

## HR15 Return to Work Modified Workload/Workplace Accommodation Policy

Classification:	Human Resources
Responsible Authority:	Manager, Wellness and Abilities
Executive Sponsor:	Vice President, Human Resources
Approval Authority:	Algonquin College Executive
TeamDate First Approved:	2005.06.01
Date Last Reviewed:	2022.06.15
Mandatory Review Date:	2027.06.15

### PURPOSE

To outline the principles, obligations and standard for the provisions of a Return to Work Modified Workload/Workplace Accommodation at Algonquin College, and to ensure that all parties understand their rights and responsibilities under the Ontario Human Rights Code.

Algonquin College is committed to providing a cooperative and proactive environment to assist and support employees who have a permanent or temporary disability.

### SCOPE

This policy applies to all Algonquin College employees who are absent from work as a result of occupational or non-occupational illness or injury and require workplace accommodation and/or employees who have not been absent from work but require workplace accommodation.

### DEFINITIONS

Word/Term	Definition
Accommodation	A process of altering the methods of work and the working environment to enable a person, despite functional limitations, to fulfill the productive objectives of the job being performed. (Ontario Human Rights Code)
ASA	Administrative Staff Association
Disability	Section 10 of the Ontario Human Rights Code defines “disability” as: <ol style="list-style-type: none"><li>1. any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness and, without limiting the generality of the foregoing, includes diabetes mellitus, epilepsy, a brain injury, any degree of paralysis, amputation, lack of physical co-ordination, blindness or visual</li></ol>



employment for both temporarily and permanently disabled employees, thereby returning valuable human resources, benefits and productivity to the College.

3. This policy is intended to reflect and enforce the terms of the Ontario Human Rights Code. The College and any other affected party shall make the necessary accommodations required under the Ontario Human Rights Code.
4. Pursuant to the Return-to-work Letter of Understanding in the Collective Agreement, there shall be a Return to Work Team (RTW Team) established for each bargaining unit, and for the Administrative Staff Association (ASA). The team will consist of the Wellness and Abilities Specialist, the manager/supervisor, the employee, and their union representative where applicable.
5. In addition, there shall be a College Accommodation/Return to Work Review Committee composed of:
  - a. Manager, Wellness and Abilities
  - b. Wellness and Abilities Specialist
  - c. Two representatives from Local 415
  - d. Two representatives from Local 416
  - e. Two representatives from the ASA

The Committee will be co-chaired by an individual representative of the College and an individual representative of the unions or association. The individual Chair representative for the College will be identified by the College and individual Chair representative of the unions or association will be identified by the unions and association.

It is the business of this Committee to consider policy and legislative issues that may arise as a result of the work of the RTW Teams and they will meet annually.

It is understood that the Committee does not have access to confidential medical information about any employee.

6. This policy applies to employees with disabilities, as defined by the Ontario Human Rights Code. The College will accommodate short of undue hardship, employees who have a disability.
7. The College will initiate a proactive approach to accommodate any employee to enable them to carry out the essential duties of their position as a result of a disability. The College agrees to make every effort short of undue hardship to provide suitable employment to any employee unable to perform the essential duties of their pre-injury/pre-illness position as a result of a disability as defined by the Ontario Human Rights Code.
8. ACCOMMODATION ADVANTAGES
  - 8.1 Employee:
    - a. encourages a speedier rehabilitation;

- b. returns the injured/ill employee to gainful and productive employment safely and successfully as soon as possible;
- c. maintains employee's identity and self-respect by remaining productive;
- d. minimizes loss of reduction of technical ability, mental stamina and physical fitness;
- e. assists in reducing any sense of estrangement or isolation a recuperating employee may feel while off work by maintaining contact with co-workers and friends;
- f. assists the employee with the gradual reintegration to the physical emotional and cognitive demands of the workplace; and
- g. assists the employee in reducing the time required for the rehabilitated employee to return to full work capacity.

## 8.2 Employer:

- a. retains skilled employees;
- b. maintains productivity;
- c. reduces accident and Workplace Safety Insurance costs and the experience rating as it relates to occupational injuries;
- d. reduces unnecessary lost time;
- e. reduces costs of hiring and training replacement employees;
- f. assists in meeting legal requirements as they relate to the Workplace Safety and Insurance Board and Ontario Human Rights Commission;
- g. boosts employee morale.

## 9. **RESPONSIBILITIES AND ACCOUNTABILITIES**

### 9.1 Wellness and Abilities Specialist (WAS):

The Wellness and Abilities Specialist is responsible for the overall management and the day-to-day operations of the College's Accommodation and Modified Work Program. Please note that all individual accommodations and return-to-work cases with modification to an employee's assignment will be discussed collaboratively with the RTW team. The Wellness and Abilities Specialist will consult with appropriate parties and will report relevant findings to the team. The Wellness and Abilities Specialist will chair meetings attended by the Employee, Manager/Supervisor and Union Accommodation Representative (where applicable) where suitable accommodation/modified work is discussed. If the meeting is initiated by the Return to Work Specialist from WSIB they would chair the meeting.

