



**STANISLAUS COUNTY  
PERSONNEL MANUAL  
TEMPORARY MODIFIED RETURN TO WORK PROGRAM**

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**MISSION STATEMENT**

The mission of the Stanislaus County Temporary Modified Return to Work Program is to provide **temporary** job accommodations to **temporarily** injured or ill employees regardless if the injury or illness occurred on or off the job. The program is intended to provide an opportunity for the temporarily disabled employee to continue working in a job that is physically appropriate.

**DEFINITIONS**

***Accepted Medical Provider:***

- Any person (other than a relative of the disabled employee) who is properly licensed and recognized by the law of the state in which treatment is received, qualified to treat the illness or injury, and is providing treatment and care that is necessary to resolve the physical or mental condition. In the case of a work related injury or illness, the physician must be the treating physician of record on the active workers compensation claim file.

***Normal Assignment:***

- The assigned classification and duties at the time of the injury or illness.

***Part Time Work:***

- Work performed by an employee which is less than the standard workday, workweek or work month, and consistent with section 3.16.020 – Regular Part-time Appointment, as set forth in the Stanislaus County Personnel Policies manual.

***Reasonable Accommodation:***

- Any cost effective modification to a job application process that enables a qualified disabled individual (as defined by the American's with Disabilities Act) to be considered for an alternate position, and/or;
- Any cost effective modification to the work environment, or to the manner or circumstances under which the position is customarily performed, that enables a qualified disabled person to perform the essential functions of an alternate position, and/or;
- Any cost-effective modification, which enables a disabled employee to enjoy the same employment benefits as non-disabled employees.

- To be relieved of the obligation to provide a reasonable accommodation the department must establish as an affirmative defense that the particular accommodation imposes an undue hardship.

### **APPLICABILITY**

The Modified Return to Work Program is available to all Stanislaus County employees who are injured or become ill on or off the job. The County of Stanislaus will consider modifications to the employee's current job assignment or an alternate assignment either in the employee's home department or an alternate department. Modified Duty assignments will be considered based on the opinion of the Accepted Medical Provider. It is the intent of this policy to provide an opportunity for the temporarily disabled employee to continue working in a job that is permitted by the injury or illness, and ultimately to return to full employment that will accommodate the physical limitations of the employee.

### **PARTICIPATION**

Participation is mandatory for those employees who meet the program criteria. Mandatory participation relates to the requirement that the employee's supervisor, departmental Injury Management Coordinator and Department Head must cooperate with the Disability Management Unit of the CEO-Risk Management Division in identifying and placing that employee.

### **PROGRAM CRITERIA**

A temporary modified duty assignment shall be offered when the following conditions are met:

1. There is work, part time or full time, to be performed, as determined by the injured employee's Department Head or designee or another department can provide a suitable modified duty assignment.
2. The work can be performed within the medical limitations and restrictions identified by the Accepted Medical Provider.

### **PROGRAM DURATION**

Temporary Modified, limited or restricted work is intended to be a **temporary** job placement during recovery from a **temporary** disability due to an injury or illness. The Modified Return to Work Program involves **temporary** work assignments that will be identified and arranged by the Department Head(s) or designee(s). Modified duty will be discontinued upon the employee being released by the Accepted Medical Provider to return to regular full duty, or upon completion of a maximum 90-calendar days from the time the employee returns to work in the modified duty assignment, whichever occurs first. The Department Head or designee shall review all cases where the employee has not been released to full duty within the 90-calendar day period and determine if an extension of the modified duty assignment is possible. If it is determined that the employee is unable to be released to full duty within the subsequent 90-

calendar days, the Department Head or designee reserves the right to extend modified duty as appropriate.

### **PROGRAM INCENTIVES**

1. An employee will be returned to full-unrestricted duty to his or her regular position upon receipt of a written release from the Accepted Medical Provider.
2. An employee will be paid the same hourly rate of pay during a modified duty assignment as paid in his or her regular classification at the time of the injury or illness. It is not the County's intent to assign an employee the full range of duties of a higher classification.
3. Sick leave, vacation leave and other benefits will continue to accrue while on modified duty assignment, consistent with existing policy or MOU provisions.
4. The employee's home department will be responsible for the employee's payroll. The department to which the employee is assigned will be responsible for providing supervision and maintaining time sheets during the modified duty assignment. Time sheets will be submitted to the employee's supervisor for verification and payroll processing.
5. The initial and any subsequent modified duty assignments shall be for a maximum of ninety (90) calendar days from the date an employee returns to work in a modified duty assignment. At the end of the ninety (90) calendar day period, or sooner if conditions warrant, the modified duty assignment shall be reviewed by the Department Head(s) or designee in consultation with the Disability Management Unit of the CEO-Risk Management Division and Chief Executive Office staff to determine appropriate action. Extending modified duty beyond ninety (90) days is subject to the department head's discretion in consultation with the Disability Management Unit of the CEO-Risk Management Division.

