NOTE: THIS IS A DRAFT SAMPLE POLICY FOR A HANDBOOK TO BE TAILORED TO A COMPANY’S PARTICULAR PRACTICE AND UPDATED PER CURRENT FEDERAL, STATE, AND LOCAL LAWS, AS WELL AS APPLICABLE CASE LAW FOR A GIVEN JURISDICTION (2-2012)

THIS POLICY DOES NOT CONSTITUTE LEGAL ADVICE. IT IS RECOMMENDED THAT USERS ASK THEIR LEGAL COUNSEL TO REVIEW THIS AND ANY OTHER POLICY BEFORE SHARING WITH EMPLOYEES

Light and Restricted Duty Assignments

To help reduce workers’ compensation and other related costs, and to assist employees who are incapacitated in their return to work, the Company may, at its sole discretion, offer temporary light-duty job assignments for employees with temporary work-related restrictions due to an illness or injury. Employees who wish to return to work with temporary restrictions due to injuries or illnesses should, if desired, contact the Human Resources Department and their supervisors about light-duty assignments.

Light-duty assignments under this policy are specially created temporary job assignments for employees injured or otherwise incapacitated. Such light-duty assignments are temporary assignments only, are not vacant or permanent positions within the Company’s workforce, and are not available to employees on a permanent basis under any circumstances. The availability of such light-duty assignments depends on the employee’s restrictions and the business needs of the Company. The existence of this light duty policy does not in any way guarantee that light duty will be available at any given time, or for any particular employee who requests it.

If at any point an employee is medically determined to have sustained permanent restrictions, the creation or continuation of a temporary light duty assignment will not be considered. In that event, the Company will review the employee’s situation separately, to determine the appropriate steps to be taken, if any, under the Americans With Disabilities Act, other applicable law, and other relevant Company policies.

If a light duty assignment is available, an employee will be permitted to work in a light duty assignment only after the Company receives a written statement from employee’s treating health care provider approving the assignment for the injured employee. In general, the Company will review the status of the temporary light duty assignment with the affected employee every 30-60 days, in light of the Company’s business needs and the employee’s condition, to determine if continuation of the assignment is appropriate.
If a light-duty assignment is offered by the employer and approved by the employee’s physician, an employee’s refusal to accept the offer of light-duty may affect the employee’s right to workers’ compensation benefits under applicable law. However, if the employee’s injury or illness qualifies as a serious health condition for purposes of the Family and Medical Leave Act, such refusal to accept light duty will not impact the employee’s rights under the Act.