

# SUL ROSS STATE UNIVERSITY

*A Member of the Texas State University System*

## **SRSU Policy: Return to Work Policy SRSU**

**Policy ID: APM 5.12**

**Policy Reviewed by: Director of Human Resources**

**Approval Authority: Vice President for Finance and Operations Approval**

**Date: January 13, 2025**

**Next Review Date: January 13, 2030**

It is the policy of Sul Ross State University (SRSU or University) to provide a mechanism for University employees to return to work as soon as possible after a work-related accident, injury, or illness documented through the Family Medical Leave Act provisions outline in APM Chapter 5.04, Employee Leave.

## **POLICY/PROCEDURE**

Return to Work policies include modified and alternate duty assignments whereby employees with work-related injuries or FMLA illnesses are encouraged to return to work as soon as possible, in accordance with the operational needs of the University and the medical restrictions established by the treating physician.

This return to work program shall not be construed as recognition by this agency, its management, or its employees that any employee who participates in the program has a disability as defined by the ADA of 1990 and ADAA of 2008. If an employee sustains an injury or illness that results in a disability under the ADA of 1990 and ADAA of 2008, it is the employee's responsibility to inform their supervisor or a person in a responsible management position to request reasonable accommodations when necessary as per APM Chapter 5.17, Disabilities Accommodation Policy for Employment.

## **Definitions**

Light Duty (also known as modified duty) – A temporary situation where an employee returns from a work-related injury to modified or restricted duties in the previously held position.

Alternate Duty – A situation where temporary medical restrictions preclude return to duty in the employee's previous position, and a temporary assignment to an alternate position is offered within the home department or a hosting department.

Home Department – The department to which the employee is assigned during their normal employment.

Hosting Department – The department that provides alternate duty to an injured employee.

Modified Duty – Performance of all of the essential functions, but only a portion of the non-essential functions and tasks of the regular job duties for which the employee is employed. Modified duty allows the employee to return to current employment in his/her regular job and perform those duties and tasks that are within the capabilities of the employee, given the restrictions to duty imposed by the treating physician. Modified duty is a temporary arrangement until the injured employee can resume full duty.

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## **Intent**

Where practical, employees on temporary restrictions because of a workers' compensation covered injury will be afforded the opportunity to return to work in light or alternate duty status. In either of these instances, the duty being offered will meet the physician's recommendations.

Where practical, employees experiencing an injury, or illness documented through the Family Medical Leave Act will be afforded the opportunity to return to work in light or alternate duty status. In either of these instances, the duty being offered will meet the physician's recommendations.

Return to Work policies should be used in all departments to keep an employee working and productive. In situations where Return to Work is not practical, the office of Human Resources should initiate and continue communication with the employee, the employee's physician to expedite the employee's return to regular duty. The department will also contact Human Resources to coordinate application for Family and Medical Leave. Employees on temporary disability leave suffering any permanent disability as defined by the Americans with Disabilities Act (ADA) should be provided reasonable accommodations. Employees should contact Human Resources to coordinate ADA accommodations.

## **Responsibilities and Procedures**

- a. Granting alternate or light duty is optional at SRSU. The offer of alternate or light duty may be terminated at any time in accordance with the university's operational needs. The offer or termination of alternate or light duty must be communicated to the employee in writing using the *Bona Fide Offer of Employment* (Attachment A). SRSU is not obligated to create alternate or light duty positions.
- b. Each department should implement procedures that encourage employees who are away from work because of a work-related injury or illness to return to work in such a capacity as the employee is able. Departments can facilitate this by identifying light duty assignments that conform to the employee's particular limitations as prescribed by their treating physician. This may consist of either modifying the employee's current job requirements (light duty) or assigning the employee other responsibilities in another position (alternate duty).
- c. Modified duty may consist of any tasks, full- or part-time, in an employee's position that they are qualified to perform when unable to perform regularly assigned duties. This procedure does not require elimination or reassignment of a substantial number of essential functions related to the position.
- d. The injured employee's home department has the first opportunity to offer temporary alternate duty. Alternate duty may be found in another department. Departments should cooperate with Human Resources in providing alternate duty. The employee's home department or division shall pay the employee's salary.
- e. Employees on light, alternate, or modified duty shall maintain their salary and status except in such circumstances approved by the appropriate vice president. At the end of three calendar months from the date of the *Bona Fide Offer of Employment* (Attachment A), the case shall be reviewed for determination of status. At the time of review, the current physical restrictions, the prognosis for length of recovery, and the continued availability of the modified

