

The Development and Use of a Light Duty Program for the Chelmsford Fire Department

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Certification Statement

I hereby certify that this paper constitutes my own product, that where the language of others is set forth, quotation marks so indicate, and that appropriate credit is given where I have used the language, ideas, expressions, or writings of another.



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Abstract

The establishment of a light duty program as a fire department policy has become an increasingly appealing policy option for the Chelmsford Fire Department. Currently, Massachusetts is one of two states; the other being Rhode Island, that assigns firefighters, who are injured on duty, to Chapter 41, Section 111F status granting injured on the job firefighters 100% of their pay tax free. Recent injuries have had a significant impact on the department's operating budget and staffing and have brought about an opportunity to consider some adaptive changes.

The problem that prompted this research project is that the Chelmsford Fire Department does not currently have a way to utilize personnel who are not fit for full duty. The purpose of this research project is to identify the feasibility of adopting a light duty policy to appropriately utilize personnel who are not able to perform at full duty. In addition, this research will allow the author to formulate a standard operating procedure for a light duty status as well as duty tasks that are designed to meet the specific needs of the injured firefighter. The method applied in conducting this research was the action method. Action research was utilized to answer the following questions: a) What is the impact of injuries on the Chelmsford Fire Department?, b) What do other fire department light duty policies consist of?, c) What laws and issues impact the implementation of a light duty program?, d) How can a light duty program be implemented within the Chelmsford Fire Department?

Research of published material was conducted by the author. Additional information was gathered through contacting the town's insurance provider, Cook and Company, as well as conversations with surrounding fire departments. The author also corresponded with the

International Association of Fire Chiefs and the Accounting department for the town of Chelmsford. Firefighter injury data collected from the Accounting department for the Town of Chelmsford was reviewed and an analysis was prepared. A standard operating procedure for light duty was developed based on the research collected and a list of suitable job tasks was formulated.

Light duty programs have grown in popularity in the workplace as employers have found ways to utilize injured workers. Operating in these economic times, fire departments have an opportunity to consider innovative changes. By implementing a light duty program, it offers an effective long term strategy to address not only our needs but the financial and personal needs of our injured firefighters. This policy will allow oversight, better care management, and encourage firefighter accountability as the firefighter recovers from his injury while doing light duty. This policy should ensure a successful transition back to full duty status.

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Introduction

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Background and Significance

Chelmsford is a suburban town in Middlesex County, Massachusetts and is located 24 miles north of Boston. As of the 2010 United States Census, the town's population is 33,802

("United States census 2010," 2010), ranking it 14th in population among the 54 municipalities in Middlesex County ("Chelmsford Massachusetts," 2011, 1). The city of Lowell, a historic mill city, borders the town on the northeast with a population of 106,519 making it the fourth largest city in the state. The Chelmsford Fire Department shares a long standing mutual aid agreement with Lowell, which has seen increased activity in recent years. Chelmsford is bordered by two sizable rivers: the Merrimack River to the north, and the Concord River to the east ("Chelmsford Massachusetts," 2011).

The Chelmsford Fire Department is a fully paid, career department consisting of 53 uniformed employees that currently operate out of 4 stations. Due to budget cuts, a substation was closed in July 2008 and remains closed to this day. The administration consists of a Fire Chief, Deputy Chief of Operations, Deputy Chief of Fire Prevention, four Unit Captains, one Fire Prevention Captain, and a full time administrative clerk in the Chief's Office.

Firefighters work a 42 hours per week schedule and are divided into four units. Units work a 24 hour shift, with two days off, followed by a 24 hour shift and then four days off. In 2010, the Chelmsford Fire Department responded to approximately 5,000 emergency calls. Chelmsford currently operates out of four stations, a central headquarters and three substations. The Central headquarters is staffed with a captain and from five to as low as two firefighters. The three substations operate with only two firefighters with no officers are assigned to the substations.

The operating budget for FY2010 is \$4 million with \$3.7 million assigned for personnel costs and \$300,000 dollars for operating expenses ("Town Manager 2010 Budget," 2010). The tight fiscal parameters in which the department operates impacts the ability to replace injured firefighters with overtime funding. Firefighter injuries severely impacted the operating budget

for 2010-2011 requiring a temporary restructuring of the department. For the first time in 15 years the Fire Prevention office which is staffed with two full time positions, temporarily lost one officer who was reassigned to the line staff due to an injury. This sudden shortfall led to work assignments that have gone unfulfilled and resulted in unrealized revenue associated with expired permits. This issue has brought about the author's review of the Chelmsford Fire Department's existing injury policy and whether a light duty program can be implemented to address the inefficiencies.

This research project is significant to the Chelmsford Fire Department because it will improve staffing levels while allowing an injured firefighter to remain a contributing member of the department. This paper is relevant to the Executive Fire Officer Program's Executive Development Course in the following three ways: (a) Unit 5, Change Management that seeks to identify adaptive issues within the fire service and the continuing need to address these challenges, (b) Unit 6, Change and Creativity that allows for the identification of methods to encourage innovation, (c) Unit 7, Organizational Culture and Change in which the executive fire officers acts as an agent of organizational change. In addition, this research project relates to the United States Fire Administration operational goal number 5 of leading the nations' fire and emergency services by establishing and sustaining USFA as a dynamic Organization ("America's Fire and Emergency," 2010, p. 44).

Literature Review

Injuries at the workplace can result in substantial financial losses to employers and considerable physical, emotional, and financial losses to employees. (Krause, Dasinger, & Neuhauser, 1998, p. 113) Light duty, also known as Modified duty or Transitional duty is a program which allows injured employees to continue working in a modified capacity while

transitioning back into the work environment. An injured employee, who is not ready to resume their full duty assignments, would be temporarily reassigned to a less physically demanding job. Although not ready to resume the full range of his or her regular duties, the employee has recovered sufficiently enough to return to a light duty position that meets the physician's restriction requirements ("Modified Duty Policy," 2008).

When an injury occurs, the ultimate goal for both the employer and employee is to return the employee back to their current work assignment. Often light duty policies fail because workers become complacent in a light duty environment that does have a well-defined structure. Goals and timelines need to be developed to ensure a successful outcome. Light duty programs require a lot of time and preparation to ensure that the injured worker is returning to meaningful tasks that supports both their medical recovery and the goals of the employer.

