

2026 -- S 3297

LC006435

STATE OF RHODE ISLAND

IN GENERAL ASSEMBLY

JANUARY SESSION, A.D. 2026

A N A C T

RELATING TO LABOR AND LABOR RELATIONS -- WORKERS' COMPENSATION--  
GENERAL PROVISIONS

Introduced By: Senators Ciccone, Burke, Felag, Famiglietti, and Bissaillon

Date Introduced: May 15, 2026

Referred To: Senate Labor & Gaming

It is enacted by the General Assembly as follows:

1 SECTION 1. Section 28-29-2 of the General Laws in Chapter 28-29 entitled "Workers'  
2 Compensation — General Provisions" is hereby amended to read as follows:

3 **28-29-2. Definitions.**

4 In chapters 29 — 38 of this title, unless the context otherwise requires:

5 (1) "Department" means the department of labor and training.

6 (2) "Director" means the director of labor and training or the director's designee unless  
7 specifically stated otherwise.

8 (3)(i) "Earnings capacity" means the weekly straight-time earnings that an employee could  
9 receive if the employee accepted an actual offer of suitable alternative employment. Earnings  
10 capacity can also be established by the court based on evidence of ability to earn, including, but not  
11 limited to, a determination of the degree of functional impairment and/or disability, that an  
12 employee is capable of employment. The court may, in its discretion, take into consideration the  
13 performance of the employee's duty to actively seek employment in scheduling the implementation  
14 of the reduction. The employer need not identify particular employment before the court can direct  
15 an earnings capacity adjustment. In the event that an employee returns to light-duty employment  
16 while partially disabled, an earnings capacity shall not be set based upon actual wages earned until  
17 the employee has successfully worked at light duty for a period of at least thirteen (13) weeks.

18 (ii) As used under the provisions of this title, "functional impairment" means an anatomical

1 or functional abnormality existing after the date of maximum medical improvement as determined  
2 by a medically or scientifically demonstrable finding and based upon the sixth (6th) edition of the  
3 American Medical Association’s Guide to the Evaluation of Permanent Impairment or comparable  
4 publications of the American Medical Association.

5 (iii) In the event that an employee returns to employment at an average weekly wage equal  
6 to the employee’s pre-injury earnings exclusive of overtime, the employee will be presumed to  
7 have regained their earning capacity.

8 (4)(i) “Employee” means any person who has entered into the employment of or works  
9 under contract of service or apprenticeship with any employer, except that in the case of a city or  
10 town other than the city of Providence it shall only mean that class or those classes of employees  
11 as may be designated by a city, town, or regional school district in a manner provided in this chapter  
12 to receive compensation under chapters 29 — 38 of this title.

13 (ii) Any person employed by the state of Rhode Island, or by the Rhode Island airport  
14 corporation, except for sworn employees of the Rhode Island state police, who is otherwise entitled  
15 to the benefits of chapter 19 of title 45 shall be subject to the provisions of chapters 29 — 38 of this  
16 title for case management procedures and dispute resolution by the workers’ compensation court  
17 for all petitions filed on or after July 1, 2025, for the following benefit and disability determinations:

18 [\(A\) All disputes concerning original liability on matters filed pursuant to § 45-19-1;](#)

19 ~~(A)~~[\(B\)](#) The nature and status of disability of the injured employee;

20 ~~(B)~~[\(C\)](#) The nature and location of injury relative to the work incident;

21 ~~(C)~~[\(D\)](#) Maximum medical improvement (MMI), as it is defined under § ~~28-33-2(9)~~ [28-29-](#)  
22 [2\(9\)](#);

23 ~~(D)~~[\(E\)](#) All issues of legal and/or medical causation;

24 ~~(E)~~[\(F\)](#) Suitable alternative employment; and

25 ~~(F)~~[\(G\)](#) The assignment of fees and costs pursuant to the provisions of § 28-35-32. The court  
26 may in its discretion appoint an impartial medical examiner in accordance with § 28-33-35. The  
27 court shall hereby be empowered to enforce all of its orders, decrees, and consent agreements of  
28 the parties.

