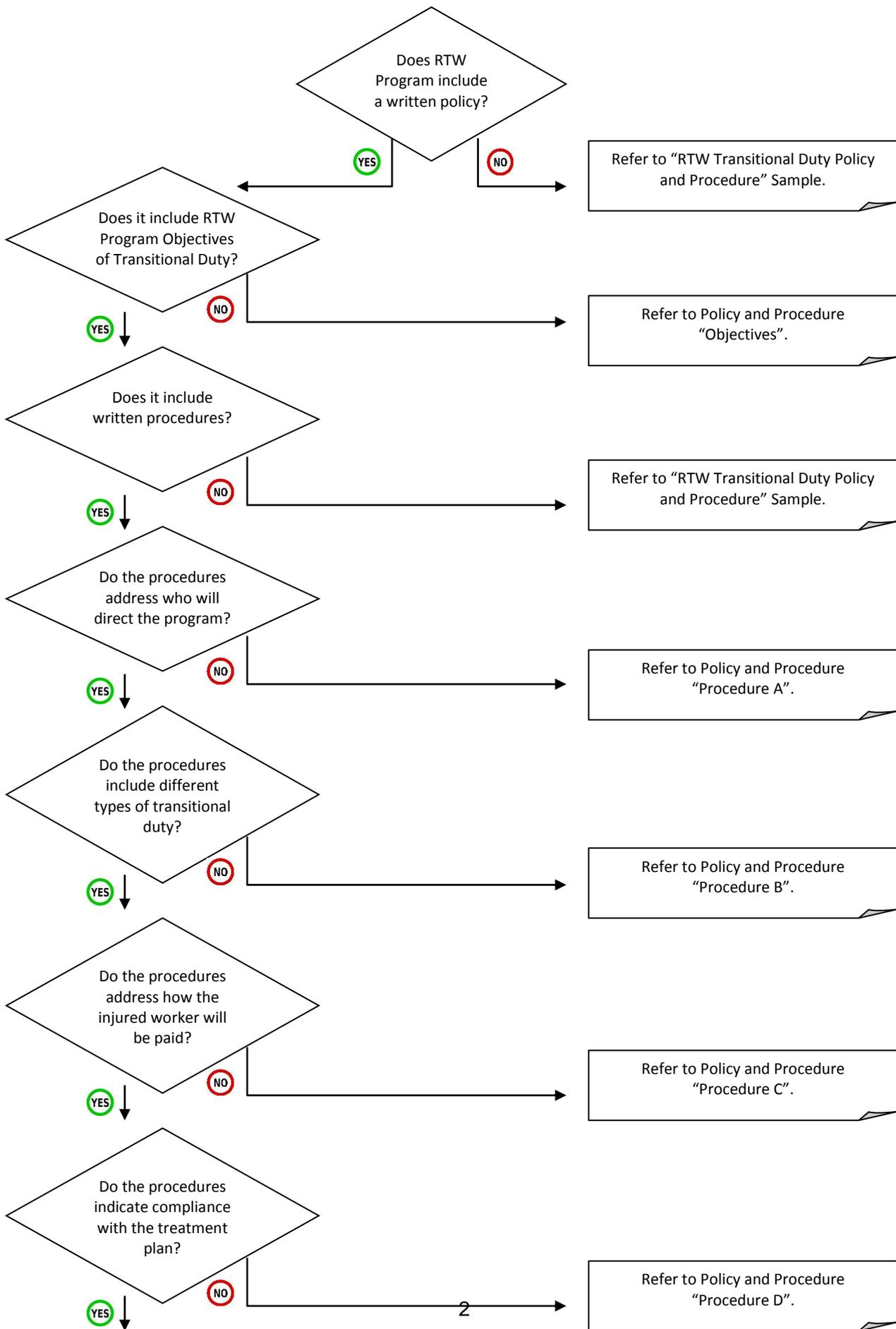
