

## Ingersoll Support Services Inc.

<b>Policy: Early and Safe Return to Work</b>	<b>Policy # HS 11</b> <b>Section: Health and Safety</b>
<b>Reviewed and Effective:</b> June 26 2019 <b>Revision Date:</b> June 26 2019 <b>Date of Origin:</b> March 19 2009	<b>Ministry requirement - OHS</b>
<i>Ingersoll Support Services Inc. will make reasonable efforts to provide suitable alternative productive work to employees who are temporarily unable to perform all of their regular job functions. Return to work assignments will be based on the physical limitations of the employee as indicated in the Functional Abilities Form (FAF), the expected duration of the limitations and the availability of suitable modified work, and the Physical Demand Analysis of available jobs. The Return to Work (RTW) Plan may include any of the following: reduced work hours, reduced work tasks, job modification and assignment to alternative work within the employee's own or another workplace.</i>	

### **Procedure:**

In the event of an accident in the workplace, all employees are expected to report the incident immediately. Should the injury cause the employee to require substantial time away from work, or create a disability that restricts their ability to work, the employee will be expected to return to work as soon as it is safe to do so, under the guidelines of this Policy.

In accordance with legislative and company requirements it is mandatory that all employees participate in the Return To Work (RTW) program.

It is also mandatory that all employees who sustain a work related injury report the incident in accordance with Ingersoll Support Services protocol.

In any employee absence that shall exceed ten (10) working days and is related to an injury sustained under the employ of Ingersoll Support Services, the employee shall be required to advise Ingersoll Support Services as soon as possible to begin the process of implementing the RTW Policy.

For the company to properly implement the RTW Policy, it is important that employees provide Ingersoll Support Services with detailed information pertaining to their inability to perform their employment duties with medical documentation, so that work

alternatives may be sought out. This includes a Functional Ability Form from their doctor to provide guidelines as to the work that an employee is able to perform.

### **Return to Work is based on these Guidelines:**

- Ingersoll Support Services is committed to a Return to Work / Work Reintegration program, as appropriate and as early as possible, that will consider the employee's dignity and support the employee in the transition period following his/her injury or illness
- Ingersoll Support Services is committed to addressing any barriers to the employee's successful Return to Work / Work Reintegration and to provide any needed intervention(s)
- The program applies to an employee with a medical condition, whether work-related or not, who is temporarily unable to perform his or her full duties, as documented by a work restrictions/functional abilities report issued by a health care practitioner
- Each case will be considered on an individual basis
- Every attempt will be made to keep employees working in their own workplace. If suitable work is not available in their workplace, employees may be assigned to other workplaces or to special projects if agreed to by the workplace parties
- Employees in the program may be limited to working a maximum number of hours on a daily or weekly basis and will be paid their regular rate of pay
- All return to work plans should have a target timeline for completion established at the outset of the plan. The target time for completion of the plan should be established using information supplied by the treating practitioner, objective medical evidence based on the nature of injury and severity of the restrictions/limitations. The use of recovery guidelines will facilitate this process

### **The RTW Plan Manager or Designate**

The Human Resources Manager or designate will be assigned the role of RTW Plan Manager by the employer and will:

- be responsible for overall management of the RTW Plan
- determine which employees are eligible for inclusion in the program based on medical documentation or functional abilities
- be responsible for complying with established RTW procedures
- coordinate and participate in RTW meetings as needed

### **The Injured Employee must:**

- communicate any actual or anticipated medical absences in accordance with [policies HR 1 Standards of Conduct and HR 14 Attendance Management](#)~~the~~

[standards of conduct, policy # HR-1, and attendance management policies #HR-14](#)

- co-operate fully with the RTW Plan
- provide appropriate functional abilities to their supervisor and/or RTW Plan Manager
- advise their supervisor and/or RTW Plan manager as soon as practical of any change in health status or other circumstances that may affect the RTW plan
- comply with their medical treatment regimen

### **Supervisors will:**

- fully support the Plan objectives and the recovering employee
- refer potential program candidates to the program manager
- collaborate with the program manager to develop individual RTW plans in consultation with the employee
- identify modified job opportunities within their workplace
- ensure that employees in the program work within the confines of the approved RTW plan
- take every reasonable precaution to protect the employee
- monitor and evaluate the employees' performance/progress

### **Work Reintegration**

Work Reintegration is a process that begins as soon as the employer is aware of a work related injury or illness.