#### 9.1.1 Specific Responsibilities:

- a. Provides a copy of this policy to any employee requiring accommodation;
- b. Provides training sessions for new hires, managers/supervisors and Union/Association Representatives;
- c. Communicates the goals and purpose of accommodation and the Modified Work Program to employees;
- d. Refers file to third party for accommodations >5 days for review and validation of medically supported restrictions and limitations

- e. Obtains expert opinion or advice where needed;
- f. Communicates medically supported restrictions and limitations to manager/supervisor and employee
- g. If there are any restrictions or limitations or a change to work hours the WAS as necessary will convene a meeting with the RTW team at the start of or before in some cases, the employees return to work date. Periodically a meeting may be initiated while the employee is off work for clarification purposes and to determine the feasibility of return to work at that time;
- h. Where applicable together with the RTW/Accommodation Team, create individual accommodation/modified duties assignments based of the employees medically supported restrictions and limitations with the help of other professionals, if appropriate; provide a copy of signed plan to all parties.
- i. Schedules follow-up meetings only if required;
- j. Maintain regular contact with the manger/supervisor and employee during period of accommodation/modified duties;
- k. Maintains a well-documented confidential file for individual employeesparticipating in an accommodation/modified work;
- l. Comply with guidelines of the Collective Agreements or Terms and Conditions of Employment, College policies and any other applicable legislation;
- m. Gives appropriate and timely consideration to the medical restrictions provided by the physician.
- n. Review and approve reimbursement within reasonable and customary fees to employee upon confirmation of payment and receipt of medical documentation requested by the College. This will not exceed the guidelines provided by the Ontario College of Physicians.
- o. Occupational Claims: Receives information from the involved medical and/or rehabilitation professionals by using the Functional Abilities Form (FAF), Form 6 and Form 8;
- p. Occupational Claims: Ensures that the Form 7 includes an official statement that the College has a Modified Work Program;
- q. Occupational Claims: Provides copies of Form 7 and other accident report to the union in a timely fashion, in each case where the accident or injury requires a modification to the work assignment;

## 9.2 Immediate Supervisor:

### 9.2.1 Specific Responsibilities:

- a. Maintain contact with the employee after the injury/illness
- b. Monitor employee progress and maintain communication throughout the return to-work/accommodation process;
- c. Work with the RTW/Accommodation Team to identifying suitable modified work assignment or work accommodation based on employees medically supported restrictions and limitation
- d. Ensures the employee's privacy and confidentiality are maintained during an absence and the return to work/accommodation process

- e. Occupational Claim: Investigates the injury or complaint in consultation with the Health and Safety Coordinator and the Health and Safety union representative in accordance with the Occupational Health and Safety Act depending on the severity of the occupational injury;
- f. Occupational Claim: Ensures the completion of accident or injury form;
- g. Trains the returning employee in the new duties as well as policies and procedures as applicable;
- h. Promotes the Modified Work Program among staff;
- i. Comply with College Policies and the Collective Agreements.

### 9.3 UNION/ADMINISTRATIVE STAFF ASSOCIATION REPRESENTATIVES:

The Modified Work Program is developed in consultation with the RTW Team. The Employees Manager and Wellness and Abilities Specialist will be responsible for the final assignment offer, subject to the grievance rights under the Collective Agreement.

#### 9.3.1 Specific Responsibilities:

The responsibilities of the Union/Association Representatives include the following:

- a. Participate as an active member of the RTW team;
- b. Communicate the goals and purpose of the Accommodation, Modified Work Program to the general membership;
- c. As a member of the RTW Team, makes recommendations to maximize the employee's successful rehabilitation;
- d. Ensure the employee's rights under the Accommodation, Modified Work Program are respected according to Legislation and the Collective Agreements or Terms and Conditions of Employment;
- e. Address employee's concerns regarding the Accommodation, Modified Work Program;
- f. Share joint responsibility with the employer to facilitate accommodation, modified work;
- g. Comply with College Policies and the Collective Agreement;
- h. Support and cooperate in accommodation measures recognizing that in some cases this may require some appropriate flexibility in the application of the Collective Agreements.

### 9.4 EMPLOYEE:

The primary objective of the Modified Work Program is to assist in the rehabilitation and early and safe return to work and/or accommodation of employees who have functional restrictions in their ability to carryout the duties of their job as a result of a disability. The employee's cooperation, support and participation are essential.