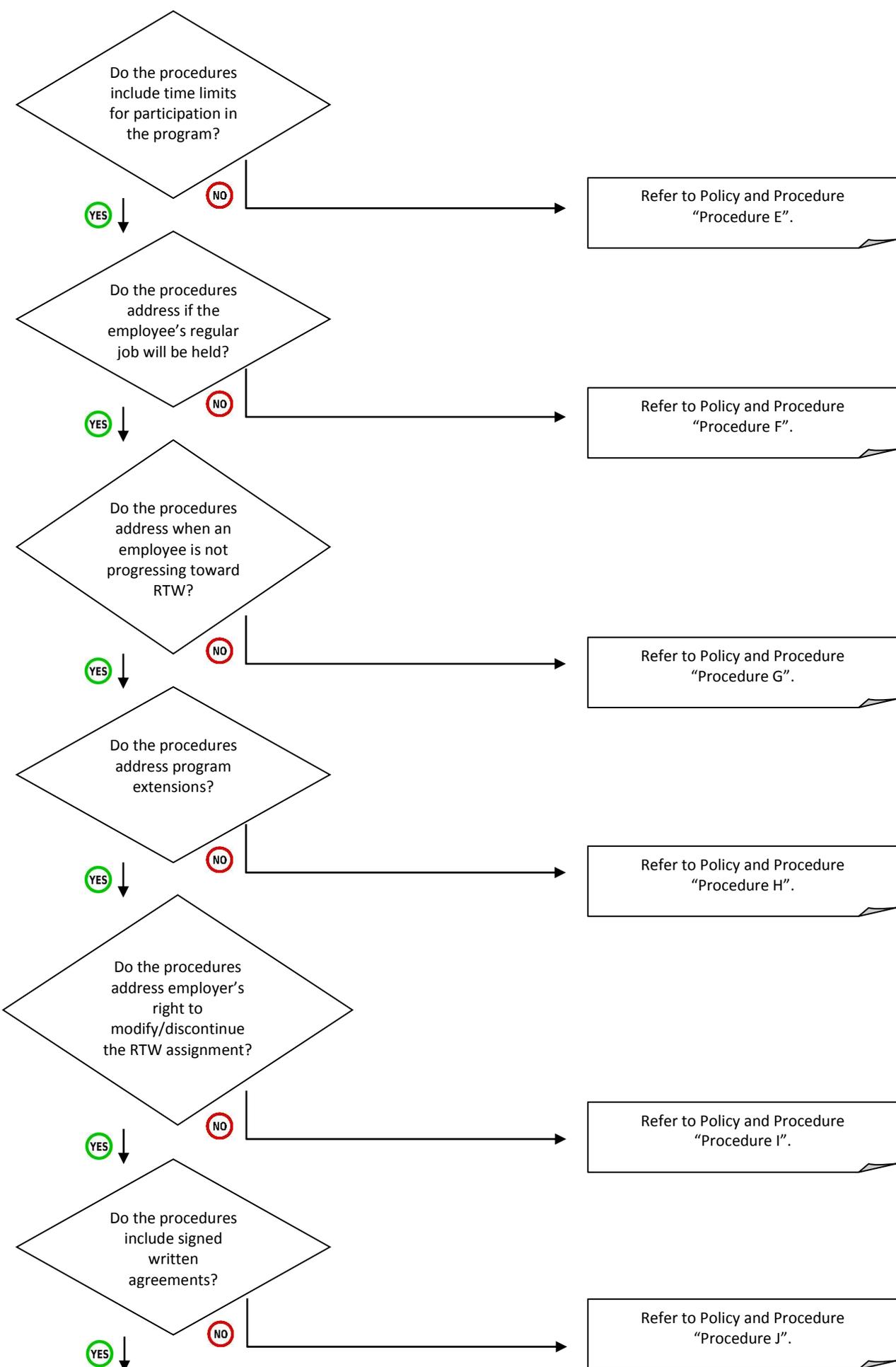


