(Company Name)

Return-To-Work Program

###### Policy

The health and welfare of our employees is a top priority for our company. When one of our employees experiences a work-related injury or illness, we are committed to assisting employees to return to work as soon as possible.

We have implemented a Return-to-Work program that is designed to help return injured employees back to productive work quickly and aid in the healing process. The program depends on the team effort of the employee, supervisors, our insurance company, the treating healthcare provider, and company management.

Our Return-to-Work program incorporates temporary, transitional-duty jobs that consist of some type of modification to the original job, a different job, or several part-time tasks combined into one job. At management’s discretion, and to the extent the employee’s physical limitations and company operations permit, a transitional-duty job may be provided until the treating healthcare provider releases our employee to his or her full, regular work.

Through this program, the company will help the injured employee recover at a more rapid rate and minimize employee wage loss. At the same time, the company benefits from having our employees providing a service and contributing to the overall productivity of our business.

For additional information regarding our Return –To-Work Program, contact your direct supervisor or manager.

Employee Signature

Employee Name Printed

Date

###### Objectives

The Objectives of our Return-to-Work Program are to:

* Provide guidelines for administering early-return-to-work assignments;
* Assure employee welfare and job security by providing our employees with an opportunity to continue as valuable members of our team while recovering from a work related injury;
* Promote speedy recovery and rehabilitate our employee to a normal work status as effectively and as quickly as possible while keeping the employees’ work patterns and income consistent;
* Complete the essential tasks of the employee’s job function;
* Maintain communication among all parties to ensure quality medical care and to manage claim costs.

**Scope and Conditions**

This program applies to all employees of the company who have an injury or illness that is compensable under the Workers’ Compensation Laws of the Michigan and that precludes the employee from performing any part of their normal work assignment, or anything less than, their normal work assignment.

Under the following conditions, the company will endeavor to provide transitional, modified duty to an employee who has experienced a work-related injury or illness:

1. The Company has productive, meaningful and manageable part-time or full-time work available, as determined by the Company. This may include volunteer activities at local non-profit facilities.
2. The medical restrictions imposed by the treating healthcare provider are objective and have been clearly communicated to the Company.
3. The Company has had an opportunity to match the medical restrictions to a modified job/task(s).
4. The injured employee is able to perform available work in a manner that is cost effective, as determined by the Company.
5. The work can be performed safely within the medical restrictions and limitations identified by an appropriate healthcare provider.

###### Procedures

Since work-related injuries and illnesses can result in varying degrees of disability, the company will consider both the degree of disability and the nature of the transitional work assignment in question. The Return-to-Work Program will address the following types of disability:

Temporary Partial Disability – The employee can eventually return to full capacity, but for a period of time cannot perform their normal duties at all or can only do limited types of work or work for a limited amount of time.

Temporary Total Disability – The employee cannot work but can eventually return to work with full or partial recovery.

Permanent Partial Disability – The employee is permanently and partially disabled, having achieved maximum possible improvement but not a full recovery.

The company will determine, based on the capabilities of the injured employee (as communicated by the treating healthcare provider) and the availability of work, if a transitional job assignment is available and if the employee is capable of performing the specific type of work involved. The company reserves the right to assign and transfer the injured employee to different jobs and will use the following guidelines to determine pay based on the work being performed:

Partial Disability

If the nature of the work-related disability is such that the employee can perform, to the company’s satisfaction, their normal job assignment, they will be returned to their normal assignment and receive their normal rate of pay.

If due to the nature of the work-related disability the employee cannot satisfactorily perform their normal work assignments, but can perform other predetermined tasks, they will be paid at an appropriate rate that is not more than their normal rate of pay and not more than incumbents in that job. If the rate of pay is less than their regular earnings, the difference will be paid through workers’ compensation benefits subject to jurisdictional requirements and limitations.

When an employee is placed in a transitional duty assignment, the position they previously occupied may be assigned on a temporary basis. If the employee cannot return to their normal job assignment, that position will be posted as an available opening.