Advantages/Disadvantages of a Light Duty Program

Although a light duty program has been shown to reduce overall workers compensation, there are additional benefits that can also be realized. Light duty reduces lost work days, maintains the productivity of the employee with restrictions, maintains employee morale, and allows for constant communication between the injured employee and the employer resulting in improved care management. In a report that evaluated the effectiveness of several light duty programs, it found that workers who are offered light duty return to work twice as fast as those who are not. It also found that light duty programs cut the number of "lost" work days in half (Krause, Dasinger, & Neuhauser, 1998, p. 113).

Implementation of a light duty program can be used as a deterrent to taking time off due to injury. In a loss prevention report, completed by Wausau Insurance, it was found in several of their studies that both the number of days away from work and the overall cost of claims are

significantly reduced with the implementation of a light duty program. The study also reported a decrease in fraudulent behavior (Seville, n.d).

An effective policy communicates to the injured worker that they are a vital part of the company even if they are not 100%. By making the effort to identify tasks that they are able to complete during their recovery period reinforces the notion that everyone's contributions are essential to the success of the company. It also improves the employee morale due to the company's willingness to accommodate their injury and to help prevent the feeling of isolation that can happen when recovering at home for a long period of time. According to a study by Intracorp and the Journal of Workers Compensation, the likelihood that a person will return to work decreases with each passing day from 90% at four weeks down to 2% after 52 weeks ("A Study of Compensation," 2008).

A common complaint regarding a light duty assignment is that the work is less meaningful and that those who are assigned to the program feel alienated or they are less productive. Others view a light duty assignment as punishment for their injury status and a means to encourage them to speed up their recovery. In Paris, Texas, two firefighters who were placed on injured leave and assigned to light duty were ordered to report to the local dog pound for their light duty assignment. The firefighters protested the nature of the light duty task which included using a scoop to clean up the dog kennels. This widely circulated report has cast a shadow over the light duty concept and has prompted numerous fire departments to review and analyze their department's policies and procedures (Richards, 2007).

The implementation of a light duty policy takes a great deal of time and effort and as a result, some industries feel that effort that is used to develop a light duty program could be better utilized in other areas. Identifying a light duty task that meets the employee's needs as well as

the physician's requirements can be difficult. Other issues stem from not finding enough work to sustain a 40 hour week for the employee and some employers want their employees to be 100% before returning to the job.

Implementation of a light duty policy without the proper oversight can invite abuse. It was revealed in a 2006 investigation report of the FDNY's light duty policy, that injured FDNY firefighter John Mayo was able to go AWOL for nine weeks before anyone noticed. Department of Investigation commissioner Rose Gill Hearn expressed concern about the lack of oversight that allowed a firefighter to disappear for more than two months while submitting time sheets that declared he was on regular duty, even as FDNY records listed him as being fit for light duty only (Seifman, 2007). Commissioner Hearn (2006) stated, "This firefighter exploited a gaping hole in the FDNY's policy and procedures governing personnel on light duty" (Otis, 2006).

Operating under tight fiscal parameters, some cities and towns have begun to scrutinize the number of claims and activities of firefighters out for on the job injuries. In Providence, Rhode Island, city administrators claim the abuse of injury and sick leave swells the overtime budget. In order to maintain a minimum of ninety-five firefighters per shift, which is required under the collective bargaining agreement between Local 799 and the city, a firefighter is hired on overtime to fill the vacant position. This has led to a significant increase to the overtime budget. In 2006 the department hired a private investigator to track firefighters with dubious patterns of injury or sick leave. "There was one individual who couldn't do light duty because of an injury," says Providence Fire Chief Farrell. "We had him on video mowing his lawn, putting up a ladder and using a machine to blow insulation into a house. Another guy was off with a back injury and a couple days later he was playing touch football and moving furniture into a truck." (Dowling, 2010) The surveillance has cost the city \$48,000 over three years, but Chief

Farrell calls it a deterrent that has saved them close to a million dollars. Overtime costs dipped from \$9.3 million in 2006 to \$7.9 million in 2008. “The union will blame OT on understaffing,” Farrell adds. “But you can see how the sick leave and injury hours have declined, and we’re not having fewer fires.” (Dowling, 2010) In 2005, there were nearly 97,000 hours of injury leave; in 2008 it sank to 44,000 hours (Dowling, 2010).

In a 2009 Boston Globe report, between 2003 and 2006, the city paid \$43.5 million to hundreds of firefighters on injury leave - all of it tax-free. Among the recipients: 132 firefighters who collected more than \$100,000 each during that period. Of those, 20 received between \$200,000 and \$337,000, according to a Globe analysis of city payroll records. Taken together, nearly 20 percent of the department's payroll goes to fund injured leave and overtime pay. Injured-leave pay is full wages, tax-free. Disability pensions are 72 percent of pay, also tax-free. Fire Commissioner Roderick L. Fraser, who took the post 13 months ago, said he was astonished to learn recently about what he describes as an abuse of the system - that scores of men remained on injured leave status for two, three, or four years before department officials and then the Boston Retirement Board processed their disability retirement applications (Slack & Robinson, 2008).

Although a great deal of time and effort needs to be invested to incorporate a light duty program, the advantage it yields proves to be beneficial to both the employer and employee. This policy is being utilized in the private sector and has started to make inroads into the public sector as well.

Impact of injuries on Chelmsford Fire Department

Firefighting is an extremely dangerous profession. Due to the physically demanding and unpredictable nature of their work, firefighters are frequently injured in the line of duty. Each

year, thousands of firefighters are placed in high risk, volatile environments while performing the firefighter's mission to protect life and property, rescuing people, responding to emergency medical calls, or responding to hazardous materials incidents ("Fire-related firefighter injuries," 2011).

According to a report compiled by the United States Fire Administration's National Fire Incident Reporting System, more than 81,000 fire-related injuries occurred annually in the United States between 2006 and 2008. The report reveals 39,715 of these injuries occurred on the fire ground, while 4,800 happened while responding/returning from an incident ("New report puts spotlight," 2011). While the majority of injuries are reported as minor, a significant number are debilitating and career-ending. Thirty-eight percent of all fire-related firefighter injuries results in lost work time ("New report puts spotlight," 2011).