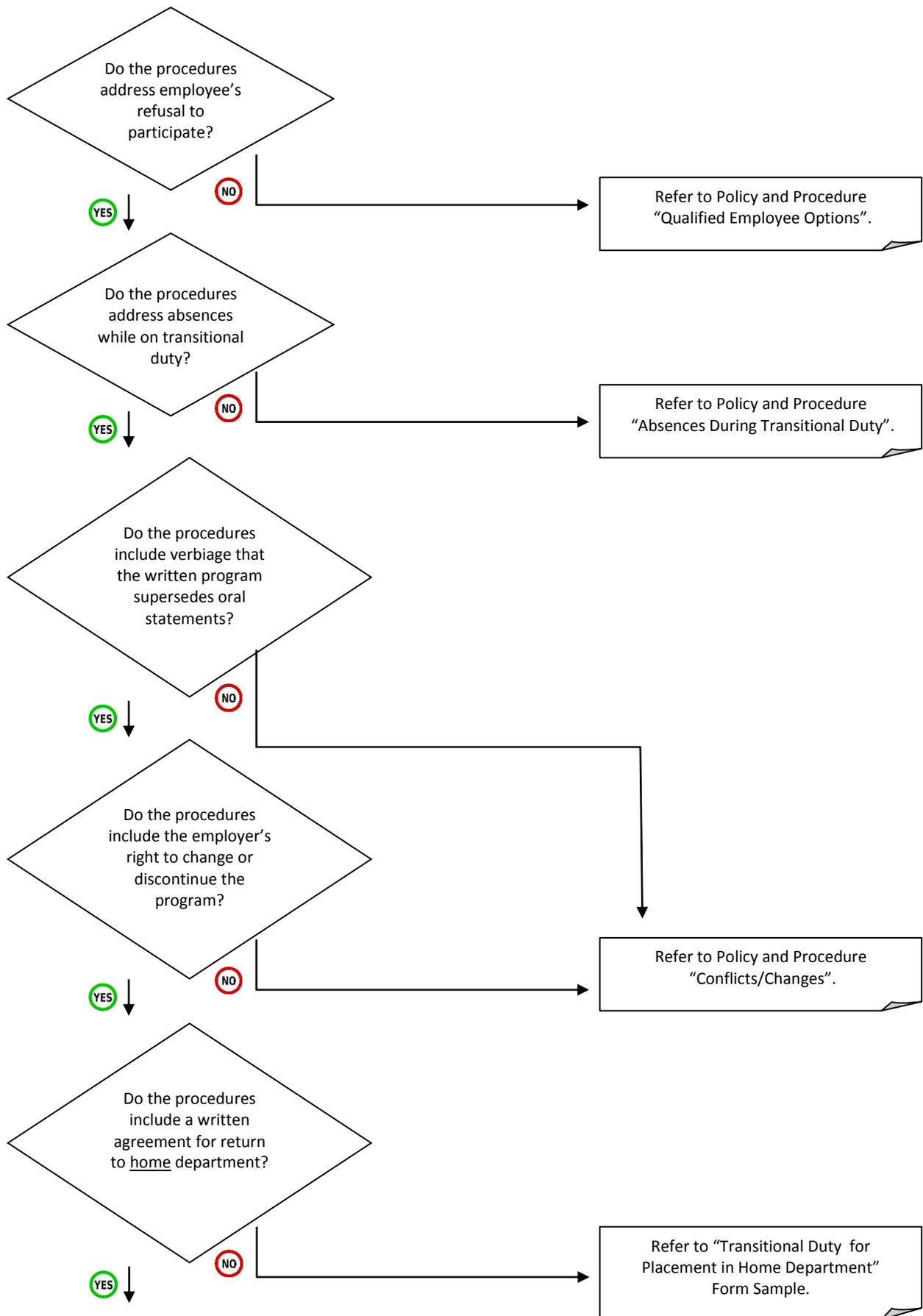


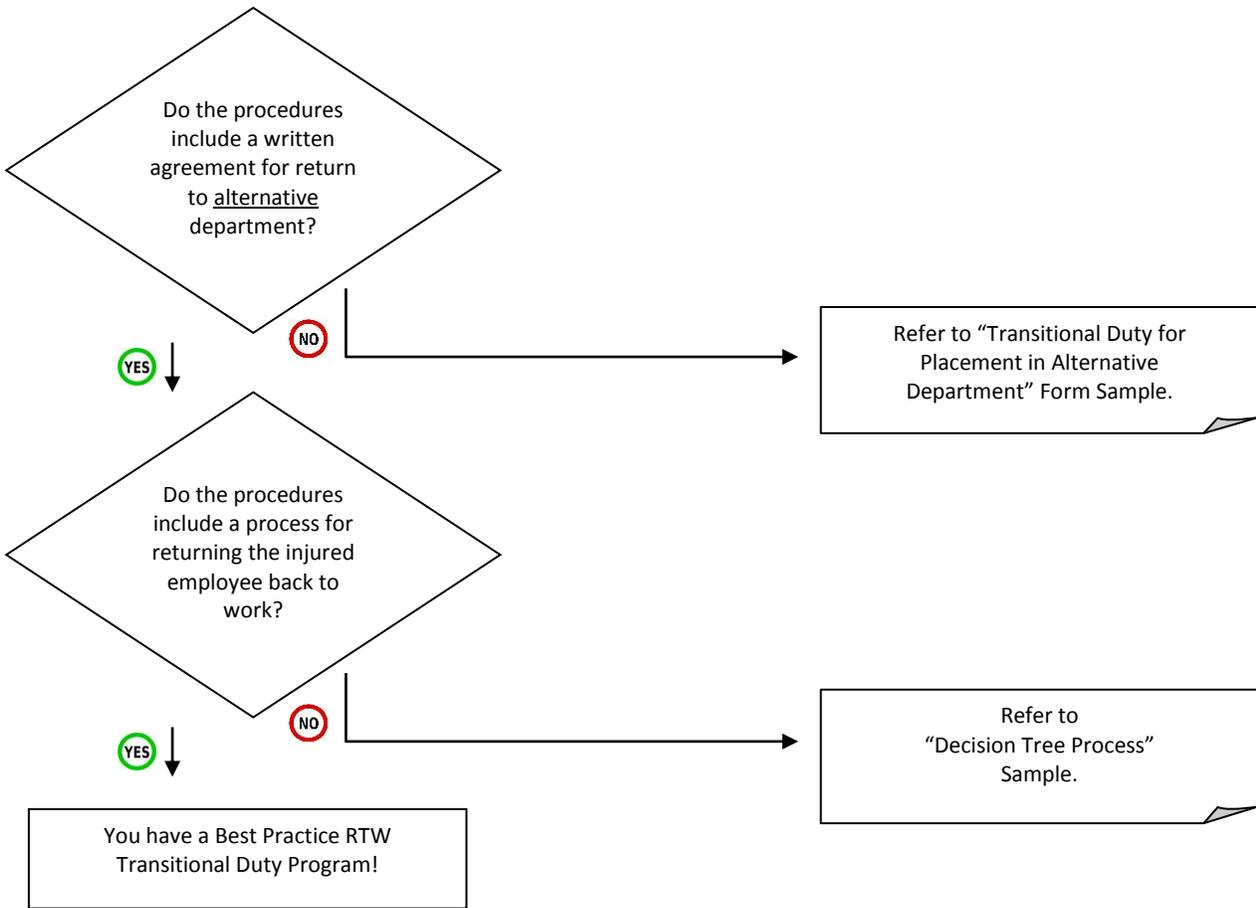
RETURN TO WORK Resource Kit

Return to Work—Transitional Duty Program









RTW Transitional Duty Policy and Procedure (Sample)

This policy provides alternate work for employees whose work-related injuries or illnesses temporarily prevent them from performing their regular assigned job duties.