29 (iii) The term “employee” does not include any individual who is a shareholder or director  
30 in a corporation, general or limited partners in a general partnership, a registered limited liability  
31 partnership, a limited partnership, or partners in a registered limited liability limited partnership, or  
32 any individual who is a member in a limited liability company. These exclusions do not apply to  
33 shareholders, directors, and members who have entered into the employment of or who work under  
34 a contract of service or apprenticeship within a corporation or a limited liability company.

1 (iv) The term “employee” also does not include a sole proprietor, independent contractor,  
2 or a person whose employment is of a casual nature, and who is employed other than for the purpose  
3 of the employer’s trade or business, or a person whose services are voluntary or who performs  
4 charitable acts, nor shall it include the members of the regularly organized fire and police  
5 departments of any town or city except for appeals from an order of the retirement board filed  
6 pursuant to the provisions of § 45-21.2-9; provided, however, that it shall include the members of  
7 the police and aircraft rescue and firefighting (ARFF) units of the Rhode Island airport corporation.

8 (v) Whenever a contractor has contracted with the state, a city, town, or regional school  
9 district, any person employed by that contractor in work under contract shall not be deemed an  
10 employee of the state, city, town, or regional school district as the case may be.

11 (vi) Any person who on or after January 1, 1999, was an employee and became a corporate  
12 officer shall remain an employee, for purposes of these chapters, unless and until coverage under  
13 this act is waived pursuant to § 28-29-8(b) or § 28-29-17. Any person who is appointed a corporate  
14 officer between January 1, 1999, and December 31, 2001, and was not previously an employee of  
15 the corporation, will not be considered an employee, for purposes of these chapters, unless that  
16 corporate officer has filed a notice pursuant to § 28-29-19(c).

17 (vii) In the case of a person whose services are voluntary or who performs charitable acts,  
18 any benefit received, in the form of monetary remuneration or otherwise, shall be reportable to the  
19 appropriate taxation authority but shall not be deemed to be wages earned under contract of hire  
20 for purposes of qualifying for benefits under chapters 29 — 38 of this title.

21 (viii) Any reference to an employee who had been injured shall, where the employee is  
22 dead, include a reference to the employee’s dependents as defined in this section, or to the  
23 employee’s legal representatives, or, where the employee is a minor or incompetent, to the  
24 employee’s conservator or guardian.

25 (ix) A “seasonal occupation” means those occupations in which work is performed on a  
26 seasonal basis of not more than sixteen (16) weeks.

27 (5) “Employer” includes any person, partnership, corporation, or voluntary association, and  
28 the legal representative of a deceased employer; it includes the state, and the city of Providence. It  
29 also includes each city, town, and regional school district in the state that votes or accepts the  
30 provisions of chapters 29 — 38 of this title in the manner provided in this chapter or is a party to  
31 an appeal from an order of the retirement board filed pursuant to the provisions of § 45-21.2-9.

32 (6) “General or special employer”:

33 (i) “General employer” includes but is not limited to temporary help companies and  
34 employee leasing companies and means a person who for consideration and as the regular course

1 of its business supplies an employee with or without vehicle to another person.

2 (ii) “Special employer” means a person who contracts for services with a general employer  
3 for the use of an employee, a vehicle, or both.

4 (iii) Whenever there is a general employer and special employer wherein the general  
5 employer supplies to the special employer an employee and the general employer pays or is  
6 obligated to pay the wages or salaries of the supplied employee, then, notwithstanding the fact that  
7 direction and control is in the special employer and not the general employer, the general employer,  
8 if it is subject to the provisions of the workers’ compensation act or has accepted that act, shall be  
9 deemed to be the employer as set forth in subsection (5) of this section and both the general and  
10 special employer shall be the employer for purposes of §§ 28-29-17 and 28-29-18.