The National Institute of Standards and Technology (NIST) searched for ways to reduce the number and severity of firefighter work-related injuries. Their study, issued in March 2005, reported that the estimated 81,000 firefighter injuries per year came with associated costs totaling between \$2.8 billion to \$ 7.8 billion per year (West, 2005). These costs were made up primarily of worker's compensation, insured medical expenses, long-term care, lost productivity, and the administration costs of insurance (West, 2005).

In the Chelmsford Fire Department, an analysis of on-the-job injuries for the years 2003 through June 2011 found that there were 45 firefighter injuries with a salary cost \$511,000 or an average of \$11,400 per injury and 2 captain injuries with a salary cost of \$75,000 or an average of \$37,500 per injury. In addition to the salary is the cost to replace the injured worker through overtime. A typical fire department operating budget includes extra staffing to reduce the overtime costs of backfilling a position. The Chelmsford Fire Department does utilize a

swingman position, however, due to budget constraints the number of swing positions has been reduced over the last couple of years. The analysis reflects an assumption that every other shift would be replaced with an overtime position. The total amount of overtime expenditures to replace the injured firefighters during the 2003 through June 2011 timeframe was \$247,300. Captain positions are not subject to swingman and are replaced man for man. This resulted in overtime expenditures of \$60,300 (“Chelmsford injury report on 111F”, 2011). These figures do not include any medical, rehabilitation, or administrative costs.

Based on the national level data, the annual average is about 6 operational injuries per 100 firefighters, or about 6 percent, and the average cost per injury is about \$50,000. This means the cost for injuries in a department of 100 operations personnel is about \$300,000 ($6 \times \$50,000 = \$300,000$) per year (“Fire service operational,” 2010 p. 16). The Chelmsford Fire Department has about half the number of employees but when the number of injuries per year is calculated, it exceeds the national average by 4% (“Chelmsford injury report on 111F”, 2011). This higher rate of firefighter injuries is reflected in the NFPA study which shows the highest occurrence of firefighter injuries takes place in the northeast region (Karter, 2009, p. 13).

What is required under the Massachusetts’s General Laws to implement a Light Duty program?

The Massachusetts’s Worker’s Compensation Statute provides coverage for medical costs incurred when an employee has an on the job accident, resulting in personal injury, even if the worker is the one that caused the accident. The coverage includes medical costs, disability payments, and vocational retraining if needed. Worker’s compensation provides bi-weekly payments at 60% of gross average weekly pay, in lieu of wages, to employees who have been out of work for more than five days. Due to this Massachusetts’s “No Fault” statute, an employee is

not allowed to sue his/her employer for any work-related injuries, particularly the pain and suffering aspect of the injury ("General Purpose and Design of Worker's Compensation," n.d.).

Firefighters in the state of Massachusetts, however, are not covered by the Worker's Compensation Act M.G.L. CH.152. Firefighters injured on the job receive protection under a separate statute that protects against on duty injuries under the Massachusetts General Laws, Chapter 41, section 100 (medical) and section 111F (wages). Provided under the medical benefits provision, chapter 41, section 100, an injured firefighter's medical expenses are covered by the municipality, known as indemnification of employee medical expenses. This provision is not subject to contractual bargaining (Massachusetts General Law's website, n.d). The section 100 reads in part:

Upon application by a fire fighter or police officer of a city, town or fire or water district, or in the event of the physical or mental incapacity or death of such fire fighter or police officer, by someone in his behalf, the board or officer of such city, town or district authorized to appoint fire fighters or police officers, as the case may be, shall determine whether it is appropriate under all the circumstances for such city, town or district to indemnify such fire fighter or police officer for his reasonable hospital, medical, surgical, chiropractic, nursing, pharmaceutical, prosthetic and related expenses and reasonable charges for chiropody (podiatry) incurred as the natural and proximate result of an accident occurring or of undergoing a hazard peculiar to his employment, while acting in the performance and within the scope of his duty

without fault of his own. (Massachusetts's General Laws website, n.d)

Chapter 41, section 111F provides for the mandatory grant of leave without loss of pay and is subject to collective bargaining. This section 111F provides in part:

Whenever a police officer or fire fighter of a city, town, or fire or water district is incapacitated for duty because of injury sustained in the performance of his duty without fault of his own, or a police officer or fire fighter assigned to special duty by his superior officer, whether or not he is paid for such special duty by the city or town, is so incapacitated because of injuries so sustained, he shall be granted leave without loss of pay for the period of such incapacity; provided, that no such leave shall be granted for any period after such police officer or fire fighter has been retired or pensioned in accordance with law or for any period after a physician designated by the board or officer authorized to appoint police officers or fire fighters in such city, town or district determines that such incapacity no longer exists. (Massachusetts's General Laws website, n.d)

Over the years, Chapter 41, section 111F has come under frequent legal challenges as to what is encompassed in the terms that are used. The term injury has been broadened to include psychological incapacities that result from a physical injury. This has gained more awareness due to the veterans returning from the wars in Iran and Afghanistan. Several cases over the last couple decades have defined when one is considered injured while performing their duty. If a

firefighter can prove the injury occurred during the course of duty, and that injury was caused by specific work events, the injured firefighter will be eligible for Massachusetts General Law Ch.41, sec 111F benefits. A firefighter injured driving to the station to report to work, when on call, would also be protected under the statute. However, a firefighter who is injured in a motor vehicle accident while driving home after working a detail and are paid over their regular pay, would not be entitled to Massachusetts General Law ch.41, sec 111F benefits (Conley, 2008). If a firefighter experiences an injury during the performance of his duties, even if the injury was pre-existing, they would be covered under the Massachusetts General Law ch.41, sec 111F benefits. However, coverage could be denied if a firefighter in the performance of their duties has been found to have deviated from standard operating procedures and accepted safety practices.

One of the main differences between the Massachusetts Worker's Compensation Act, Chapter 41 and the protections afforded to firefighters injured on duty is the provisions allowing an employee to sue their employer. The few cases that have been brought forth centered around family members suing for emotional distress cases who were financially dependent on the injured firefighter. Municipalities are financially limited under law to \$100,000 (Conley, 2008).