Objectives

The company will make available a transitional duty assignment for qualified employees who are temporarily unable to perform their regular job duties. The transitional duty assignment is designed to:

- Facilitate prompt return to work.
- Act as progressive, on-the-job rehabilitation.
- Provide salary continuation.
- Reduce workers' compensation costs.
- Minimize lost productivity.
- Minimize costs associated with replacement workers and training.
- Reduce unnecessary litigation.

Procedures

- A. The workers' compensation coordinator (WCC) will determine the availability of transitional duties. If the company finds transitional duty work available and appropriate, the WCC will communicate the availability of the duties, nature of work, the designated department, and assigned hours to the qualified employee.
- B. Transitional duties, based on the restrictions established by the authorized treating physician and based on availability as determined by the company, may consist of any of the following:
 - Usual work with modification, in the employee's regular department
 - Different work in the employee's regular department
 - Different work in a different department
 - Temporarily created tasks/position
- C. A qualified employee participating in transitional duties will be paid at his or her regular normal rate or salary, which is applicable to his or her regular job classification as of the date of his or her work-related injury or illness. Any shift differential will be paid in accordance with the actual shift worked.
- D. A qualified employee, as a condition of participating in the transitional duty program, will be responsible for complying with the authorized treating physician's prescribed treatment plan and for contacting the WCC on a weekly basis, as well as honoring all authorized treating physician appointments.
- E. The goal of the transitional duty program is to facilitate the return of injured workers to their regular job duties as quickly and safely as possible. Transitional duty ceases when the qualified employee is released to full duties by his or her authorized treating physician. However, the term of transitional duty is not to exceed twelve (12) weeks.
- F. While the qualified employee is participating in the transitional duty program, the company will guarantee the reinstatement of the employee to his or her regular job for a maximum of twelve (12) weeks, provided the employee can perform the essential functions of his or her regular job with or without reasonable accommodation.

- G. Employees not making progress toward the goal of returning to his or her regular job, as deemed by the company, will be evaluated for continued participation in the transitional duty program.
- H. The company recognizes that, on occasion, a situation may arise whereby a qualified employee participating in the transitional duty program and progressing satisfactorily toward the goal of returning to their regular job will reach the maximum allowable timeframe (12 weeks). In these situations, and on a case-by-case basis, extensions to continuing participation in the transitional duty program may be granted at the discretion of the WCC or Human Resources. However, extensions of transitional duty beyond the initial 12-week period do not extend the guaranteed reinstatement to the employee's regular job.
- I. The company reserves the right, at any time, to modify or discontinue the transitional duty assignment.
- J. Qualified employees participating in the transitional duty program must sign the appropriate Transitional Duty Agreement.

Qualified Employee Options

At the time an employee becomes a qualified employee, the company may offer the employee an opportunity to participate in the transitional duty program. If the qualified employee chooses not to participate in the transitional duty program offered by the company, the company may not be obligated to pay state workers' compensation benefits for lost wages. This will be effective as of the date the employee elects not to participate.

Absences During Transitional Duty

Qualified employees participating in the transitional duty program are expected to report any absences to their transitional duty supervisor and to the WCC.

- A. Employees with an absence related to the occupational injury/illness must be evaluated by the authorized treating physician on the day of the absence or as soon as feasible before being allowed to return to transitional duty.
- B. Employees requesting time off unrelated to the occupational injury/illness may do so in accordance with Human Resources policies. However, workers' compensation lost time benefits will not be paid during this period.
- C. Employees continue to remain subject to all attendance policies during a transitional duty assignment.

Conflicts/Changes

If any statements contained in these procedures are in conflict with or contradict any oral conversations that have been made by any representative of the company, the terms contained in these written procedures shall override any oral statements made.

The company reserves the right to change or discontinue the transitional duty program at any time for any reason.

Modified: MM/DD/YYYY

Disclaimer: This sample policy is provided for guidance only and is not guaranteed for accuracy and legality in your particular jurisdiction. Please seek legal assistance, or assistance from state, federal, or governmental resources, to make certain your legal interpretation and decisions are accurate.