11 (iv) Effective January 1, 2003, whenever a general employer enters into a contract or  
12 arrangement with a special employer to supply an employee or employees for work, the special  
13 employer shall require an insurer generated insurance coverage certification, on a form prescribed  
14 by the department, demonstrating Rhode Island workers’ compensation and employer’s liability  
15 coverage evidencing that the general employer carries workers’ compensation insurance with that  
16 insurer with no indebtedness for its employees for the term of the contract or arrangement. In the  
17 event that the special employer fails to obtain and maintain at policy renewal and thereafter this  
18 insurer generated insurance coverage certification demonstrating Rhode Island workers’  
19 compensation and employer’s liability coverage from the general employer, the special employer  
20 is deemed to be the employer pursuant to the provisions of this section. Upon the cancellation or  
21 failure to renew, the insurer having written the workers’ compensation and employer’s liability  
22 policy shall notify the certificate holders and the department of the cancellation or failure to renew  
23 and upon notice, the certificate holders shall be deemed to be the employer for the term of the  
24 contract or arrangement unless or until a new certification is obtained.

25 (7) “Independent contractor” means a person who has filed a notice of designation as  
26 independent contractor with the director pursuant to § 28-29-17.1 or as otherwise found by the  
27 workers’ compensation court.

28 (8)(i) “Injury” means and refers to personal injury to an employee arising out of and in the  
29 course of the employee’s employment, connected and referable to the employment.

30 (ii) An injury to an employee while voluntarily participating in a private, group, or  
31 employer-sponsored carpool, vanpool, commuter bus service, or other rideshare program, having  
32 as its sole purpose the mass transportation of employees to and from work shall not be deemed to  
33 have arisen out of and in the course of employment. Nothing in the foregoing provision shall be  
34 held to deny benefits under chapters 29 — 38 and chapter 47 of this title to employees such as

1 drivers, mechanics, and others who receive remuneration for their participation in the rideshare  
2 program. Provided, that the foregoing provision shall not bar the right of an employee to recover  
3 against an employer and/or driver for tortious misconduct.

4 (9) "Maximum medical improvement" means a point in time when any medically  
5 determinable physical or mental impairment as a result of injury has become stable and when no  
6 further treatment is reasonably expected to materially improve the condition. Neither the need for  
7 future medical maintenance nor the possibility of improvement or deterioration resulting from the  
8 passage of time and not from the ordinary course of the disabling condition, nor the continuation  
9 of a preexisting condition precludes a finding of maximum medical improvement. A finding of  
10 maximum medical improvement by the workers' compensation court may be reviewed only where  
11 it is established that an employee's condition has substantially deteriorated or improved.

12 (10) "Physician" means medical doctor, surgeon, dentist, licensed psychologist,  
13 chiropractor, osteopath, podiatrist, or optometrist, as the case may be.

14 (11) "Suitable alternative employment" means employment or an actual offer of  
15 employment that the employee is physically able to perform and will not exacerbate the employee's  
16 health condition and that bears a reasonable relationship to the employee's qualifications,  
17 background, education, and training. The employee's age alone shall not be considered in  
18 determining the suitability of the alternative employment.

19 SECTION 2. Sections 28-33-5 and 28-33-41 of the General Laws in Chapter 28-33 entitled  
20 "Workers' Compensation — Benefits" are hereby amended to read as follows:

21 **28-33-5. Medical services provided by employer.**

22 The employer shall, subject to the choice of the employee as provided in § 28-33-8,  
23 promptly provide for an injured employee any reasonable medical, surgical, dental, optical, or other  
24 attendance or treatment, nurse and hospital service, medicines, crutches, and apparatus for such  
25 period as is necessary, in order to cure, rehabilitate, or relieve the employee from the effects of the  
26 employee's injury. Irrespective of the date of injury, the liability of the employer for hospital  
27 service rendered under this section to the injured employee shall be the cost to the hospital of  
28 rendering the service at the time the service is rendered. The director, after consultations with  
29 representatives of hospitals, employers, and insurance companies, shall establish administrative  
30 procedures regarding the furnishing and filing of data and the time and method of billing and may  
31 accept as representing the costs for both routine and special services to patients, costs as computed  
32 for the federal Medicare program. Each hospital licensed under chapter 17 of title 23 that renders  
33 services to injured employees under the workers' compensation act, chapters 29 — 38 of this title,  
34 shall submit and certify to the director, in accordance with requirements of the administrative