The benefits covered under 111F come to an end when the firefighter is medically cleared for full duty status or is reassigned to a light duty status. If the firefighter resigns, retires or is discharged for cause, unrelated to the injury, benefits will also be terminated. However, a firefighter who sustains a work related injury before he is about to be laid off is still entitled protection of leave without loss of pay (Massachusetts's General Laws website, n.d).

Collective Bargaining

When considering implementing a light duty policy in Massachusetts, one must take into account the collective bargaining agreement that exists between a town and its union. In Massachusetts, the duty to bargain requires that collective bargaining negotiations between a public employer and its employees must be conducted in harmony with Massachusetts General Law Ch.150E, Section 6 (Massachusetts General Law's website, n.d). Existing case law provides that the terms of a collective bargaining agreement will prevail over the Sec 111F benefits. However, a collective bargaining agreement will not overrule the Sec 111F benefits in the absence of clear contractual language (Conley, 2008).

The collective bargaining agreement may also determine whether a partially incapacitated firefighter, out on 111F injury benefits, is required to return to work for a light duty assignment. In the *Newton Branch of Massachusetts police association v. The City of Newton*, the Superior Court had to determine whether the City of Newton had the right to lawfully implement, without the union's agreement, a limited/light duty assignment after a bargaining impasse had been declared. In 1983, the city of Newton made a contract proposal to incorporate a light duty assignment. The city's proposal called for a medical determination of an injured party's ability to perform limited duties. The Chief would be allowed to develop a list of job tasks that would apply. Good faith negotiations between the city and the Union took place for a two year period without an agreement. When the city's final offer was rejected by the union on March 29, 1984, the city declared an impasse and decided to implement its final proposal regarding the light duty. The city and union argued before the court about the merits of Ch.41, Section 111F and eliminating rights afforded under the statute (*Newton Branch of the Massachusetts Police Association v. City of Newton & others.*, 1985).

The court reviewed prior cases involving collective bargaining impasses, including *Massachusetts Organization of State Engineers & Scientists v. Labor Relations Committee* (1983). In this case, it was determined that an employer, after good faith negotiations have been exhausted, may implement unilateral changes which are reasonably comprehended. The union's main argument centered on eliminating rights granted under Ch.41, Section 111F and defining the term duties and full duties. The union argued that an officer is "incapacitated for duty" under Ch. 41, Section 111F, until he is capable of returning to the precise duty he was assigned before being injured. They further claimed the city was required to pay the injured party until they are capable of returning to full duty (*Newton Branch of the Massachusetts Police Association v. City of Newton & others.*, 1985).

The Appeals Court issued in its ruling that the Ch.41, Section 111F statute does not qualify the term duty or require the city to continue paying an injured officer until he is capable of returning to the precise duty he was performing prior to being injured. The ruling stated that there was no distinction between total and partial incapacity that was put forth by the union. The Court agreed that the City of Newton did not eliminate any rights granted under Ch.41, Section 111F. The court further held that, the proposed light duty assignments fit the civil service job description requirements that may be assigned to a full time employee. The Court concluded that The City of Newton was entitled to implement unilaterally its proposal after good faith negotiations reached an impasse (*Newton Branch of the Massachusetts Police Association v. City of Newton & others.*, 1985).

In order to enact a light duty policy in the Chelmsford Fire Department, collective bargaining must take place under the Massachusetts General Laws, chap 150e and must be conducted with good faith negotiations. According to the National Executive Institute

Associates, “Clear roles and responsibilities should be articulated in the collective bargaining agreements in your organization. Continual interaction between management and labor is necessary to address the constant changes with Federal and State Laws affecting medical issues.” (“Limited Duty Discussion Draft,” 2003)

Implementing a Light Duty Policy

A successful light duty program is a mutually agreed upon set of policy and procedures that have been developed through a collaborative effort between management and a fire department’s union. The policy needs to include who is eligible to participate in a light duty program and the duration and conditions of the temporary work assignment. A well written policy will state when an on the job injury is to be reported and how the case will be managed. The light duty policy must be designed to accommodate a firefighter’s injury and carefully match it to those tasks for which a physician has cleared the patient. The goal of the program is to return the firefighter back to work and should not be seen as punishment. A well designed program should be mutually beneficial to both the department and the returning firefighter.

The purpose or benefit of a light duty program is typically stated at the beginning of most fire department’s standard operating procedures and defines for whom the policy was written. For example, in New Jersey, the Township of Jackson fire department states that their purpose is to extend light duty to all members who are on an extended medical leave due to an injury and have been cleared by a medical physician (Township of Jackson, 2010).

A standard fire department policy will spell out who is eligible to participate in the light duty program. The Arlington County, Virginia fire department provides light duty for only those members who were injured in the line of duty and are not disabled. Their policy also states the Chief has the discretion to allow members who were injured off the job to also participate in the

light duty program (Schwartz, 2007). Requirements of the policy include an assignment that will benefit the fire department as well as the injured member and will contribute to the mission of the fire department (Township of Jackson, 2010).

The procedure section of a light duty standard operating procedure states how the program will be carried out. A light duty program is temporary in nature to avoid violation of the Americans with Disabilities Act. The Iowa City policy states that the light duty program will not exceed 960 hours in a 12 month period (*Temporary light duty*, 2006). The Township of Jackson, New Jersey, defines a light duty assignment as lasting no more than six months (Township of Jackson, 2010). The department must work within the medical guidelines to match specific duties with the employee's capabilities. The Tewksbury, Massachusetts Fire Department assigns injured firefighters to dispatching, clerical duties, inspections, training, fire prevention, and public education (A. Vasas, personal communication, August 12, 2011). Procedures also define the hours of work, which differ from typical shift work. The Arlington County, Virginia Fire Department assigns firefighters to a 40 hour work week, Monday through Friday, to be supervised by the Deputy Chief. Medical appointments and physical therapy sessions are considered hours worked and the injured employee is released to attend them. However, members that are injured off duty and participating in the program need to utilize personal time to attend the appointments and physical therapy sessions (Schwartz, 2007). Once the injured employee has completed their light duty program and is released back to their full duty status, the department will then reassign the employee back to their normal duties. The department will provide oversight to ensure the employee is successful in this transition.