Transitional Duty for Placement in Home Department (Sample)

Due to your restrictions as a result of a work-related injury or illness, you will enter our Transitional Duty Program. This program provides positions for employees temporarily restricted from performing their regular duties. We are pleased to let you know that your home department will be able to accommodate your restrictions.

1. Your initial transitional duty assignment will be as follows:

Date: _____ Department: _____ Supervisor: _____

Schedule: _____

Restrictions: _____

2. While on transitional duty, you will earn the same wages you were earning before your injury.
3. You must notify your transitional duty supervisor of all scheduled absences, as well as any other time off of work. You are subject to all (Company Name) policies and procedures while on transitional duty.
4. You must provide the authorized treating physician's statement of work restrictions to your transitional duty supervisor after each appointment.
5. You will be expected to keep all scheduled appointments that relate to your injury/illness, as well as adhere to the work schedule you are assigned.
6. You are required to contact your transitional duty supervisor if you are unable to come to work. At that time, (Company Name) will assess the need for you to be seen by your treating physician.
7. You will remain in the transitional duty program until you have been released to full duty, your authorized treating physician requests your removal from the program, or you have reached the maximum allowed by the program. You may not remove yourself from the program without prior authorization.
8. This assignment will be re-evaluated every thirty (30) days during your period of transitional duty. If you are not released to return to full duty by your authorized treating physician at the end of the allowable transitional duty period, you may be removed from the program.
9. Since transitional duty is a temporary assignment, it may be necessary to change the work assignment as your restrictions or as work situations change. (Company Name) reserves the right to remove anyone from participation in the transitional duty program.

I will be your primary contact while you are on transitional duty. You should notify me if you have any questions concerning this program.

Supervisor Name: _____

Supervisor Signature: _____

Date: _____

Phone #: _____

I have read and understand the Transitional Duty Agreement and will comply with the guidelines outlined in this agreement.

Employee Name: _____

Employee Signature: _____

Date: _____

Transitional Duty for Placement in Alternative Department (Sample)

Due to your restrictions as a result of a work-related injury or illness, you will enter our Transitional Duty Program. This program provides positions for employees temporarily restricted from performing their regular duties. While your home department is unable to accommodate your restrictions, we are pleased to let you know that we have found an alternate department that will be able to accommodate your restrictions.

1. Your initial transitional duty assignment will be as follows:

Date: _____ Department: _____ Supervisor: _____

Schedule: _____

Restrictions: _____

2. While on transitional duty, you will earn the same wages you were earning before your injury.
3. You must notify your transitional duty supervisor of all scheduled absences as well as any other time off of work. You are subject to all (Company Name) policies and procedures while on transitional duty.
4. You must provide the authorized treating physician's statement of work restrictions to your transitional duty supervisor after each appointment.
5. You will be expected to keep all scheduled appointments that relate to your injury/illness as well as adhere to the work schedule you are assigned.
6. You are required to contact your transitional duty supervisor if you are unable to come to work. At that time, (Company Name) will assess the need for you to be seen by your treating physician.
7. You will remain in the transitional duty program until you have been released to full duty, your authorized treating physician requests your removal from the program, or you have reached the maximum allowed by the program. You may not remove yourself from the program without prior authorization.
8. This assignment will be re-evaluated every thirty (30) days during your period of transitional duty. If you are not released to return to full duty by your authorized treating physician at the end of the allowable transitional duty period, you may be removed from the program.
9. Since transitional duty is a temporary assignment, it may be necessary to change the work assignment as your restrictions or as work situations change. (Company Name) reserves the right to remove anyone from participation in the transitional duty program.

I will be your primary contact while you are on transitional duty. You should notify me if you have any questions concerning this program.
Supervisor Name: _____
Supervisor Signature: _____
Date: _____
Phone #: _____

I have read and understand the Transitional Duty Agreement and will comply with the guidelines outlined in this agreement.
Employee Name: _____
Employee Signature: _____
Date: _____

RTW Decision Tree Process (Sample)

