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STATE OF RHODE ISLAND

IN GENERAL ASSEMBLY

JANUARY SESSION, A.D. 2014

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A N A C T

RELATING TO CITIES AND TOWNS - RELIEF OF INJURED AND DECEASED
FIREFIGHTERS AND POLICE OFFICERS

Introduced By: Senators Archambault, Ciccone, Conley, Hodgson, and Ruggerio

Date Introduced: February 12, 2014

Referred To: Senate Judiciary

It is enacted by the General Assembly as follows:

1 SECTION 1. Section 45-19-1 of the General Laws in Chapter 45-19 entitled "Relief of
2 Injured and Deceased Fire Fighters and Police Officers" is hereby amended to read as follows:
3 **45-19-1. Salary payment during line of duty illness or injury.** -- (a) Whenever any
4 police officer of the Rhode Island Airport Corporation or whenever any police officer, fire
5 fighter, crash rescue crewperson, fire marshal, chief deputy fire marshal, or deputy fire marshal of
6 any city, town, fire district, or the state of Rhode Island is wholly or partially incapacitated by
7 reason of injuries received or sickness contracted in the performance of his or her duties or due to
8 their rendering of emergency assistance within the physical boundaries of the state of Rhode
9 Island at any occurrence involving the protection or rescue of human life which necessitates that
10 they respond in a professional capacity when they would normally be considered by their
11 employer to be officially off-duty, the respective city, town, fire district, state of Rhode Island or
12 Rhode Island Airport Corporation by which the police officer, fire fighter, crash rescue
13 crewperson, fire marshal, chief deputy fire marshal, or deputy fire marshal, is employed, shall,
14 during the period of the incapacity, pay the police officer, fire fighter, crash rescue crewperson,
15 fire marshal, chief deputy fire marshal, or deputy fire marshal, the salary or wage and benefits to
16 which the police officer, fire fighter, crash rescue crewperson, fire marshal, chief deputy fire
17 marshal, or deputy fire marshal, would be entitled had he or she not been incapacitated, and shall
18 pay the medical, surgical, dental, optical, or other attendance, or treatment, nurses, and hospital

1 services, medicines, crutches, and apparatus for the necessary period, except that if any city,
2 town, fire district, the state of Rhode Island or Rhode Island Airport Corporation provides the
3 police officer, fire fighter, crash rescue crewperson, fire marshal, chief deputy fire marshal, or
4 deputy fire marshal, with insurance coverage for the related treatment, services, or equipment,
5 then the city, town, fire district, the state of Rhode Island or Rhode Island Airport Corporation is
6 only obligated to pay the difference between the maximum amount allowable under the insurance
7 coverage and the actual cost of the treatment, service, or equipment. In addition, the cities, towns,
8 fire districts, the state of Rhode Island or Rhode Island Airport Corporation shall pay all similar
9 expenses incurred by a member who has been placed on a disability pension and suffers a
10 recurrence of the injury or illness that dictated his or her disability retirement, subject to the
11 provisions of subsection (j) herein.

12 (b) As used in this section, "police officer" means and includes any chief or other
13 member of the police department of any city or town regularly employed at a fixed salary or wage
14 and any deputy sheriff, member of the fugitive task force, or capitol police officer, permanent
15 environmental police officer or criminal investigator of the department of environmental
16 management, or airport police officer, [or campus police officer appointed by the Rhode Island](#)
17 [board of education](#).

18 (c) As used in this section, "fire fighter" means and includes any chief or other member
19 of the fire department or rescue personnel of any city, town, or fire district, and any person
20 employed as a member of the fire department of the town of North Smithfield, or fire department
21 or district in any city or town.

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

25 (e) As used in this section, "fire marshal," "chief deputy fire marshal", and "deputy fire
26 marshal" mean and include the fire marshal, chief deputy fire marshal, and deputy fire marshals
27 regularly employed by the state of Rhode Island pursuant to the provisions of chapter 28.2 of title
28 23.

29 (f) Any person employed by the state of Rhode Island, except for sworn employees of
30 the Rhode Island State Police, who is otherwise entitled to the benefits of chapter 19 of this title
31 shall be subject to the provisions of chapters 29 -- 38 of title 28 for all case management
32 procedures and dispute resolution for all benefits.

33 (g) In order to receive the benefits provided for under this section, a police officer or
34 firefighter must prove to their employer that he or she had reasonable grounds to believe that

1 there was an emergency which required an immediate need for their assistance for the protection
2 or rescue of human life.