Procedures

The author utilized several research methods to obtain the information required to answer the research questions. The research began in July 2010 at the National Fire Academy's Learning Research Center (LRC) and its online card catalog. Additional research was conducted by the author of internet websites of government, public safety, and private organizations. Articles germane to the topic of light duty programs, Massachusetts General Laws, collective bargaining, workman's compensation, and firefighter injury reports and statistics were researched. All periodicals and reports were post 2002 with the exception of legal documents and precedence. The literature review focused on state and local requirements for implementing a light duty program. Additional information was gathered through contacting the town's insurance provider, Cook and Company, as well as conversations with surrounding fire departments. The author also corresponded with the International Association of Fire Chiefs and the accounting department for the Town of Chelmsford.

The research began with an extensive review of the information collected pertaining to light duty programs. This allowed the author to gain an understanding of the research topic and to formulate questions regarding the feasibility of implementing a light duty program at the Chelmsford Fire Department.

Meetings with the Town of Chelmsford's accounting department produced data for firefighters that were injured on the job that utilized the 111F benefit for the years 2003-2011. Analysis of the spreadsheets allowed the author to ascertain the impact injuries had on the fire department's operating budget cost and the true cost to replace the injured firefighter (Appendix A).

In order to determine how other fire departments have utilized a light duty program, an inquiry was sent to the International Association of Fire Chiefs. Documentation was asked to be provided regarding current policies and procedures. Local fire departments provided information on light duty tasks that comply with the medical restrictions that are mandated by the program.

A consultation with the town's insurance provider, Cook and Company, yielded valuable information with regards to the applicable state laws and collective bargaining requirements. Additional information about the procedures for implementing a light duty program, including required forms, was also collected from Cook and Company.

Limitations

In conducting the cost analysis of on the job injuries, an assumption was made as to how many shifts were required to be covered with overtime dollars. The Chelmsford Fire Department utilizes a swingman position and not every shift for the injured firefighter would require overtime expenditures. Since there were changes in the administrative staff at the Chelmsford Fire Department, more detailed records of shift replacement costs were not available at the time of this research paper. Due to this, a conservative approach was taken when analyzing the data.

A lot of the research that was conducted was predicated on implementing a light duty program by developing a standard operating procedure. Due to the restrictions within the state of Massachusetts, any changes in working conditions must be bargained with the union in good faith. This eliminated some material from right to work states in terms of enacting such a policy.

Massachusetts's firefighters injured on the job are put on 111F benefits which entitle them to 100% of their pay, tax free. This made research difficult when comparing states that places injured workers on workers compensation status at a rate of 60% of their pay. The

incentive for Massachusetts firefighters to bargain this change in working conditions may prove to be more difficult.

Results

What is the impact of injuries on the Chelmsford Fire Department?

It is a well-known fact that firefighting is a dangerous profession. Due to the current fiscal climate, fire departments throughout the nation, including the Chelmsford Fire Department, have had to operate with decreased staffing levels. As a result, the Chelmsford Fire Department has had to do more with fewer personnel. Because of the reduced manpower, any injuries resulting in lost time has had a severe impact on the department. Even though the majority of injuries on the fire ground are minor, almost half of them result in lost time ("New report puts spotlight," 2011, p. 1).

The impact of injuries weighed heavily on the Chelmsford Fire Department in December 2010 when it had to temporarily restructure the department. For the first time in 15 years, the Fire Prevention office, which is staffed with two full time positions, temporarily lost one officer who was reassigned to the line staff due to an injury. This sudden shortfall led to work assignments that have gone unfulfilled and resulted in unrealized revenue associated with expired permits.

In the Chelmsford Fire Department, there were 45 firefighter injuries for the years 2003 through June 2011. The salary cost associated with these injuries totaled more than \$511,000 or an average of \$11,400 per injury. In addition, there were two fire captain injuries, with a salary cost of over \$75,000 or an average of \$37,500 per injury (Appendix A). A typical fire department operating budget includes extra staffing to reduce the overtime costs of backfilling a

position. The Chelmsford Fire Department utilizes a swingman position. However, due to budget constraints, the number of swing positions has been reduced over the last couple of years.

Based on the national level data, the annual average is about 6 operational injuries per 100 firefighters, or about 6 percent, and the average cost per injury is about \$50,000. This means the cost for injuries in a department of 100 operations personnel is about \$300,000 (6 x \$50,000 = \$300,000) per year ("Fire service operational," 2011, p. 16). The Chelmsford Fire Department has about half the number of employees but when the number of injuries per year is calculated, it exceeds the national average by 4% ("Chelmsford injury report on 111F", 2011). This injury rate appears to be consistent with the NFPA study which shows the highest occurrence of firefighter injuries takes place in the northeast (Karter, 2009, p. 13).

What do other fire department light duty policies consist of?

Based on the information collected from the International Association of Fire Chiefs, a standard fire department policy will spell out who is eligible to participate in the light duty program. The Arlington County, Virginia Fire Department provides a light duty program for firefighters injured in the line of duty and who are not disabled. Their policy also states the Chief has the discretion to allow members who were injured off the job to also participate in the light duty program (Schwartz, 2007). The provision to allow firefighters injured off the job to participate in the light duty program makes this an attractive option to the unions.

Research reviewed shows that in order for a successful light duty program to be effective, a defined time period must be stipulated. This is to avoid any violations with the Americans with Disabilities Act and to incentivize the injured worker to return to a full duty status. The Iowa City Fire Department policy states that the light duty program will not exceed 960 hours in a twelve month period while the Township of Jackson, New Jersey, defines a light duty

assignment as lasting no more than six months. These departments must work within the medical guidelines, issued by the firefighter's physician, to match specific duties with the employee's capabilities.

Conversations with neighboring town, Tewksbury, MA, yielded information on the types of tasks that the Tewksbury Fire Department assigns for a light duty policy. Typical assignments include: dispatching, clerical duties, inspections, training, fire prevention, and public education. These tasks appear to be consistent with other policies that were reviewed from other departments.