When the treating healthcare provider releases the employee to return to full time, full duty, they shall return to any available position that, at the discretion of the company, they are able to perform in a satisfactory manner.

Total Disability

When the treating healthcare provider determines that a work related injury or illness precludes the employee from performing any work, they will be placed on workers’ compensation disability leave. The employee will remain on leave until their condition reaches a point at which they can be returned to full time and full duty, or to a modified duty position.

If the position the employee normally performs is essential to maintaining normal operations, it may be assigned on a temporary basis. If, after the employee cannot return to that position on a full time, full duty basis, the position will be posted as an available permanent position if it is going to be filled on a full time, full duty basis.

When the treating healthcare provider releases the employee to return to full time, full duty, they may return to a position that is available and that they can perform in a satisfactory manner. The rate of compensation may be adjusted based on the prevailing range of the position, the employee’s previous level of compensation, or the demonstrated skills in the particular position.

###### Determination of Eligibility and Assignment of Transitional Modified Duty

Before the acceptance and start of Modified Duty or Workers’ Compensation benefits the;

1. Injured or ill employee must present to a company representative authorized by the injured employee to review protected medical information a written medical diagnosis and prognosis from the treating healthcare provider.
2. Company will communicate to the treating healthcare provider the availability of modified duty for the employee.
3. Company will provide to the treating healthcare provider a work status or modified duty evaluation form.
4. Treating healthcare provider will complete the work status or modified duty evaluation form and comment objectively on what medical restrictions apply and the employee “work ability”.
5. Medical restrictions will be reviewed and matched to available job tasks to develop the modified duty assignment
6. Company will authorize the modified duty assignment.
7. Modified duty will be assigned in a job in any department at management discretion.
8. Supervisor will confirm knowledge of the medical restrictions and the scope of the modified duty.
9. Employee will be trained in the modified duty job assignment by the immediate supervisor of the modified job tasks.
10. Employee will accept modified duty assignments and perform the job tasks as instructed.

General Considerations

Subject to the laws and regulations of Michigan and existing labor contracts, circumstances that can affect the modified duty program, employee work status and eligibility for temporary benefits include the following:

1. If a healthcare provider fails to objectively evaluate the feasibility of modified duty, the Company may still offer modified duty to the employee. The Company will offer to arrange for an objective medical evaluation. Failure to submit to an objective medical evaluation may result in loss of temporary disability benefits.
2. If an employee refuses to accept a modified work assignment, the insurance carrier will be notified and action may be taken subject to the laws and regulations of Michigan. Actions may include termination of temporary disability benefits. Additionally, the employee may be required to assume a leave of absence status pending further information and action.
3. If an employee claims too much pain to continue modified duties, an acceptable medical reevaluation will be obtained to evaluate the complaints. No temporary disability status will be granted prior to an objective medical finding which substantiates the employees’ complaints.
4. The healthcare provider is responsible for providing the Employee with a Work Status report following each medical reevaluation.
5. The employee will provide the Work Status report to the employee’s immediate supervisor of the modified duty. No modified duty will be assigned without a Work Status form.
6. Employee performance will be evaluated in the modified duty assignments to the basic standards that apply to customary work. Failure to adhere to basic performance standards may jeopardize the modified work assignment, temporary disability benefits and job status.
7. Based on availability of work, on the job assignment or on the healthcare provider’s recommendations, modified duties may be provided on a less than full time basis. In this case wages paid will be supplemented with partial temporary disability benefits.
8. It is possible that regular wages may not be paid for modified work. Should this occur, the wages paid will be supplemented with partial temporary disability benefits, subject to jurisdictional workers’ compensation requirements and limitations.
9. The modified duty assignment will be periodically reviewed by the Company to determine the appropriate duration and activity.
10. Upon receipt of a written Work Status report indicating the employee is returned to full, unrestricted work, the modified duty assignment will terminate.

The company reserves the right to assign, or not assign, a transitional, modified duty position; this practice lies solely at the discretion of the company. One or more modified duty assignments are not intended to be long-term. Subject to existing labor contracts, seniority will not be used in determining assignments, or their availability