The Work Reintegration process must continue throughout the recovery period and must be adapted to each individual employee and situation.

The Work Reintegration is available for both injured employees and employees struck by an occupational illness. In the case of an illness, the Work Reintegration program will commence once the employee is functionally fit to report for work. Work Reintegration should include goals and timelines for recovery.

Information in the Work Reintegration program should be gathered from the employee, employer, doctor(s) and WSIB contacts. The program must be shared between these parties as needed.

Statutory requirements for the Work Reintegration program include the values of co-operation (between all parties) and re-employment for the employee.

In the event that a suitable Return to Work / Work Reintegration assignment cannot be

found, Ingersoll Support Services is committed to the retraining of the employee in a different, but still suitable, position. Ingersoll Support Services will consult with the WSIB for a suitable position and provide any needed information to the WSIB so that the worker is informed of the details and has a choice in their assignment (where possible).

The Work Reintegration program is not limited to employees who have been absent from their workplace. It also applies to employees who have remained at work, but have had accommodations created for them during their recovery period.

The Work Reintegration program will be required until the employee return to their pre-injury position or the employee is awarded damages for any loss of earnings if he/she had to switch positions (i.e. a lesser wage).

In any cases where the employer and/or employee does not meet the stated requirements for the Work Reintegration program, the WSIB may reduce or suspend the employee's benefits OR levy a monetary penalty on the employer.

Employers and employees may rely on the WSIB for any support required in the Work Reintegration period.

In keeping with their Guiding Principles, the WSIB will schedule a meeting with the involved parties at a date that is not later than 12 weeks following the employee's date of injury (should the employee have not returned to work in any capacity).

In a case where the employee and Ingersoll Support Services are having difficulty with an appropriate Return to Work Program, the WSIB will provide dispute resolution to help and facilitate communication. In addition, the WSIB has additional services for Ingersoll Support Services including, but not exclusive of, proactive education, case management support, accommodation assistance and disability management program counsel.

### **Accommodation**

Employers have a duty to modify the work and/or the workplace to accommodate the needs of the worker up to the extent of undue hardship. Therefore, the employer has a duty to re-employ as set out in the WSIB act, the Ontario Human Rights code or the Canadian Human Rights Act.

The worker's accommodation requirements may be either temporary or permanent.

At all times, all parties must comply with human rights legislation and associated laws.

The Ontario Human Rights Code guarantees equal access to employment opportunities

to any person with a disability (work related or non-work related). Therefore, Ingersoll Support Services will attempt to provide reasonable accommodation to any workers who have been injured or who acquired an illness up to the point of undue hardship.

Employers have a duty to re-employ if:

- The employee has been unable to work (this includes unable to work their total number of hours, being absent from work, or requiring a job with decreased pay because of his/her injuries) because of the work related injury;
- The worker was continuously employed (does not include strikes, lock-outs, sabbaticals, sick leaves, leaves of absence, vacation, layoffs of less than 3 months or a layoff of more than 3 months if a recall date was given) for at least a year with the employer; and
- The employer regularly employs 20 or more employees (as of the date of the injury and only including the workers whose earnings are reported to WSIB for premium purposes).