1 procedures established by him or her, its costs for those services. The employer shall also provide  
2 all medical, optical, dental, and surgical appliances and apparatus required to cure or relieve the  
3 employee from the effects of the injury, including, but not limited to, the following: ambulance and  
4 nursing service, eyeglasses, dentures, braces and supports, artificial limbs, crutches, and other  
5 similar appliances; ~~provided, that the employer shall not be liable to pay for or provide hearing aids  
6 or other amplification devices.~~

7 **28-33-41. Rehabilitation of injured persons.**

8 (a)(1) The department and the workers' compensation court shall expedite the  
9 rehabilitation of and the return to remunerative employment of all employees who are disabled and  
10 injured and who are subject to chapters 29 — 38 of this title.

11 (2) Rehabilitation means the prompt provision of appropriate services necessary to restore  
12 an employee who is occupationally injured or diseased to his or her optimum physical, mental,  
13 vocational, and economic usefulness. This may require medical, vocational, and/or reemployment  
14 services to restore an employee who is occupationally disabled as nearly as possible to his or her  
15 pre-injury status. As a procedure, rehabilitation may include three (3) overlapping and interrelated  
16 components:

17 (i)(A) Medical restorative services. Medical treatment and related services needed to  
18 restore the employee who is occupationally disabled to a state of health as near as possible to that  
19 which existed prior to the occupational injury or disease. These services may include, but are not  
20 limited to, the following: medical, surgical, hospital, nursing services, attendant care, chiropractic  
21 care, physical therapy, occupational therapy, medicines, prostheses, orthoses, other physical  
22 rehabilitation services, including psychosocial services, and reasonable travel expenses incurred in  
23 procuring the services.

24 (B)(I) Treatment by spiritual means. Nothing in this chapter shall be construed to require  
25 an employee who, in good faith relies on or is treated by prayer or spiritual means by a duly  
26 accredited practitioner of a well-recognized church, to undergo any medical or surgical treatment,  
27 and weekly compensation benefits may not be suspended or terminated on the grounds that the  
28 employee refuses to accept recommended medical or surgical benefits. The employee shall submit  
29 to all physical examinations as required by chapters 29 — 38 of this title.

30 (II) However, a private employer, insurer, self-insurer, or group self-insurer may pay or  
31 reimburse an employee for any costs associated with treatment by prayer or spiritual means.

32 (ii) Vocational restorative services. Vocational services needed to return the employee  
33 with a disability to his or her pre-injury employment or, if that is not possible, to a state of  
34 employability in suitable alternative employment. These services may include, but are not limited

1 to, the following: psychological and vocational evaluations, counseling, and training.

2 (iii) Reemployment services. Services used to return the employee who is occupationally  
3 disabled to suitable, remunerative employment as adjudged by his or her functional and vocational  
4 ability at that time.

5 (b)(1) Any employer or any injured employee with total disability or permanent partial  
6 disability to whom the insurance carrier or certificated employer has paid compensation for a period  
7 of three (3) months or more, and to whom compensation is still being paid, or his or her employer  
8 or insurer may file a petition with the workers' compensation court requesting approval of a  
9 rehabilitation program or may mutually agree to a rehabilitation program. Determinations shall be  
10 rendered by the workers' compensation court in accordance with this section and as provided in  
11 chapters 29 — 38 of this title and the rules of practice of the Rhode Island workers' compensation  
12 court.

13 (2) Action shall be taken as in the judgment of the workers' compensation court shall seem  
14 practicable and likely to speed the recovery and rehabilitation of injured workers. However,  
15 rehabilitative services shall be appropriate to the needs and capabilities of injured workers.

16 (c) Compensation payments shall not be diminished or terminated while the employee is  
17 participating in a rehabilitation program approved by the workers' compensation court or agreed to  
18 by the parties. Provided, that compensation payments shall be suspended while an injured employee  
19 willfully refuses to participate in a rehabilitation program approved by the workers' compensation  
20 court or agreed to by the parties. When the employee has completed an approved rehabilitation  
21 program, the rehabilitation provider shall recommend, in the instance of vocational rehabilitation,  
22 an earnings capacity, or in the instance of physical rehabilitation provided or prescribed by a  
23 physician, a degree of functional impairment, and the employee shall be referred to the court for an  
24 earnings capacity adjustment to benefits, unless the employee has returned to gainful employment.

