

# **State of Wyoming Department of Workforce Services**

**DIVISION OF WORKERS' COMPENSATION**

# **Guide for Return to Work Program**



**This Guide is for general information only. For specific information refer to the Wyoming Workers' Compensation Act at <http://legisweb.state.wy.us/statutes/titles/Title27/T27CH14.htm>.**

### **What is a return to work program?**

The Goal is to transition the employee back to regular work. It is a program designed for employers to successfully maintain their employees in a productive/cost effective manner, following an on-the-job injury. Return to Work programs allow employees to continue working while recovering from a work related injury.

### **What is modified duty?**

Modified duty, also known as light duty, is a set of temporary tasks that match an individual's physical abilities and allows the employee to continue working while recovering from an injury. Light duty is transitional in nature and will change as an employee's physical abilities change. Light duty can be full-time or part-time.

### **Benefits to the Employer**

- Early return to light duty or modified work results in faster recovery of the employee and lower case costs. Employees who do not return to work within six months after their injuries account for more than 75 percent of disability costs, and experience an increasingly slim chance of ever returning to gainful employment.
- Financial savings in workers' compensation rates and insurance premiums. When an employer makes a bona fide written offer of light duty or part time work, and the employee accepts the offer, **the employer's Workers' Compensation account will not be charged for the compensation benefits paid to the employee.**
- Creates overall employee health and morale.
- Increase in employee loyalty and productivity.
- Safer workplace.
- Decrease in lost work days.
- Shortens length and complexity of the injury.
- Increase in productivity.
- Keep work force stable and saves time and money needed to recruit and train.
- Decreased workload of co-workers trying to perform their work as well as that of the injured employee.

### **Employee Benefits**

- Ability to make a salary greater than the reduced Workers' Compensation benefits. The employee's income should increase due to the fact he/she would earn wages in addition to receiving the light duty benefits from the Division.
- Preserve ones self-image as a productive employee and part of the "team".
- Increase in job satisfaction.
- Return to work in a safe manner.
- Decrease potential for injury.
- Increase awareness in regards to personal health and wellness.
- Improved communications between parties.
- Knowledge of status and answers to questions regarding workers' compensation.

## **INJURY PREVENTION & LIGHT DUTY MANAGEMENT**

### **PREVENTION:**

- Provide education to employees regarding proper ergonomics for their workstations to prevent injuries.
- Complete job site evaluations of work sites for employees who at risk for injuries.
- Provide a report with recommendations to employee, supervisor and health care provider, when appropriate.
- Assist employee in making needed changes to work area, when appropriate.
- Follow up with employee following recommendations/modifications being made.

### **LIGHT DUTY MANAGEMENT:**

The Employer, Employee, Workers' Compensation Case Analyst, Medical Provider and other pertinent parties work together for the purpose of facilitating the employee's recovery and return to full duty through the following steps:

- Obtain information regarding the employee's physical limitations/work restrictions.
- Identify the individual's job requirements. Identifying what job tasks the employee can continue to perform and what options exist for the employee to continue to work within his/her pre-injury position.
- Facilitate return to pre-injury position with or without modifications.
- Identify the amount of time and tasks that the employee can safely perform within pre-injury position.
- Working within work areas to identify other temporary tasks employee can perform while he/she is unable to perform regular duty tasks.
- Outlining job tasks and providing information to the physician for his/her review and written approval.
- Establishing a light duty plan that includes: return to work start and end dates, set work hours and establish wages. Obtain employee's signature and review job information with employee, so that all parties understand perimeters of the light duty contract.
- Providing payroll and Workers' Safety and Compensation copies of the light duty contract.
- On-going communications with all parties to ensure appropriate medical care and a safe return to work outcome.

## PARTICIPATION IN LIGHT DUTY

- The Temporary Light Duty work must be on the agreement form supplied by the Division, completed by the employer, certified by the treating physician and signed by the employee.
- Employees light duty tasks will not be changed without the consent and ample notification of all parties involved.
- The employee will remain on Temporary Light duty until:
  - The employee has successfully returned to his/her pre-injury wage;
  - Employee has reached maximum medical improvement (MMI) and permanent restrictions have been established; or
  - Temporary Light Duty cannot exceed one (1) year cumulatively for any one injury per statute. This does not preclude the employer from establishing their own time limitations as long as it does not exceed 1 year.