Other aspects of a light duty program spell out the hours to be worked as well as who oversees the program. Due to the nature of the tasks, hours worked reflects a traditional 40 hour per week, Monday through Friday schedule, instead of the usual shift work. Policies reviewed showed the program typically being supervised by a Chief Officer. In the Arlington County, Virginia fire department, the Deputy Chief supervises and assigns the light duty tasks. Part of the supervision includes monitoring the injured employee and transitioning them back to their normal shift status.

What laws and issues impact the implementation of a light duty program?

Implementation of a light duty program in Massachusetts requires knowledge of the Massachusetts General Laws and its impact on workplace issues. Massachusetts is one of two states that places injured firefighters on 111F benefits instead of worker's compensation. This allows a firefighter who was injured on the job to collect 100% of his salary, tax free. 111F benefits expire when you return to full duty status or are assigned to a light duty status. This compensation benefit makes it a stumbling block when trying to negotiate the implementation of a light duty program.

Under the current collective bargaining agreement, if a light duty program does not exist, an injured firefighter cannot return to duty until 100% medically cleared by their physician. Even firefighters who have pre-existing medical conditions may be placed on 111F benefits if they can prove their injury was re-aggravated during the course of their duty.

An existing collective bargaining agreement between a town and its union firefighters is another important consideration. According to Massachusetts General Law Ch.150E, before implementing a policy that impacts workplace issues, the duty to collectively bargain must take place between a town and its union. These negotiations must be conducted in good faith, and must continue until either an agreement is reached or an impasse is declared. The town can only unilaterally implement a light duty policy if they have gone through the appropriate bargaining process and have identified suitable tasks that match the physician's duty limitations.

In order to enact a light duty policy in the Chelmsford Fire Department, the collective bargaining process must take place between the town and the fire department union. Based on a recommendation from a town that has gone through the process, it was suggested that in order to win union acceptance, the light duty policy should be extended to firefighters who were injured off the job. This provides a measure of protection to union members who may not have sufficient personal time to cover long term injuries.

How can a light duty program be implemented within the Chelmsford Fire Department?

In order to implement a light duty policy within the Chelmsford Fire Department, there needs to be good faith collective bargaining between the union and the town. This process will result in the development of a Standard Operating Procedure (Appendix B) establishing the specific criteria for implementation. This criterion includes who would be eligible, the duration of the light duty status, injury reporting requirements, and the identification of tasks that align

with their functional abilities. A well written policy will ensure department oversight and improved case management in transitioning the firefighter back to full duty status.

The recommended policy of the Chelmsford Fire Department will be to provide light duty assignments to firefighters injured in the line of duty and who are not disabled. In order to make this policy more attractive to the union membership, the department will also extend the benefits to those injured off the job. This would be contingent upon approval of the Fire Chief or designee, and is subject to the availability of work assignments.

Light duty status is designed to be temporary in nature and therefore should have a finite timeframe assigned to it. The Chelmsford Fire Department light duty policy will utilize a six month timeframe. Firefighters assigned to a light duty status will work a standard 40-hour week, Monday through Friday. Medical appointments, physical therapy sessions, and other pertinent engagements shall be considered hours worked for the firefighters who were injured on the job. Firefighters who were injured off the job and are participating in the light duty program shall be released to attend their medical appointments. However, personal time will need to be used to cover the hours away from work.

Cook and Company, the Chelmsford Fire Department's insurance carrier, provides a medical form that is filled out by the physician of the injured firefighter. This form identifies their physical limitations in order for the department to establish the tasks that the individual is capable of performing. Based on research and discussions with neighboring towns, the Chelmsford Fire Department has indentified a list of tasks that are aligned with medical restrictions. These tasks include the following:

- Conducting quarterly inspections
- Issuing various permits through the Fire Prevention office

- Attending training classes and educational seminars
- Working with the building inspector for liquor license renewals
- Updating databases (propane permits, above ground storage permits, etc.)
- Various clerical tasks (compiling reports, filing, etc.)

By identifying specific duties, the Chelmsford Fire Department has the opportunity to complete tasks that have gone unfulfilled and collect unrealized revenues associated with expired permits.

The goal of a light duty program in the Chelmsford Fire Department is to transition the injured firefighter back to full duty status. The Chief or his designee is responsible for overseeing the light duty program and to ensure that there is a successful transition of the firefighter back to their unit. Members will be re-evaluated when they return to their unit and be provided with the necessary medical assistance as required. This benefits both the department and the firefighter.

Discussion

The information collected and analyzed in this applied research project has proven to the author that there is more to implementing a light duty program than simply writing a standard operating procedure. Understanding the required Massachusetts General Laws, making a determination as to who is eligible, and defining appropriate tasks that benefit both the department and the individual are critical to ensuring a successful implementation of a light duty policy.

Firefighters in the state of Massachusetts are not covered by the Worker's Compensation Act M.G.L. CH.152. Firefighters injured on the job receive protection under the Massachusetts General Laws, Chapter 41, section 100 (medical) and section 111F (wages) (Massachusetts's General Laws website, n.d). There currently is no incentive for firefighters injured on the job to

return to duty in any capacity because they receive their full pay, tax-free and still accrue personal and sick time benefits while they off full duty status. It is the author's opinion that the current system is flawed and invites abuse. A balanced system needs to be put in place that protects the injured firefighter while allowing the town to realize some productivity.

Under the current regulations, the Chelmsford Fire Department has an obligation to bargain any changes in workplace conditions. In Massachusetts, the duty to bargain requires that collective bargaining negotiations between a public employer and its employees must be conducted in harmony with Mass General Law Ch.150E, Section 6 (Massachusetts's General Laws website, n.d). In order to overcome some of the issues that arise during the collective bargaining process, an incentive should be offered to gain acceptance by the union. In the past, the Chelmsford Fire Department has had several firefighters injured off duty that did not have the sick or personal time to cover their injury. As a result, union members would either donate their personal time or cover the shift themselves. This legitimately benefits those firefighters who do not have enough personal or sick time because they are new to the job or have not accumulated enough time to cover a serious long-term injury. It is also my opinion that the current practice of donating time or hours has caused some resentment by union members who have felt pressure to donate to those who are perceived to have abused their personal time. It is my belief that some of the union membership is upset by seeing the same firefighters going out on long-term injuries multiple times. By offering a light duty program to firefighters injured both on and off the job, this would address some of the union's concerns by realizing some productive output while eliminating the need for donation of personal and sick time.