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duty tasks will be assessed, and light or alternate duty may be extended an additional three calendar months. If the employee is unable to return to unrestricted pre-injury/illness job duties by the end of the six calendar months, the employee's opportunity to participate in the program will end. If the employee is unable to return to work full duty at the end of the light or alternate duty, the department should consult with Human Resources to determine if the employee is eligible for any other types of leave.

f. Following the employee's release for restricted duty by a physician, the department should review the medical limitations relevant to the essential functions of the employee's job description. The department should offer the employee light duty if such duty is compatible with the employee's medical restrictions and is available. The offer must be in writing using the *Bona Fide Offer of Employment* (Attachment A) and include the elements described below.

## **BONA FIDE OFFER OF EMPLOYMENT**

If alternate duty is required, the department should prepare an *Alternate Duty Position Description* (ADPD) demonstrating that such duty is in accordance with the employee's medical restrictions. The employee's treating physician must verify that the employee can perform the duties of the ADPD. Human Resources must approve any offer of alternate duty prior to forwarding such an offer to the employee. The *Bona Fide Offer of Employment* (Attachment A) should clearly state the following:

1. Position offered;
2. Job description, including duty hours, and maximum physical requirements of the position (lifting and approximate lbs., approximate time stooping, pushing, standing, sitting, etc.)
3. The wage rate of the job
4. The location of the temporary assignment
5. The beginning and ending date of the position

The employee shall be required to provide the department a medical report from the attending physician following each physician's visit throughout the duration of relevant medical restriction. At the end of light, alternate, or modified duty, the employee must return to regular duty, seek reassignment to a position that meets that employee's capabilities, or be placed on leave in accordance with APM Chapter 5.04, Employee Leave. Departments should consult with Human Resources for details regarding employment status.

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*Attachment A*

## **Bona Fide Offer of Employment Sample Letter** (Print on your Department's Letterhead)

(Date)  
(Employee name)  
(Address 1)  
(Address 2)

Re: Bona Fide Offer of Employment

Dear (Employee name):

After reviewing the information provided by your doctor, we are offering you the following temporary work assignment.

This assignment is within your capabilities as described by your doctor. You will only be assigned tasks consistent with your physical abilities, skills, and knowledge. If any training is required to do this assignment, it will be provided.

Position title: \_\_\_\_\_

Description of physical requirements of this position: \_\_\_\_\_

Location: \_\_\_\_\_

Duration of assignment: From: (\_\_\_\_\_) To: (\_\_\_\_\_)

Work Hours: From: (\_\_\_\_\_) To: (\_\_\_\_\_)

Wages: \_\_\_\_\_ (Hour, Week, Month)

Department: \_\_\_\_\_ Supervisor: \_\_\_\_\_

This job offer will remain open for seven (7) calendar days from your receipt of this letter. If you do not respond within seven (7) calendar days, we will presume you have refused this offer. Refusing this offer may affect your income benefits.

We look forward to your return. If you have any questions, please do not hesitate to contact me (include phone number and email address).

Sincerely,

(Signature)  
(Typed name and title)

EMPLOYEE:

\_\_\_\_\_ I have read and understand the requirements of the position and accept the position.

\_\_\_\_\_ I have read and understand the requirements of the position but do NOT accept the position.

\_\_\_\_\_ Employee's Signature \_\_\_\_\_ Date Signed