

KANSAS DEPARTMENT OF CORRECTIONS

	INTERNAL MANAGEMENT POLICY AND PROCEDURE	SECTION NUMBER 02-106D	PAGE NUMBER 1 of 5
		SUBJECT: HUMAN RESOURCES: Temporary Limited Duty Assignments	
Approved By:  Secretary of Corrections		Original Date Issued: 03-12-15	Replaces Version Issued: N/A
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APPLICABILITY:	<input type="checkbox"/> ADULT Operations Only	<input type="checkbox"/> JUVENILE Operations Only	<input checked="" type="checkbox"/> DEPARTMENT-WIDE
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POLICY STATEMENT

The appointing authority of each job site may authorize the assignment of employees with temporary medical conditions or impairments to temporary limited duty assignments if there is adequate work available within the employee's classification or a lower classification; the employee's skills or abilities; and the scope of the medically imposed work limitations or restrictions. (ACI 3-4053-1; APPFS 3-3051) Temporary limited duty assignments shall be determined on a case-by-case basis with emphasis on the individual needs and abilities of the employee.

DEFINITIONS

Appointing Authority: As defined in IMPP 02-109D, any person or group of persons empowered by the constitution, by statute, or by lawfully delegated authority to make appointments to positions in the State service pursuant to K.A.R. 1-2-9. For the specific purposes of this policy, the term refers to the "appointing authority or designee."

Essential Functions: Those statutorily defined or agency determined physical and/or mental activities and functions that the individual holding the position must be able to perform unaided or with the assistance of a reasonable accommodation, to the satisfaction of the appointing authority.

Health Care Provider: Persons who are registered or licensed with a health care regulating agency, to include but not limited to, physicians, nurses, psychiatrists, psychologists, physical or occupational therapists, and social workers.

Request for Temporary Limited Duty Assignment: A written request submitted by the employee providing documentation of a medically determined limitation or restriction imposed by the employee's treating physician, therapist, or other health care provider.

Temporary Limited Duty Assignment: A work assignment that lasts for up to an initial nine (9) months and that permits an employee with a temporary medically imposed work limitation or restriction to perform available duties that afford a low probability of strenuous, repetitive, or potentially harmful activities that could aggravate the injury, impairment, or condition. (An employee placed on a temporary limited duty assignment would still be required to satisfactorily carry out the requirements of his or her position, including responding in the event of an emergency, if ordered to do so by the appointing authority or emergency coordinator, despite the medically imposed work limitations or restrictions.)

Temporary Non-Permanent Medical Condition or Impairment: A medically determined temporary ailment, impairment, or condition that imposes specific limitations or restrictions on the employee's ability to perform the essential functions of his or her regular position. This is not considered to be a disability or handicap covered by the Americans with Disability Act (ADA).

PROCEDURES

I. Designation of Temporary Limited Duty Assignments

- A. To the extent that there is adequate work available within the employee's position and within the scope of medically imposed work limitations or restrictions, that work constitutes a limited duty assignment.
 - 1. In order to facilitate the designation of temporary limited duty assignments, the appointing authority may identify a temporary work assignment to which an employee may typically be assigned because of medically imposed limitations or work restrictions.
 - 2. Temporary limited duty assignments may be designated with the goal of temporarily reducing, diminishing, or eliminating the frequency of the employee's direct contact, control, or supervision of offenders, or for the purpose of altering any other work condition for which an employee may require temporary relief due to a temporary medical condition or impairment.
 - 3. The choice of a temporary limited duty assignment is solely the decision of the appointing authority. The appointing authority shall have the discretion to determine the procedures by which a temporary limited duty assignment may be extended or modified.

