in the determination of the treating physician, the employee is making progress and will be able to return to full duty at some point, the employee may use any remaining accrued time. Once all accrued time is exhausted if the employee is still deemed to be unfit for duty, the employee will be placed in an unpaid status. At this time, a decision will be made by the treating physician, in consultation with the employee's physician, the Administrator, and Fire Chief if the employee shall remain in the employ of the Township. If the decision is made to recommend separation from employment, the employee will be given the opportunity to apply for a disability pension or submit a voluntary resignation.