

Mr. John T. O'Malley, Executive Secretary, Board of Fire Commissioners (continued)

"Sec. 12 - Any member of the Fire Department of the City of Baltimore receiving injury or becoming disabled, while in the discharge of his duties, so as to prevent him from following his daily occupation or attending to his duties as a member of said department, such member shall for the space of 12 months, provided his disability shall last that time, receive his annual salary."

You ask whether a man allowed maximum leave of absence and returned to duty can claim additional time for treatment and convalescence. Article 9, Section 3, spells out the time allowable for sickness as being 6 months. We do not believe that this time can be extended for the same illness or injury for a member falling within this category.

"Such sickness," taken in context, would seem to indicate that the 6 months period includes all non-service-connected sicknesses. This would not apply, however, where a non-service-connected illness is additionally imposed upon a service-connected injury. In that case, we believe that the maximum time off in each of the categories under Sections 3 and 12, should be accumulated, and he would be entitled to a maximum of 18 months.

You ask whether you can require a member to sign a waiver before returning to duty, wherein his rights may be reduced. We do not believe that this would be necessary in view of the fact that the Sections above quoted are granted to him by law, so that any agreement decreasing his rights would be open to serious question, unless adequate consideration was shown for such an agreement.

Very truly yours,

/s/

HUGO A. RICCIUTI
City Solicitor

/s/

IRVIN A. ADLER
Assistant City Solicitor

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