25 (d) The employer shall bear the expense of rehabilitative services agreed to or ordered  
26 pursuant to this section. If those rehabilitative services require residence at or near or travel to a  
27 rehabilitative facility, the employer shall pay the employee's reasonable expense for board, lodging,  
28 and/or travel. The reasonable cost of transportation on or after July 1, 2016, is the rate equal to the  
29 per-mile rate allowed by the Internal Revenue Service for use of a privately owned automobile for  
30 business miles driven, as from time to time amended, for a private motor vehicle or the reasonable  
31 cost incurred for transportation, from the employee's point of departure, whether from the  
32 employee's home or place of employment, and return. [Expense reimbursement requests shall be  
33 submitted no more frequently than one per thirty \(30\) day period if applicable.](#)

34 (e) Except for the provisions of this section, the provisions of § 28-33-8 shall remain in

1 full force and effect.

2 (f) For the purposes of this section, the director shall promulgate rules and regulations  
3 pursuant to chapter 35 of title 42 for certifying rehabilitation providers, evaluators, and counselors,  
4 and the director shall maintain a registry of those persons so certified. No plan of rehabilitation  
5 requiring the services of a rehabilitation counselor shall be approved by the workers' compensation  
6 court or agreed to by the parties unless the counselor is certified by the director. Any requests for  
7 approval of a rehabilitation plan pending before the director prior to September 1, 2000, will remain  
8 at the department for determination. All requests after this date will be heard by the workers'  
9 compensation court.

10 SECTION 3. Section 28-35-5 of the General Laws in Chapter 28-35 entitled "Workers'  
11 Compensation — Procedure" is hereby amended to read as follows:

12 **28-35-5. Appeals from memorandum of agreement.**

13 Any employer or insurer who or that has made payment to an injured employee or those  
14 entitled to compensation on account of the death of an employee which payment has been procured  
15 by fraud, coercion, or mutual mistake of fact; or any injured employee or those entitled to  
16 compensation on account of the death of an employee who has been aggrieved by a memorandum  
17 of agreement in that it: (1) Fails to correctly diagnose the injury; (2) Fails to set out correctly all  
18 the injuries received by the injured employee, [including any injuries caused by or flowing from the](#)  
19 [original injury](#); (3) Fails to set out all parts of the body affected by injuries; (4) Fails to correctly  
20 set the rate of compensation; or (5) In any other way is affected by error; upon petition to the court  
21 setting forth all the additional facts, filed by the aggrieved party and served in the same manner as  
22 is provided for in chapters 29 — 38 of this title, the workers' compensation court shall hear any  
23 and all those matters and make their decision in accordance with those chapters.

24 SECTION 4. Section 45-19-1 of the General Laws in Chapter 45-19 entitled "Relief of  
25 Injured and Deceased Fire Fighters and Police Officers" is hereby amended to read as follows:

26 **45-19-1. Salary payment during line of duty illness or injury.**

27 (a)(1) Whenever any police officer of the Rhode Island airport corporation or whenever  
28 any police officer, firefighter, crash rescue crewperson, fire marshal, chief deputy fire marshal, or  
29 deputy fire marshal of any city, town, fire district, or the state of Rhode Island is wholly or partially  
30 incapacitated by reason of injuries received or sickness contracted in the performance of their duties  
31 or due to their rendering of emergency assistance within the physical boundaries of the state of  
32 Rhode Island at any occurrence involving the protection or rescue of human life which necessitates  
33 that they respond in a professional capacity when they would normally be considered by their  
34 employer to be officially off-duty, the respective city, town, fire district, state of Rhode Island, or