II. Requests for Temporary Limited Duty Assignments

- A. Any employee whose physical condition may temporarily restrict him or her from performing the essential functions of his or her assigned post or position may make a request to the appointing authority for a temporary limited duty assignment.
 - 1. The KDOC Application for Temporary Limited Duty Assignment (Attachment A) shall be used to request a temporary limited duty assignment.
 - 2. Applications that have been processed and answered shall be copied to:
 - a. The employee's medical file;
 - b. The facility or department Human Resources designee.
 - c. Reported to the Human Resources Director in a monthly report due the first of each month.
- B. The appointing authority shall require the request be made in writing and may request additional information regarding the employee's condition, to include:
 - 1. A written statement from health care provider as to whether the employee is unable to perform his or her permanent position essential functions; and/or,
 - 2. A written statement from health care provider as to whether the employee is able to perform the essential functions of the temporary limited duty assignment to which the appointing authority may choose to assign the employee.
- C. The employee shall be obligated to:
 - 1. Provide a written statement from health care provider specifying the medical diagnosis, severity, and expected duration of the temporary medical condition or impairment;
 - 2. Submit to a medical evaluation; and/or,
 - 3. Provide other relevant information as requested by the appointing authority to assist in the evaluation of the request for temporary limited duty assignment.

- a. The employee's failure to respond to relevant inquiries for information within the time designated shall result in the employee's request being denied.
- D. If the employee is required by the employer to submit to a medical examination by health care provider other than the health care provider treating the employee, the agency shall bear the cost of that examination.
1. Any charge in connection with obtaining a medical opinion from the employee's health care provider shall be the responsibility of the employee.

III. Appointing Authority's Review

- A. In determining whether to grant or deny requests for temporary limited duty assignments, the appointing authority shall consider the following:
1. Whether any accommodation can be safely made which would enable the employee to continue to perform his or her permanently assigned duties instead of a temporary reassignment being made;
 2. Whether the operational needs of the facility or office will suffer if the employee is granted a temporary limited duty assignment;
 3. Whether the employee has the necessary skills to perform the tasks of the temporary limited duty assignment;
 4. Whether the employee previously used temporary limited duty assignments inappropriately;
 5. Whether the assignment would displace other staff from a post to which he or she was assigned through the post preference process, without the agreement of the staff currently assigned;
 6. Whether the temporary assignment would cause the employee to work in a classification different from the one assigned.
 - a. This will not prevent the appointing authority from making an individual assignment to a set of duties that are consistent with the classification of the employee, whether or not the duties assigned constitute a permanent post or position.
 - b. If the assignment could cause the employee to perform duties at a higher class, the Human Resources Manager shall be consulted; or
 7. Any other factors relevant to the safe and efficient operation of the facility or office.
- B. The appointing authority shall complete the "Appointing Authority's Response" segment of Attachment A within seven (7) calendar days and return it to Human Resources. By copy of the application, Human Resources staff shall advise the employee whether the request will be granted or denied, and if granted, the inclusive dates during which the temporary assignment will be made.

IV. Temporary Limited Duty Assignment Agreement

- A. Prior to and as a condition of assignment to temporary limited duty, employees shall complete the Temporary Limited Duty Assignment Agreement (Attachment B), to acknowledge the following:
1. He or she understands and agrees that the assignment is temporary;
 2. The period of the assignment;

3. The assignment is subject to 30-day reviews, and may be modified at any time for good cause by the appointing authority;
 4. Any uniformed employee assigned to a temporary limited duty assignment shall not be relieved of any statutory law enforcement duty or the duty to respond in the event of an emergency if ordered by the appointing authority or emergency coordinator to do so; or the fact that any non-uniformed employee assigned to a temporary limited duty assignment shall be required to perform the essential functions of his/her regular work assignment in the event of an emergency, if ordered by the appointing authority or emergency coordinator to do so;
 5. The employee's responsibility to provide medical or other relevant information necessary to the appointing authority's evaluation and re-evaluation of the temporary limited duty assignment;
 6. The employee will be required to provide information necessary to demonstrate his or her ability to perform the essential functions of his or her regular assignment upon the conclusion of the temporary limited duty assignment; and,
 7. The temporary limited duty assignment shall always be subject to the operational needs of the facility or office.
- B. If an employee is unable to provide the appointing authority a specific, medically determined date upon which medical clearance to perform the essential functions of his or her regular assignment can be expected, the appointing authority may immediately direct that the employee be placed on appropriate leave in accordance with applicable regulations, policies, and procedures.
- C. The agreement and all other documents and/or medical records related to a limited duty assignment shall be maintained in the facility's or office's secure medical files.
- D. Human Resources shall complete a monthly report detailing the status of temporary duty assignments and submit to the Human Resources Director or designee. See Attachment C.