### **PROGRAM COORDINATION**

1. An employee must provide the Department Head with written work restrictions including prognosis from an Accepted Medical Provider.
2. The Disability Management Unit of the CEO-Risk Management Division will provide the Accepted Medical Provider with a Physician Work Capacity Report form and written job description. The Accepted Medical Provider will complete and return the Physician Work Capacity Report form listing any work preclusions the employee is to follow during the employee's convalescence or rehabilitation. The Disability Management Unit of the CEO-Risk Management Division will submit the Physician Work Capacity Report form to the Department Head or designee along with a Medical Work Restriction Agreement. In the event the Modified Duty Evaluation and Medical Work Restriction Agreement are not received, no modified work is to be authorized. The Disability Management Unit of the CEO-Risk Management Division will continuously evaluate all modified duty assignments.

3. Approval for an employee to return to work in any modified duty assignment must be granted by the Department Head (s) in consultation with the Disability Management Unit of the CEO-Risk Management Division.
4. Such approvals shall be based on the ability of the employee to perform the essential functions of the assignment within the restrictions imposed by the Accepted Medical Provider and without aggravating the existing injury or illness or cause an exacerbation of the injury or illness based on the Accepted Medical Provider's evaluation.
5. A modified duty assignment should fulfill, to the extent possible, the tasks and duties of the employee's regular duty assignment and / or enable other employees to perform other duties.
6. Based on the Accepted Medical Provider's written opinion, employees may be offered modified return to work positions, as identified through this program, to any work, which accommodates their restrictions. **Failure to accept modified duty assignment and return to work may result in the loss of temporary workers' compensation benefits.** As an alternative in such circumstances, the employee may request the use of sick leave, vacation or an unpaid leave of absence, and Family Medical Leave subject to the department head's approval.

### **CONFIDENTIALITY**

Confidentiality shall be assured for all files handled.

**On the Job Injury/Illness**  
*Workers' Compensation*

**Off the Job Injury/Illness**

**MEDICAL WORK RESTRICTION AGREEMENT**

Medical Work Restriction for: \_\_\_\_\_

Today's date \_\_\_\_\_

Department & Contact: \_\_\_\_\_

Phone No# \_\_\_\_\_

Date of Injury: \_\_\_\_\_

Claim No#: \_\_\_\_\_

Effective: \_\_\_\_\_

Your doctor has placed the following medical work restrictions on your activities:

- 
- 
- 
- 

Affected Body part:

The above restriction is temporary until:

Next doctor appointment: Date:

Time:

**(Please provide) \*current work status reports are necessary to avoid interruption in benefit payments**

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**EMPLOYEE AGREEMENT TO MEDICAL WORK RESTRICTON(S)**

*I, the undersigned, have been advised that medical restrictions have been placed on my activities while performing duties within the scope of my employment. I have read and understand the medical restrictions as detailed above. I further understand that it is my responsibility not to violate these restrictions. I further understand and agree that if a supervisor requests that I perform duties that would violate these restrictions; I will immediately advise that supervisor and other management, if necessary, of my restrictions. I further agree to keep my scheduled doctor appointments and keep my supervisor informed in the event my doctor changes these restrictions.*

**I acknowledge that time away from work to attend doctor appointments, medical treatment appointments and physical therapy appointments is not compensible through Workers' Compensation or through payroll. Sick time or vacation-used-as-sick time may be used, if accruals are available.**

**Supervisor: If this employee loses time due to this injury/illness, please fax time cards to 525-5779.**

Can Accommodate

Can Not Accommodate

\_\_\_\_\_  
*Signature of Employee*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature of Supervisor*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Print Supervisor's Name*

\_\_\_\_\_  
*Phone Number*

## MEDICAL WORK RESTRICTION AGREEMENTS

Policy: Employees who are placed on a medical work restriction shall be required to complete the Medical Work Restriction Agreement to ensure that their activity does not go beyond the limits placed upon them by their medical provider.

Employee: Provide supervisor with doctor statement.

Supervisor:

- A. Counsel the employee that it is their responsibility to **submit a work status slip after each and every doctor visit**. Should the employee fail to submit a current work status slip his or her Workers' Compensation benefits may be impacted.
- B. If medical statement indicates a work restriction, supervisor shall have employee sign Medical Restriction Agreement.
- C. Forward original doctor statement and Medical Work Restriction to Departmental Personnel Unit.

Personnel:

- A. File a copy of the doctor statement and agreement in employee's medical file.
- B. Original doctor statement and agreement shall be sent to the Disability Management Unit of the CEO-Risk Management. Copies of document will be placed in employee medical file(s) indicated in (A) above.
- C. If medical statement is received by the Disability Management Unit of the CEO-Risk Management Division without the signed agreement being attached the supervisor will be contacted to complete the agreement.

**When working a reduced work schedule - please fax weekly time cards to the CEO-Risk Management Division at 525-5779 to avoid unnecessary delay in benefit payments.**