1 Rhode Island airport corporation by which the police officer, firefighter, crash rescue crewperson,  
2 fire marshal, chief deputy fire marshal, or deputy fire marshal, is employed, shall, during the period  
3 of the incapacity, pay the police officer, firefighter, crash rescue crewperson, fire marshal, chief  
4 deputy fire marshal, or deputy fire marshal, the salary or wage and benefits to which the police  
5 officer, firefighter, crash rescue crewperson, fire marshal, chief deputy fire marshal, or deputy fire  
6 marshal, would be entitled had he or she not been incapacitated, and shall pay the medical, surgical,  
7 dental, optical, or other attendance, or treatment, nurses, and hospital services, medicines, crutches,  
8 and apparatus for the necessary period, except that if any city, town, fire district, the state of Rhode  
9 Island, or Rhode Island airport corporation provides the police officer, firefighter, crash rescue  
10 crewperson, fire marshal, chief deputy fire marshal, or deputy fire marshal, with insurance coverage  
11 for the related treatment, services, or equipment, then the city, town, fire district, the state of Rhode  
12 Island, or Rhode Island airport corporation is only obligated to pay the difference between the  
13 maximum amount allowable under the insurance coverage and the actual cost of the treatment,  
14 service, or equipment. In addition, the cities, towns, fire districts, the state of Rhode Island, or  
15 Rhode Island airport corporation shall pay all similar expenses incurred by a member who has been  
16 placed on a disability pension and suffers a recurrence of the injury or illness that dictated his or  
17 her disability retirement, subject to the provisions of subsection (j) herein.

18 (2) A police officer or firefighter diagnosed with post-traumatic stress disorder (as  
19 described in the Diagnostic and Statistical Manual of Mental Disorders, current edition, published  
20 by the American Psychiatric Association) by an individual who holds the title of an independent  
21 licensed mental health professional with a master's degree, related to the exposure of potentially  
22 traumatic events, resulting from their acting within the course of their employment or from the  
23 rendering of emergency assistance in the state of Rhode Island, at any occurrence involving the  
24 protection or the rescue of human life while off-duty, as set forth in subsection (h) of this section,  
25 shall be presumed to have sustained an injury in the line of duty, as that term is used in subsection  
26 (a)(1) of this section, unless the contrary is proven by a fair preponderance of the evidence that the  
27 post-traumatic stress injury/PTSD is not related to their job as a police officer or firefighter. The  
28 benefits provided for under this section shall not be extended to a police officer or firefighter, if  
29 their post-traumatic stress injury/PTSD diagnosis arises out of any disciplinary action, work  
30 evaluation, job transfer, layoff, demotion, termination, or similar adverse job actions.

31 (b) As used in this section, "police officer" means and includes any chief or other member  
32 of the police department of any city or town regularly employed at a fixed salary or wage and any  
33 deputy sheriff, member of the fugitive task force, or capitol police officer, permanent  
34 environmental police officer or criminal investigator of the department of environmental

1 management, or airport police officer.

2 (c) As used in this section, “firefighter” means and includes any chief or other member of  
3 the fire department or rescue personnel of any city, town, or fire district, and any person employed  
4 as a member of the fire department of the town of North Smithfield, or fire department or district  
5 in any city or town.

6 (d) As used in this section, “crash rescue crewperson” means and includes any chief or  
7 other member of the emergency crash rescue section, division of airports, or department of  
8 transportation of the state of Rhode Island regularly employed at a fixed salary or wage.

9 (e) As used in this section, “fire marshal,” “chief deputy fire marshal,” and “deputy fire  
10 marshal” mean and include the fire marshal, chief deputy fire marshal, and deputy fire marshals  
11 regularly employed by the state of Rhode Island pursuant to the provisions of chapter 28.2 of title  
12 23.

13 (f) Any person employed by the state of Rhode Island, except for sworn employees of the  
14 Rhode Island state police, who is otherwise entitled to the benefits of chapter 19 of this title, shall  
15 be subject to the provisions of chapters 29 — 38 of title 28 for case management procedures and  
16 dispute resolution by the workers’ compensation court, for all petitions filed on or after July 1,  
17 2025, for the following benefit and disability determinations:

- 18 [\(1\) All disputes concerning original liability on matters filed pursuant to this section.](#)
- 19 ~~(2)~~ (2) The nature and status of disability of the injured employee;
- 20 ~~(3)~~ (3) The nature and location of injury relative to the work incident;
- 21 ~~(4)~~ (4) Maximum medical improvement (MMI), as it is defined under § ~~28-33-2(9)~~ [28-29-](#)  
22 [2\(9\)](#);
- 23 ~~(5)~~ (5) All issues of legal and/or medical causation; and
- 24 ~~(6)~~ (6) The assignment of fees and costs pursuant to the provisions of § 28-35-32.

