

City of Urbandale

Return to Work Policy



I. PURPOSE:

The City of Urbandale’s Return to Work Program provides temporary modified work, if available, at the earliest opportunity following an injury or illness, for employees who are unable to perform the routine job functions of their position.

This policy is intended to complement the rights of employees covered under the Americans with Disabilities Act (ADA), and the Americans with Disabilities Amendments Act (ADAA), or leave benefits under the Family and Medical Leave Act (FMLA). Questions or inquiries about the ADA, ADAA or FMLA should be directed to the Human Resources Department.

II. ELIGIBILITY:

An employee who becomes unable to temporarily perform the routine job functions of their position due to a work injury will be offered temporary modified work. The type and duration of modified duty work, and the location of that work is dependent upon the employee’s restriction and their department’s work available.

In addition, an employee who is unable to temporarily perform the routine functions of their position due to a personal illness, injury or disease may be offered temporary modified work on a case-by-case basis and is dependent upon the individual circumstances of the employee.

III. DEFINITIONS:

- A. **Modified Duty:** Is temporary work assignment(s) within the employee’s physical abilities, knowledge and skill (also commonly known as light duty or transitional duty).
- B. **Patient Status Report:** Is a form or note provided by a medical health professional that denotes the limitations or restrictions, and the duration of those limitations or restrictions, the employee must follow when returning to work.

IV. POLICY:

A. Objectives:

- 1. Provide procedures for administering modified duty assignments.
- 2. To return the employee to work as soon as possible to minimize lost time from work. The City of Urbandale can’t guarantee modified duty and is under no obligation to offer or create any specific position for the purpose of offering placement into such a position on modified duty.
- 3. To minimize financial hardship and emotional stress to the employee who has sustained an injury.

4. To retain qualified and experienced employees.
5. Maintain communication between all parties involved in an employee on modified duty.

B. Procedures:

1. Director of Risk Management/Support Services or their designee:
 - a. Reviews the patient status report and coordinates with the employee's supervisor to determine if modified duty is available in the department.
 - b. May contact the employee's medical provider as necessary to clarify work restrictions.
 - c. Fills out the Return to Work (RTW) Agreement (See Appendix A) and meets with the employee to review the Agreement.
 - d. Monitors on-going recovery, and the employee's modified work; and meets with the employee and/or the employee's supervisor as necessary.
2. Employee:
 - a. Provides necessary medical paperwork related to the injury and modified duty covered under this policy.
 - b. Reviews and signs the Return To Work (RTW) Agreement (See Appendix A).
 - c. Follows restrictions prescribed by the medical provider both while at work and off work.
 - d. Report immediately to their supervisor or the Director of Risk Management/Support Services or their designee, any work duties or activities that exceed their work restrictions or make their condition worse.
 - e. Inform their supervisor in advance of medical appointments.
 - f. Schedules work injury appointments (i.e. medical appointments, physical therapy or testing, etc.) during normal work hours or adjusts their schedule, with supervisor approval, to avoid or limit overtime.
 - g. Schedules non work injury appointments during non-work hours.
 - h. Provides a copy of the patient status report to their supervisor after every appointment.
3. Modified Duty Refusal:

Work injury employees have the right to refuse modified duty work, and that refusal could affect their workers' compensation or applicable statutory benefits. In the event an employee refuses modified duty work, which is within the restrictions identified by their medical provider, the City of Urbandale will notify the insurance provider of the employee's refusal for modified duty work. Benefits

could also be impacted under the *Code of Iowa, Chapter 85*, and/or the City of Urbandale Employee Handbook.

4. Modified Duty Conclusion:

If at the end of modified duty, the employee can perform their regular routine job functions with or without reasonable accommodation, then the employee may return to their regular position.

If at the end of modified duty, the employee is not able to perform their regular job duties with or without reasonable accommodation, the City of Urbandale will review the employee's medical condition and determine whether the employee is a qualified individual with a disability, and whether the employee's work restrictions can be reasonably accommodated.

If no reasonable accommodation is available, the City of Urbandale will follow its procedures outlined in the Employee Handbook, which could include up to termination of employment.

Appendix A – Return-To-Work Agreement

I understand a modified duty work assignment that complies with my temporary work restrictions, as identified by my medical provider, is being offered to me.

I understand that if I may be eligible for leave under the Family Medical Leave Act (FMLA), which provides covered employees protected leave. I also understand that I may lose my eligibility for certain workers' compensation or applicable statutory benefits for rejection of the modified duty assignment.

I understand this offer is for a temporary period.

I agree to follow the work restrictions as prescribed by my medical provider and understand that I need to adhere to the agreed temporary restrictions and accommodations, which may apply both at work and at non-work locations. I also understand that if I am asked to perform any work assignments or activities that exceed my work restrictions, I will immediately report the situation to my direct supervisor or to the Director of Risk Management/Support Services or their designee, and that I will not perform these activities. Furthermore, I will immediately report to my direct supervisor if any of the work restrictions cause me discomfort or make my medical condition worse.

I understand that I should schedule work related injury appointments during work hours and any non-work-related injury appointments during non-work hours. If I am unable to do so, I understand that I need to inform my supervisor in advance of the appointment date. I understand that my injury may qualify for Family Medical Leave Act (FMLA) and it is my responsibility to comply with the City of Urbandale's FMLA policy.

I also understand that it is my responsibility to provide my supervisor with current patient status reports after each appointment.

I understand that a temporary modified duty assignment will be periodically reviewed and will not normally exceed 90 calendar days with a maximum extension of an additional 90 calendar days. This does not imply entitlement to a permanently modified position.

The City of Urbandale follows the provisions of the Americans with Disabilities Act (ADA) and the Iowa Civil Rights Act (ICRA). If the employee believes they are disabled within the meaning of the ADA or ICRA, then they should discuss that belief with Human Resources. The City of Urbandale will engage in an interactive process with the employee to determine whether the City can reasonably accommodate the employee. If such accommodation is not reasonable or constitutes an undue hardship, then other reasonable accommodation such as placement in vacant jobs where the employee is qualified, or an appropriate leave of absence may be considered.

The work restrictions and accommodation were reviewed with the employee on:

Yes, I understand this agreement and I accept this work. I will comply with restrictions as prescribed by my medical provider.

No, I understand this agreement and I do not accept modified duty. I understand that refusal of this modified duty work offer may adversely affect my worker's compensation benefits, if applicable.

I refuse this offer of modified duty work because:

Employee's Signature

Date

Supervisor's Signature

Date