The primary objective of a light duty program is to facilitate the injured firefighter back to his full duty status. It is the author's belief that the workplace can be an environment that is

conducive to the recovery process. For the program to be successful, a list of tasks must be identified that coincide with the physical limitations. This research has shown the author that it can take a great deal of effort to identify appropriate job functions that align with the functional limitations of the injured worker. The author believes that this can be a deterrent to some departments looking into the feasibility of implementing this program. However, the author has found that various jobs have been identified by other Fire Departments which will aid in the implementation of the light duty policy in the Chelmsford Fire Department (A. Vasas, personal communication, August 12, 2011).

The data that was collected and analyzed for the literature review has shown the author that there is a need for a light duty program at the Chelmsford Fire Department. Although Massachusetts has certain collective bargaining laws as it relates to changes in workplace conditions, I feel the effort required to implement the program will prove beneficial to both the injured workers as well as the Town of Chelmsford.

Recommendations

After completing the research for the project, I feel that the Chelmsford Fire Department should implement a light duty policy. This conclusion has been reached because even though there are some disadvantages and collective bargaining issues to deal with, the benefits of a light duty policy far outweigh those challenges. The use of a light duty program will allow the Chelmsford Fire Department to capture some productivity while assisting the injured firefighter back to full duty status.

Workplace injuries have proven costly in terms of both operating expenses and lost productivity. The Chelmsford Fire Department has had its share of workplace injuries (Appendix A) and most recently had to temporarily restructure the department as a result. Many private

sector companies, as well as fire departments, have utilized a light duty program with great success as a cost effective means of addressing these concerns. I believe the Chelmsford Fire Department can adopt and successfully implement a program based on the data collected and analyzed for the literature review. Utilizing this information, a standard operating procedure has been developed for the implementation of a light duty program at the Chelmsford Fire Department (Appendix B).

The research has shown the author that in order to successfully implement a light duty program, a well designed process must be in place. Initially, developing a list of tasks requires some effort and creativity. Based on information gathered, a suitable list of tasks has been identified for the Chelmsford Fire Department (Appendix C). I feel these tasks are appropriate and align with the medical restrictions placed upon the injured firefighter.

Light duty programs have grown in popularity in the private sector as employers have found ways to utilize injured workers. Operating in these economic times, fire departments have an opportunity to consider innovative changes to the workplace. By considering new ways of doing things, it offers an effective long term strategy to address not only our needs but the needs of our injured firefighters. I feel that proposing changes to workplace rules can be challenging when working within the confines of collective bargaining. It is my belief that the best place for recovery is the workplace, because it offers increased communication and provides for better oversight of the injured firefighter. The importance of transitioning the firefighter from injury status back to his full duty status became apparent during the literature review process. By engaging the union in good faith discussions, I believe a successful policy can be developed that allows the department to capture lost productivity while allowing the union the opportunity to protect those firefighters injured off duty.

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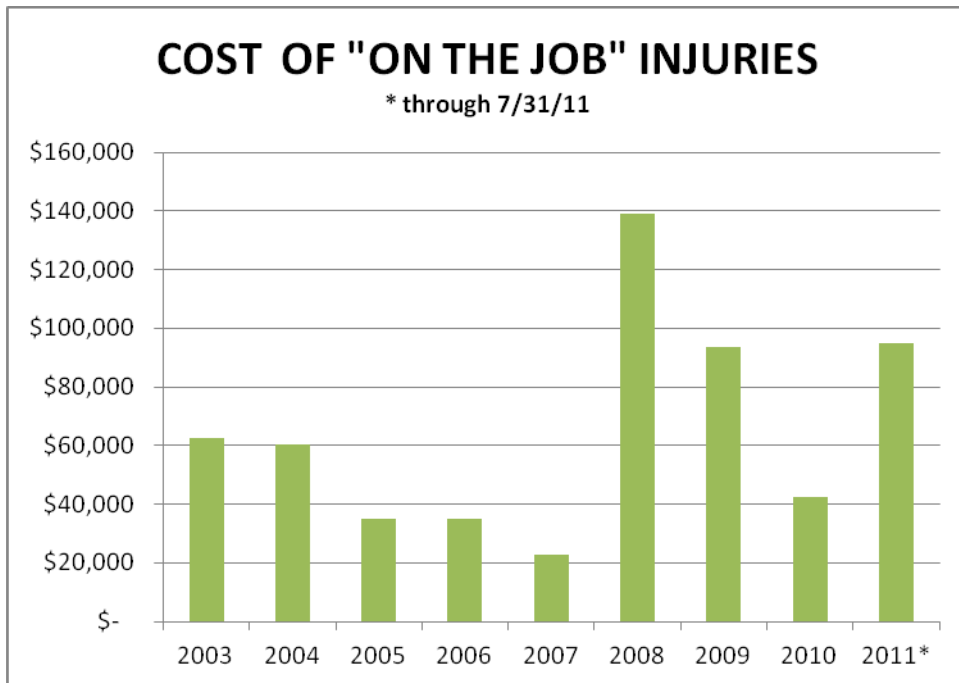
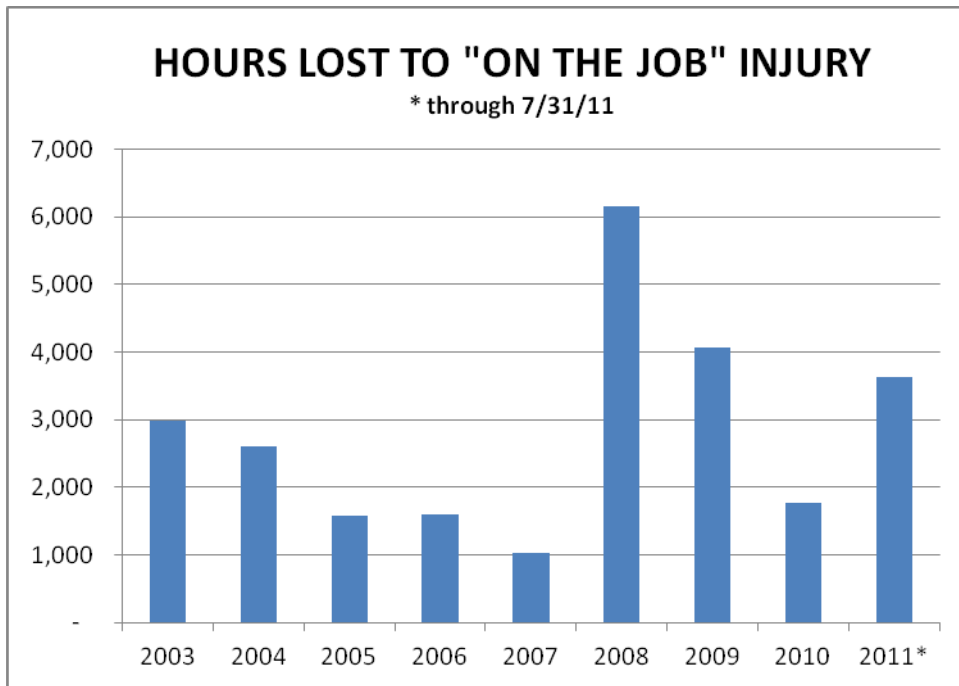
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APPENDIX A (ON THE JOB INJURY ANALYSIS)