25 The court may, in its discretion, appoint an impartial medical examiner in accordance with  
26 § 28-33-35. The court shall hereby be empowered to enforce all of its orders, decrees, and consent  
27 agreements of the parties.

28 (g) In order to receive the benefits provided for under this section, a police officer or  
29 firefighter must prove to their employer that they had reasonable grounds to believe that there was  
30 an emergency that required an immediate need for their assistance for the protection or rescue of  
31 human life.

32 (h) Any claims to the benefits provided for under this section resulting from the rendering  
33 of emergency assistance in the state of Rhode Island at any occurrence involving the protection or  
34 rescue of human life while off-duty, shall first require those covered by this section to submit a

1 sworn declaration to their employer attesting to the date, time, place, and nature of the event  
2 involving the protection or rescue of human life causing the professional assistance to be rendered  
3 and the cause and nature of any injuries sustained in the protection or rescue of human life. Sworn  
4 declarations shall also be required from any available witness to the alleged emergency involving  
5 the protection or rescue of human life.

6 (i) All declarations required under this section shall contain the following language:

7 “Under penalty of perjury, I declare and affirm that I have examined this declaration,  
8 including any accompanying schedules and statements, and that all statements contained herein are  
9 true and correct.”

10 (j) Any person, not employed by the state of Rhode Island, receiving injured-on-duty  
11 benefits pursuant to this section, and subject to the jurisdiction of the state retirement board for  
12 accidental retirement disability, for an injury occurring on or after July 1, 2011, shall apply for an  
13 accidental disability retirement allowance from the state retirement board not later than the later of  
14 eighteen (18) months after the date of the person’s injury that resulted in the person’s injured-on-  
15 duty status or sixty (60) days from the date on which the treating physician certifies that the person  
16 has reached maximum medical improvement. Nothing herein shall be construed to limit or alter  
17 any and all rights of the parties with respect to independent medical examination or otherwise, as  
18 set forth in the applicable collective bargaining agreement. Notwithstanding the forgoing, any  
19 person receiving injured-on-duty benefits as the result of a static and incapacitating injury whose  
20 permanent nature is readily obvious and ascertainable shall be required to apply for an accidental  
21 disability retirement allowance within sixty (60) days from the date on which the treating physician  
22 certifies that the person’s injury is permanent, or sixty (60) days from the date on which the  
23 determination of permanency is made in accordance with the independent medical examination  
24 procedures as set forth in the applicable collective bargaining agreement.

25 (1) If a person with injured-on-duty status fails to apply for an accidental disability  
26 retirement allowance from the state retirement board within the time frame set forth above, that  
27 person’s injured-on-duty payment shall terminate. Further, any person suffering a static and  
28 incapacitating injury as set forth in subsection (j) above and who fails to apply for an accidental  
29 disability benefit allowance as set forth in subsection (j) shall have their injured-on-duty payment  
30 terminated.

31 (2) A person who so applies shall continue to receive injured-on-duty payments, and the  
32 right to continue to receive IOD payments of a person who so applies shall terminate in the event  
33 of a final ruling of the workers’ compensation court allowing accidental disability benefits. Nothing  
34 herein shall be construed to limit or alter any and all rights of the parties with respect to independent

1 medical examination or otherwise, as set forth in the applicable collective bargaining agreement.