3 (h) Any claims to the benefits provided for under this section resulting from the
4 rendering of emergency assistance in the state of Rhode Island at any occurrence involving the
5 protection or rescue of human life while off-duty, shall first require those covered by this section
6 to submit a sworn declaration to their employer attesting to the date, time, place and nature of the
7 event involving the protection or rescue of human life causing the professional assistance to be
8 rendered and the cause and nature of any injuries sustained in the protection or rescue of human
9 life. Sworn declarations shall also be required from any available witness to the alleged
10 emergency involving the protection or rescue of human life.

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

12 "Under penalty of perjury, I declare and affirm that I have examined this declaration,
13 including any accompanying schedules and statements, and that all statements contained herein
14 are true and correct."

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

30 (1) If a person with injured on duty status fails to apply for an accidental disability
31 retirement allowance from the state retirement board within the time frame set forth above, that
32 person's injured on duty payment shall terminate. Further, any person suffering a static and
33 incapacitating injury as set forth in subsection (j) above and who fails to apply for an accidental
34 disability benefit allowance as set forth in subsection (j) shall have his or her injured on duty

1 payment terminated.

2 (2) A person who so applies shall continue to receive injured on duty payments, and the
3 right to continue to receive IOD payments of a person who so applies shall terminate in the event
4 of a final ruling of the workers compensation court allowing accidental disability benefits.
5 Nothing herein shall be construed to limit or alter any and all rights of the parties with respect to
6 independent medical examination or otherwise, as set forth in the applicable collective bargaining
7 agreement.

8 SECTION 2. Section 42-28.6-1 of the General Laws in Chapter 42-28.6 entitled "Law
9 Enforcement Officers' Bill of Rights" is hereby amended to read as follows:

10 **42-28.6-1. Definitions -- Payment of legal fees.** -- As used in this chapter, the following
11 words have the meanings indicated:

12 (1) "Law enforcement officer" means any permanently employed city or town police
13 officer, state police officer, permanent law enforcement officer of the department of
14 environmental management, [campus police officer appointed by the Rhode Island board of](#)
15 [education](#), or those employees of the airport corporation of Rhode Island who have been granted
16 the authority to arrest by the director of said corporation. However this shall not include the chief
17 of police and/or the highest ranking sworn officer of any of the departments including the director
18 and deputy director of the airport corporation of Rhode Island.

19 (2) (i) "Hearing committee" means a committee which is authorized to hold a hearing on
20 a complaint against a law enforcement officer and which consists of three (3) active or retired law
21 enforcement officers from within the state of Rhode Island, other than chiefs of police, who have
22 had no part in the investigation or interrogation of the law enforcement officer. The committee
23 shall be composed of three (3) members; one member selected by the chief or the highest ranking
24 officer of the law enforcement agency, one member selected by the aggrieved law enforcement
25 officer and the third member shall be selected by the other two (2) members. In the event that the
26 other two (2) members are unable to agree within five (5) days, then either member will make
27 application to the presiding justice of the superior court and the presiding justice shall appoint the
28 third member who shall be an active law enforcement officer. Upon written application by a
29 majority of the hearing committee, the presiding justice, in his or her discretion, may also appoint
30 legal counsel to assist the hearing committee.

31 (ii) The law enforcement agency and the law enforcement officer under investigation
32 shall each be responsible to pay fifty percent (50%) of the legal fee of the appointed legal counsel
33 for the hearing committee; provided, however, that on motion made by either party, the presiding
34 justice shall have the authority to make a different disposition as to what each party is required to

1 pay toward the appointed legal counsel's legal fee.

2 (3) "Hearing" means any meeting in the course of an investigatory proceeding, other than
3 an interrogation at which no testimony is taken under oath, conducted by a hearing committee for
4 the purpose of taking or adducing testimony or receiving evidence.

5 SECTION 3. This act shall take effect upon passage.

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EXPLANATION
BY THE LEGISLATIVE COUNCIL
OF

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RELATING TO CITIES AND TOWNS - RELIEF OF INJURED AND DECEASED
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1 This act would include campus police officers appointed by the Rhode Island Board of
2 Education in the definition of “police officer” for purposes of injured on duty benefits and in the
3 definition of “law enforcement officer” for purposes of the Law Enforcement Officers’ Bill of
4 Rights.

5 This act would take effect upon passage.

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