V. Temporary Limited Duty Assignment – Time Limits and Review Period

- A. If an employee is granted a temporary limited duty assignment, the initial assignment shall be for a period up to but no more than nine (9) months.
1. For good cause and at the discretion of the appointing authority, an extension of the assignment may be granted for a period of no more than 90 days.
- B. The appointing authority shall review the temporary limited duty assignment every 30 days to determine whether the employee may be safely restored to his or her permanent assignment, or whether any accommodation can safely be made which would enable the employee to return to his or her permanent work assignment.
- C. Following each 30-day review, the appointing authority shall complete the Verification of 30-Day Review of Temporary Limited Duty Assignment (Attachment D), to verify the following:
1. The employee's status and the date on which the employee's assignment will be reviewed again; or,
 2. The date by which medical clearance for performance of the employee's regular duty essential functions is expected, based upon reports from the employee and/or the employee's primary health care provider.
- D. The appointing authority shall determine the schedule of the temporary limited duty assignment, considering the following:

1. The number of hours the employee should work, in consideration of the best interests of the safe operation of the facility or office;
2. The regular hours of the employee's permanent assignment;
3. The regular hours during which the temporary limited duty assignment tasks are routinely performed; and,
4. Any other factors relevant to the safe operation of the facility or office.

VI. This IMPP shall serve as final policy and no General Orders shall be allowed on this subject.

NOTE: The policy and procedures set forth herein are intended to establish directives and guidelines for staff and offenders and those entities that are contractually bound to adhere to them. They are not intended to establish State created liberty interests for employees or offenders, or an independent duty owed by the Department of Corrections to employees, offenders, or third parties. Similarly, those references to the standards of various accrediting entities as may be contained within this document are included solely to manifest the commonality of purpose and direction as shared by the content of the document and the content of the referenced standards. Any such references within this document neither imply accredited status by a Departmental facility or organizational unit, nor indicate compliance with the standards so cited. The policy and procedures contained within this document are intended to be compliant with all applicable statutes and/or regulatory requirements of the Federal Government and the state of Kansas. This policy and procedure is not intended to establish or create new constitutional rights or to enlarge or expand upon existing constitutional rights or duties.

REPORTS REQUIRED

None.

REFERENCES

K.A.R. 1-2-9
IMPP 02-109D
ACI 3-4053-1
APPFS 3-3051

ATTACHMENTS

Attachment	Title of Attachment	Page Total
A	Application for Temporary Limited Duty Assignment	1 page
B	Temporary Limited Duty Assignment Agreement	1 page
C	Return to Work: Temporary Limited Duty Assignment Log	1 page
D	Verification of 30-Day Review of Temporary Limited Duty Assignment	1 page

KANSAS DEPARTMENT OF CORRECTIONS
APPLICATION FOR TEMPORARY LIMITED DUTY ASSIGNMENT

Date: _____ Work Site: _____

Employee's Name: _____

I hereby request that my appointing authority assign me temporarily to limited duty.

The position to which I am permanently assigned is: _____

The condition that is causing me to make this request is: _____

The restriction(s) and limitation(s) this condition causes me to have, which causes me to make this request:

I have/have not obtained a statement from my health care provider concerning this condition.
[circle one]

The name, address and telephone number of the health care provider I am seeing concerning this condition is:

The length of time that I am asking for a temporary limited duty assignment is: _____.