2 (k) Any person employed by the state of Rhode Island who is currently receiving injured-  
3 on-duty benefits or any person employed by the state of Rhode Island who in the future is entitled  
4 to injured-on-duty benefits pursuant to this chapter, and subject to the jurisdiction of the state  
5 retirement board for accidental retirement disability, shall apply for an accidental disability  
6 retirement allowance from the state retirement board the later of eighteen (18) months after the date  
7 of the person's injury that resulted in the person's injured-on-duty status or sixty (60) days from  
8 the date on which the treating physician certifies that the person has reached maximum medical  
9 improvement. Nothing herein shall be construed to limit or alter any and all rights of the parties  
10 with respect to independent medical examination or otherwise, as set forth in the applicable  
11 collective bargaining agreement. Notwithstanding the forgoing, any person receiving injured-on-  
12 duty benefits as the result of a static and incapacitating injury whose permanent nature is readily  
13 obvious and ascertainable shall be required to apply for an accidental disability retirement  
14 allowance within sixty (60) days from the date on which a treating physician or an independent  
15 medical examiner certifies that the person's injury is permanent, or sixty (60) days from the date  
16 on which such determination of permanency is made in accordance with the independent medical  
17 examination procedures as set forth in the applicable collective bargaining agreement.

18 (1) If a person employed by the state of Rhode Island with injured-on-duty status fails to  
19 apply for an accidental disability retirement allowance from the state retirement board within the  
20 time frame set forth in subsection (k) above, that person's injured-on-duty payment shall terminate.  
21 Further, any person employed by the state of Rhode Island suffering a static and incapacitating  
22 injury as set forth in subsection (k) above and who fails to apply for an accidental disability benefit  
23 allowance as set forth in subsection (k) shall have his or her injured-on-duty payment terminated.

24 (2) A person employed by the state of Rhode Island who so applies shall continue to receive  
25 injured-on-duty payments, and the right to continue to receive injured-on-duty payments of a  
26 person who so applies shall terminate upon final adjudication by the state retirement board  
27 approving or denying either ordinary or accidental disability payments and, notwithstanding § 45-  
28 31.2-9, this termination of injured-on-duty benefits shall not be stayed.

29 (3)(i) Notwithstanding any other provision of law, all persons employed by the state of  
30 Rhode Island entitled to benefits under this section who were injured prior to July 1, 2019, and who  
31 have been receiving injured-on-duty benefits pursuant to this section for a period of eighteen (18)  
32 months or longer as of July 1, 2019, shall have up to ninety (90) days from July 1, 2019, to apply  
33 for an accidental disability retirement benefit allowance. Any person employed by the state of  
34 Rhode Island receiving injured-on-duty benefits for a period less than eighteen (18) months as of

1 July 1, 2019, shall apply for an accidental disability retirement benefit allowance within eighteen  
2 (18) months of the date of injury that resulted in the person receiving injured-on-duty pay; provided  
3 however, said person shall have a minimum of ninety (90) days to apply.

4 Applications for disability retirement received by the state retirement board by any person  
5 employed by the State of Rhode Island receiving injured-on-duty payments that shall be deemed  
6 untimely pursuant to § 36-10-14(b) shall have ninety (90) days from July 1, 2019, to apply for an  
7 accidental disability retirement benefit allowance. Failure to apply for an accidental disability  
8 retirement benefit allowance within the timeframe set forth herein shall result in the termination of  
9 injured-on-duty benefits.

10 (ii) Any person employed by the state of Rhode Island receiving injured-on-duty payments  
11 who has been issued a final adjudication of the state retirement board on an application for an  
12 ordinary or accidental disability benefit, either approving or denying the application, shall have his  
13 or her injured-on-duty payments terminated.

14 (4) If awarded an accidental disability pension, any person employed by the state of Rhode  
15 Island covered under this section shall receive benefits consistent with § 36-10-15.

16 SECTION 5. This act shall take effect upon passage.

=====  
LC006435  
=====

EXPLANATION  
BY THE LEGISLATIVE COUNCIL  
OF

A N A C T

RELATING TO LABOR AND LABOR RELATIONS -- WORKERS' COMPENSATION--  
GENERAL PROVISIONS

\*\*\*

1           This act would amend various sections of the workers' compensation statute relative to the  
2 court's jurisdiction, the court's authority to determine certain issues relative to claims, and the  
3 authority to determine the status of certain officer's injuries, reimbursement expenses, and would  
4 provide certain employees with a reimbursement for hearing aids.

5           This act would take effect upon passage.

=====  
LC006435  
=====