## EMPLOYEE INFORMATION FOR PARTICIPATION IN LIGHT DUTY

- If an employee is released to Temporary Light Duty and chooses not to participate in the program, Temporary Light Duty, payments will be reduced to 1/3 of temporary wage rate. **(this will also be non-chargeable to the employer's account)**
- An employee may refuse a light duty offer, without consequence if written proof of enrollment in any of the following has been submitted:
  - College;
  - Vocational Re-training; or
  - General Education Development (GED).
- To prevent further injury, it is important to work within the restrictions established by the designated medical provider. If you will not be at work on any given day, you are to contact your supervisor. You must contact them immediately if you are having any difficulty implementing your light duty tasks.
- The employee can remain on light duty until:
  - You have successfully returned to regular duty;
  - The award shall cease if the employee's actual monthly earnings from all sources exceed 95% of the employee's actual monthly earnings at the time of injury;
  - Light duty position develops into new full time position; or
  - You have reached MMI and permanent restrictions have been established and, you are released from doctor's care.
- The length of time you are on Temporary Light Duty is established by your employer and doctor, but cannot exceed one year.
- If light duty lasts longer than 90 days an Independent Medical Evaluation (IME) with a rating may be appropriate to determine if employee has reached maximum medical improvement.

## **FREQUENTLY ASKED QUESTIONS**

### **What should I do if the employee's medical appointments create numerous interruptions due to an employee's ongoing medical treatment?**

While ongoing medical treatment is common, employers can use their influence in the scheduling of medical appointments to keep interruptions to a minimum. Let employees know when you need them to be at work and ask that they schedule appointments around this time.

### **What if an injured employee moves out of the area or doesn't want to return to work?**

An employer is entitled to make an offer of employment in the same geographic area in which the injury took place. An injured employee who relocates is still obligated to acknowledge the offer. If the employee is offered light duty and fails to return to work, his or her benefits may be terminated.

### **What if an injured employee on light duty comes to work and is not productive, takes excessive breaks and/or wastes the time of other employees?**

Injured employees are expected to be productive within their capacity. If an injured employee persists in non-productive activity, the employer should follow their normal disciplinary procedures. The injured employee should be regarded as any other employee and held to the same company policies.

### **How will the Health Care Provider know what type of work we do?**

Providing physicians with a copy of the employee's job description, job site assessments and detailed information of job tasks available will assist physicians in understanding the work your company performs. You can assist in outlining information regarding the employee's expected job duties and modified tasks you have in your company.

### **What if my employee reports to work, but complains that they hurt too bad to work?**

If an employee is released to return to work and provided work within their restrictions they need to perform the required job tasks. If they are in too much pain, inform the employee they are to get a doctor's release to be off work otherwise, if they choose to leave work they will be charged sick time, annual time or leave without pay.

### **What if permanent restrictions do not allow an employee to perform his/her essential functions on the job?**

An employee who cannot return to their pre-injury position isn't guaranteed employment. However the employer may want to consider job restructuring or job modification and the use of assistive technologies to retain previously productive employees. Workers' Compensation in conjunction with the Division of Vocational Rehabilitation can assist many employees with training and assistive technologies to return to their previous position.

## **SUPERVISORY TIPS FOR Employees with temporary restrictions**

- Discuss the person's limitations and how they pertain to certain job duties. Let the employee know that it is their responsibility to know their own limitations and to inform their supervisor and other pertinent parties of any job tasks that causes or could cause discomfort to their existing injury.
- Outline the job tasks you have available within the employee's written physical abilities.
- Obtain the physician's written authorization for the employee to perform the tasks. (See attached Return-to-Work/Physical Demands Analysis)
- Set work hours that work best for the employee and employer. Inform the employee of hours, job duties and wages in writing with their signature of review. Make the employee accountable for completing the outlined hours and duties.
- Discuss working rules- i.e. calling in sick, changing work hours, advising supervisor of job duties that are causing discomfort, identifying additional tasks they can perform, seeking medical attention and informing supervisor of all appointments that fall within working hours.
- If the employee is to be placed in a new work area, introduce him/her to staff. Working in an unfamiliar place, with different people and/or performing different tasks can be overwhelming.
- Talk to the employee regularly regarding job tasks. Discuss tasks the employee is having trouble with and what additional tasks the employee may be able to perform.
- Verify if the employee has attended medical appointments and contact them if they haven't.
- Give the employee encouragement and celebrate their successes within their temporary job and improved condition.
- Keep in mind that light duty is only transitional and temporary in nature. While on light duty an employee's job tasks should increase as their physical capabilities improve.

## **PAY WHILE ON LIGHT DUTY**

- The employer may pay an employee whatever wages are deemed appropriate for the light duty work to be performed.
- Light duty will be paid at the rate of 80% of the difference between the employee's light duty wage and the employee's actual monthly earning at the time of injury.