NOTE: Initial approval for a temporary limited duty assignment may not exceed nine (9) months.

The information I have provided is true and correct. I understand that I am responsible to provide the appointing authority with any medical or other information requested to review my request for limited duty assignment, that my initial and continued assignment is subject to me fulfilling this obligation, that I will be required to perform the essential functions of my permanent assignment during any period of the temporary limited duty assignment in the event of an emergency if the appointing authority or emergency coordinator directs me to do so, and that I am obligated to provide information as requested indicating my ability to return to the essential functions of my permanent regular assignment at the end of the term of this limited duty assignment.

Date Signature of Employee

Date Signature of Witness

Appointing Authority's response:	
_____ Disapproved	_____ Approved on these terms/conditions, for period of time indicated: _____

_____	Signature of Appointing Authority

cc (w/employee's agreement attached): Employees Medical File
Human Resources Director

KANSAS DEPARTMENT OF CORRECTIONS
TEMPORARY LIMITED DUTY ASSIGNMENT AGREEMENT

The undersigned, _____ having been temporarily assigned to limited duty at _____ (job site), hereby agrees to the following:

1. I have been advised, and acknowledge that this assignment is temporary, and that the conditions and terms specified in IMPP 02-106D are fully incorporated here by reference.
2. I have been advised that the period of the assignment is: _____.
3. I have been advised and acknowledge that this assignment is subject to 30-day reviews and may be modified at any time for good cause by the appointing authority.
4. I have been advised and acknowledge the fact that I am not relieved of any statutory law enforcement duty or the duty to respond in the event of an emergency if ordered to do so by the appointing authority or emergency coordinator, and that I must be prepared to perform the essential functions of my regular work assignment at any time if directed by my appointing authority to do so.
5. I have been advised and acknowledge that it is my responsibility to provide medical or other relevant information necessary to the appointing authority's evaluation and re-evaluation of the temporary limited duty assignment.
6. I have been advised and acknowledge that the appointing authority may request medical updates as often as deemed necessary, that I am obligated to cooperate in providing updated medical information, and that my failure to do so could result in revocation of the assignment.
7. I have been advised and acknowledge that I am responsible to provide information necessary to demonstrate my ability to perform the essential functions of my regular assignment upon the conclusion of the temporary limited duty assignment.
8. I have been advised and acknowledge that this temporary limited duty assignment shall always be subject to the operational needs of the facility or office.

Date

Signature of Employee

Date

Signature of Witness

KANSAS DEPARTMENT OF CORRECTIONS

VERIFICATION OF 30-DAY REVIEW OF TEMPORARY LIMITED DUTY ASSIGNMENT

DATE: _____

TO: _____

FROM: _____

SUBJECT: **30-Day Review of Temporary Limited Duty Assignment**

On _____, you were given a temporary limited duty assignment of _____.

On _____, a 30-day review was conducted concerning this assignment.

This will confirm that your current medical status, according to medical information that you have provided, is as follows: *(Indicate current medical restrictions as indicated by the treating health care provider.)*

The current prognosis concerning your ability to perform the essential functions of your regular assignment is: *(Indicate current information, which has been provided about the expected duration of the medical condition. If the information has not been provided, indicate "Not Provided")* _____

In order to continue in the temporary limited duty assignment indicated in this memo it is necessary that, on or before _____, you provide the appointing authority with the following information: *(Indicate any medical or other information which is necessary for a current assessment of the assignment, such as updated medical reports or additional needed information if no additional information is required, omit this paragraph or indicate Not Applicable)*

This temporary limited duty assignment will end on _____. On or before that date, you are required to provide the appointing authority with medical clearance from your treating health care provider, indicating that you are released to perform the essential functions of your regular duty assignment. *(Indicate regular duty assignment.)* _____

If you have questions about this matter, please contact

Thank you,