APPENDIX A (cont'd)

Salary Cost per Injury Hour

Year	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011*</u>
FF Hours	\$ 62,467	\$ 33,887	\$ 28,428	\$ 34,821	\$ 22,658	\$ 139,257	\$ 93,788	\$ 39,526	\$ 56,460
CP Hours	\$ -	\$ 26,479	\$ 6,655	\$ -	\$ -	\$ -	\$ -	\$ 2,939	\$ 38,590
TOTAL	\$ 62,467	\$ 60,365	\$ 35,082	\$ 34,821	\$ 22,658	\$ 139,257	\$ 93,788	\$ 42,465	\$ 95,050

Total Firefighter Costs = \$511,292

Total Captain Costs = \$74,662

AVERAGE FIREFIGHTER INJURIES 2003-2011

YEAR	# OF INJURED FIREFIGHTERS	# OF HOURS OUT ON INJURY
2003	4	2,990
2004	6	1,588
2005	5	1,334
2006	3	1,602
2007	4	1,022
2008	7	5,970
2009	8	4,066
2010	4	1,680
<u>2011</u>	<u>4</u>	<u>2,376</u>
AVG # OF INJURIES PER YEAR	5	

APPENDIX B

CHELMSFORD FIRE DEPARTMENT
STANDARD OPERATING PROCEDURES
LIGHT DUTY

PURPOSE:

This guideline applies to all members who are on an extended medical leave due to an on-duty injury or an off-duty injury or illness and who have been cleared by a medical physician for this type of duty.

POLICY:

- A. Light duty shall be provided to those firefighters injured in the line of duty and are not disabled.
- B. Upon the approval of the Fire Department Chief or designee, firefighters who cannot perform their full duty assignment as a result of a non-job related injury may be approved for light duty upon the approval of the Fire Chief or designee.
- C. The treating physician must give authorization for the firefighter to be released into a light duty program.
- D. Members who are under the influence of prescription medication that can impair their abilities are not eligible for the light duty program.

DEFINITIONS:

Light Duty – shall consist of any task that does not conflict with the restrictions set forth by the treating physician.

Full Duty – the designation given to firefighters who meet the physical requirements outlined in the National Fire Protection Standard 1582.

PROCEDURES:

- A. There are no permanent light duty assignments. All light duty assignments are temporary in nature and shall last no longer than six months.
- B. A firefighter that is eligible to return to work on a light duty status, shall meet with the Fire Chief or designee to determine what tasks will be assigned based on the restrictions of the treating physician.
- C. Members assigned to light duty will be assigned a forty hour week, Monday through Friday. Hours assigned are at the discretion of the Fire Chief or designee.
- D. Medical appointments, physical therapy sessions, etc., shall be considered hours worked

and the job related light duty firefighter shall be released to attend them. Firefighter's assigned light duty that was injured off duty shall be release to attend all necessary medical appointments utilizing their own personal time.

- E. Firefighters who are assigned light duty may not perform outside employment unless approved by the Fire Chief.
- F. The Fire Chief or designee will assign appropriate tasks that align with the restrictions placed by the treating physician. The supervisor will also be responsible for monitoring work activities and attendance.
- G. A firefighter assigned to light duty cannot be assigned to full duty status until medically cleared.
- H. Once medically cleared to return to full duty, the Fire Chief or designee shall work with the firefighter to transition them back to their normal duty assignments and work schedule.
- I. This policy does not affect the benefits of the Family Medical Leave Act or Fair Labor Standards Act.
- J. Light duty status will not affect an employees pay, benefits, or other collective bargaining rights.

APPENDIX C**LIGHT DUTY TASKS/ASSIGNMENTS**

Tasks/assignments must be within the limits of the light duty medical release and are assigned at the Chiefs or designees discretion. This listing is a sample of tasks available but can be modified at any time to meet the mission of the Chelmsford Fire Department.

1. Assist the Fire Prevention Department in quarterly inspections of daycares, pre-schools, public schools, nursing homes, and commercial buildings.
2. Assist the Fire Department in issuing permits for:
 - weekly smoke/CO compliance certificates
 - flammable/combustible and waste oil
 - propane
 - transfer tank
 - hot work detail
 - agricultural and seasonal burning
3. Assist Fire Prevention in ensuring compliance with the crowd control manager law that took effect in July 2011.
4. Conduct joint inspection with the building inspector to issue liquor licenses
5. Conduct mandatory school evacuation drills
6. Assist private industry with their life safety plans and drill requirements
7. Update computer records and compile reports
8. Prepare yearly sprinkler/fire alarm documents

9. Provide needed assistance to the training officer and attends professional development courses.
10. Assist in lesson plan development for public education training and SAFE program