Matthew H. Mead  
Governor

# State of Wyoming Department of Workforce Services

## DIVISION OF WORKERS' COMPENSATION

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### Agreement for Temporary Light Duty / Modified Work

Employer Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State: \_\_\_\_\_  
Zip: \_\_\_\_\_

Employee Name: \_\_\_\_\_  
Claim Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State: \_\_\_\_\_  
Zip: \_\_\_\_\_

### Terms of Light Duty / Modified Work

On this date, \_\_\_\_\_, the employer named above, makes the following offer of light duty work to the employee named above. The number of days per week will be \_\_\_\_\_, and the number of hours per day will be \_\_\_\_\_. The wage for this position will be \$\_\_\_\_\_ per \_\_\_\_\_. This position begins \_\_\_\_/\_\_\_\_/\_\_\_\_. Expected duration of this position is \_\_\_\_\_ days.

The duties of this position are: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The maximum physical requirements of this position are listed below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### EMPLOYER CERTIFICATION

I certify I am the employer or authorized to represent the employer offering light / modified duty to employee in good faith and in accordance with Wyoming Statute § 27-14-404(j).

\_\_\_\_\_  
Employer Signature and Title

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

\_\_\_\_\_  
Date

Case Name: \_\_\_\_\_

Case Number: \_\_\_\_\_

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Physical limitations provided by the employee's doctor are listed below:

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The anticipated date of return to unrestricted work for this employee is \_\_\_\_/\_\_\_\_/\_\_\_\_. This is subject to change with proper medical documentation and justification. The offer will not extend beyond the requirements of Wyoming Statute § 27-14-404 (b).

### HEALTH CARE PROVIDER CERTIFICATION

I certify I have examined this employee and agree the physical and mental requirements and restrictions of this light duty position are within the employee's limitations. I hereby authorize employee to return to work subject to the light duty restrictions stated in this agreement.

\_\_\_\_\_  
Printed Health Care Provider Name

\_\_\_\_\_  
Health Care Provider Signature

\_\_\_\_\_  
Date

### EMPLOYEE CERTIFICATION

I certify I will follow the doctor's medical restrictions. I agree to immediately notify the Division of Workers' Compensation and my employer of any change in my restrictions with a written note from my health care provider. I agree to notify the Division and my health care provider(s) immediately if I return to full time employment. I also agree to contact my Claims Analyst if any problems arise regarding the temporary light duty assignment. I understand Temporary Partial Disability benefits will be paid monthly.

I accept employer's offer for light duty work.

I refuse employer's offer for light duty work.

\_\_\_\_\_  
Print Employee Name

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

Reason for refusal : \_\_\_\_\_

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# Job Analysis (Sample)

Name:	Employer:
Job Title:	Address:
Contact Person:	Telephone:

Total Hours Worked per Shift: \_\_\_\_\_

Frequency/Duration of Breaks: \_\_\_\_\_

Essential Tasks Performed:

Non-Essential Tasks Performed:

Machines/Tools/Equipment Used:

Items Generally Lifted or Carried:

## PHYSICAL REQUIREMENTS

**In an eight hour workday, employee is required to:**

Activity	under 30 mins.	1hr	2hr	3hr	4hr	5hr	6hr	7hr	8hr	Shift Total
Standing										
Sitting										
Walking										
Driving										

**During work the employee must lift or carry:**

Lift	Carry	Weight (lbs)	Occasionally 1-2.5hrs	Frequently 2.5-5.5hrs	Continuously 5.5-8hrs	Distance Lifted /Carried (Inches, Feet, Yards)

**Actions Required while Working on the Job:**

Activity	Not at All	Occasionally 1 - 2.5 hrs	Frequently 2.5 - 5.5 hrs	Continuously 5.5 - 8 hrs
Climb				
Balance				
Bend/Stoop				
Kneel				
Crouch				
Crawl				
Push/Pull				
Squat				
Reach Above Shoulder Level				

<b>Does the Job Require:</b>	YES	NO
Working at heights?		
Exposure to marked changes in temperature, humidity or extremes?		
Exposure to dust, fumes, gases, or chemicals?		
Use of equipment that vibrates		

**HAND MOVEMENT**

**On the job employees use hands for:**

Activity	Right/left/both hands	Not at All	Occasionally 1 - 2.5 hours	Frequently 2.5 - 5.5 hrs	Continuously 5.5 - 8 hours
Simple grasping					
Fine Manipulation					
Power grasping or twisting					

Items/Tools involved in arm/hand movement:

How Can this Job be Modified?

Restricted/Modified Duty Work Available to be Performed by the Employee:

Additional Comments:

**TO BE COMPLETED BY HEALTH CARE PROVIDER**

Released to return to work (RTW):

Full Duty:	Light Duty:	Full Time:	Part Time:	Hrs per day:

**RTW Approved** with the following modifications:

**RTW Not approved** temporarily due to:

**Projected Date for RTW:** \_\_\_\_\_

**Additional Comments by Health Care Provider:**

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**Health Care Provider's Signature**

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**Date**