### **Re-employment Obligation**

Where the employee is able to perform the stated duties, Ingersoll Support Services will offer the worker first chance to accept the suitable position. The employer must offer the worker the job that is the most comparable with their position pre-injury and provided the employee is physically able to perform the work (i.e. if the worker initially accepts another position upon their Return to Work, if a position becomes available in the future, the employee would still have first refusal). This continues until either the second anniversary of the date of injury or one year past the time that the worker is physically able to perform their pre-injury duties or the date

In the case of a contract worker, Ingersoll Support Services will re-employ the worker for the duration of their contract.

If the employee voluntarily leaves their position or the company, all re-employment duties are nullified.

When appropriate work for the injured employee is found, and conditional upon the physician giving clearance for work, a written job offer letter will be prepared by Ingersoll Support Services and mailed to the employee. The letter will note the medical clearance, start date, hours, wage, duration and location of the work assignment. The employee will be asked to sign the bottom of the letter indicating acceptance or refusal of the job offer and to return the letter to HR.

## **Termination of Employer's Obligation**

In the event that an injured employee has been offered re-employment, and the worker has refused the Ingersoll Support Services offer, the employer's obligation to re-employ is ended.

## **Dispute Resolution – Job Suitability**

After Ingersoll Support Services has made an offer to the employee of a position, the following steps are to be taken if the employee disagrees with the assessment:

1. The worker must notify the employer that the offered position is unsuitable and detail the reasons why;
2. The employer must consider the reasons and will attempt to implement further accommodations (if possible);
3. In the event that the above step did not resolve the issue, both Ingersoll Support Services and the employee must inform the WSIB and provide all necessary information.

Therefore, if an agreement does not appear forthcoming, the WSIB will assist the parties in a resolution and/or will make the determination as to the suitability of the work offered. In the event that the position is found to not be suitable, WSIB will continue to pay the worker their wage loss benefits so long as the employee continues to co-operate with all involved parties.

If the position is found to be suitable, the WSIB will immediately verbally inform both parties of the decision; adjust the worker's wage loss benefits; and confirm the decision in writing.

## **Work Transition**

Work Transition assessments are necessary for any workers who:

1. Have a permanent impairment;
2. Are unable to perform their pre-injury duties;
3. Ingersoll Support Services is unable to provide suitable, or does not have available work; or
4. Ingersoll Support Services has offered a position but the determination has not yet established if the position is suitable.

In the event that the worker has not been able to return to work with their employer, WSIB will provide a Work Transition Assessment to decide if the employee will require any specialized additional education or assistance for a suitable occupation. The Work Transition Assessment will be provided six to nine months following the date of the injury OR as soon as the employee is able to return to suitable work.

The WSIB will investigate and assess the skills of the worker in order to identify a suitable position. If WSIB is unable to suggest a suitable occupation, they may rely on an external consulting source.

The assessment will consider all of the workers' impairments, disabilities, skills, experience and rights.

The assessment report will also include:

1. The worker's profile (including vocational and functional abilities);
2. The WSIB's worker's opinion on the offer of suitable employment;
3. The WSIB's recommendations for a suitable occupation for the worker; and
4. Any identified barriers, as well as solutions to those barriers, to the worker's participation in the Work Transition activities.

Following the completion of the report, the employee may discuss the findings with the assessor.

A copy of the documentation will be provided to the appropriate parties.

Workers are entitled to one assessment, unless their physical condition significantly changes (in relation to the impairment caused by the injury/illness). In this case, the employee is entitled to a reassessment.

### **Termination Procedures**

In the case of a termination process within six months of an injury involving a worker previously injured, the employee (within a three month period after the termination) may request that the WSIB investigate non-compliance. If the employee makes the request after three months, the WSIB is not required to investigate but can take the initiative to investigate at any time.

The employer must show the WSIB the justification for the termination of the employee within six months of their re-employment or it is assumed that the employer is non-cooperating.

In the case of a termination prior to the re-employment, the WSIB will investigate to determine whether or not the injury had a bearing on the termination.

### **Legal Compliance**

Ingersoll Support Services shall honor this policy in accordance with provincial and federal laws. Injured employees will be treated fairly and consistently.