#### 9.4.1 Specific Responsibilities:

The employee's specific responsibilities are as follows:

- a. Report all non work-related injuries or illnesses that will impact the employee's ability to do their job to their immediate supervisor

- (immediately) and Wellness and Abilities Specialist (beyond 5 days)
- b. Inform your treating healthcare professional that the College has a Modified Return to Work/Accommodation Policy and has the ability to accommodate based on medically supported functional abilities, restrictions and limitations.
  - c. Provide documentation as required by the College and/or Third-Party Provider to substantiate and support need for accommodation/modified work by providing medically supported restrictions and limitation, prognosis, and progressive plan where applicable
  - d. Occupational Claims: Report all work related injuries to their immediate supervisor as within 24 hours of incident. As necessary seek medical attention from a medical practitioner;
  - e. Maintain regular communication with their manager/supervisor, Wellness and Abilities and third-party provider, advising of material changes to their medical condition;
  - f. Participates in the discussions regarding possible accommodation solutions;
  - g. Obtains clearance from the treating medical practitioner to return to work and provide functional abilities/limitations and a progressive return to work plan when required;
  - h. Cooperates with any experts whose assistance is required to manage the accommodation process;
  - i. Promptly communicates any difficulties and/or concerns regarding the duties to direct manager and Wellness and Abilities Specialist;
  - j. Where possible schedules medical appointments, etc, so they do not interfere with the modified work assignment;
  - k. Meets agreed-upon performance and job standards once accommodation is provided;
  - l. Comply with College Policies and the Collective Agreements.

#### 9.5 OCCUPATIONAL HEALTH AND SAFETY OFFICER/MANAGER:

##### 9.5.1 Specific Responsibilities:

- a. Acts as a consultant in matters related to accommodating improvements in the working area;
- b. Depending on the severity of the occupational injury, may be required to investigate the injury or complaint;
- c. Complies with the College Policies and the Collective Agreements.
- d. Provides a copy of Accident/Incident forms that are reportable to WSIB to Wellness and Abilities

#### 10. **PROCESS FOR RETURN TO WORK**

The process for return to work is initiated as soon as possible when medically feasible.

### 10.1 Occupational Injury (work related injury) & non-occupational injury or illness(non-work-related injury and/or illness)

The employee will immediately notify their immediate supervisor of any work-related illness or injury, and of any non-work-related illness that is expected to impact their ability to do their job and will seek medical attention promptly when required.

Where appropriate, the Wellness and Abilities Specialist, Manager/Supervisor or Third-Party Provider will provide an accommodation/modified work package to the employee. The package material will be dependent on the type of claim and may contain instructions to the injured worker, and WSIB or Attending Physician Forms, which must be completed by the health care practitioner.

The employee will provide to the health care practitioner the required forms for completion. The purpose of these forms is to advise the medical practitioner that the College has an accommodation/modified work program to support the employee and request the health care practitioner's assistance in providing the employee's functional abilities, limitations and rehabilitation progression possibilities. Non-occupational illness/injury forms are to be returned within 14 days from first day of absence/accommodation to Third-Party Provider.

For occupational claims accommodation/modified duties and/or hours worked will be reviewed by the Workplace Safety and Insurance Board. It is the responsibility of the employee to ensure that the forms are returned to the Wellness and Abilities Specialist as soon as possible following the appointment with the health care practitioner.

If not able to return the forms, employee must contact the Wellness and Abilities Specialist, and Third-Party Provider or WSIB.

If the employee is unable to perform the essential duties of their pre-injury position but is medically able to perform suitable work, they may first be offered available suitable employment within the department.

Not all accommodations require full meetings. In some cases, a simple piece of equipment or slight modification of work, hours, etc., may be all that is required. In those circumstances the College will notify the appropriate Union of the details of the accommodation at the time the accommodation is identified.

#### 10.1.1 Wages for Occupational Injury

If the employee is offered temporary modified duties and/or hours to their pre-injury position the employee's earnings will remain at the same level.

##### *Academic*

The employee's schedule may need adjustments. The employee will receive 100% of their earnings from the College. The College may receive

reimbursement from the Workplace Safety and Insurance Board.

*Administrative*

The employee's schedule will be prorated based on 36.25 hours per week. The employee will receive 100% of their earnings from the College. The College may receive reimbursement from the Workplace Safety and Insurance Board.

*Support Staff*

The employee's schedule will be prorated based on their pre-injury hours of either 35, 36.25 or 40 hours per week. The employee will receive 100% of their earnings from the College. The College may receive reimbursement from the Workplace Safety and Insurance Board.

*Part time Employees*

If WSIB deems the claim to be supported part time employees lost time will be payable directly from WSIB.

10.1.2 Wages for Non-Occupational Injury or Illness

If the employee is offered temporary modified duties to their pre-illness/injury position or short-term alternative employment, the employee's earnings will remain at the same level provided the employee works a full workload/full time hours.

If the employee is offered modified hours to their pre-illness/injury position or short-term alternative employment, the employee's pre-illness/injury earnings will be based on the following:

*Academic*

The employee's schedule will be based on their regular Standard Workload Form (SWF) or their class definition, and for partial load employees, the schedule will be in accordance with the collective agreement rights and responsibilities applicable to that employee at the time. The employee's earnings shall be based on the percentage of the full workload which they are medically capable of performing. Hours not worked will be deducted from the

employee's sick bank. Should the employee not have sufficient sick days to continue this arrangement, the employee will be paid short term disability, currently at 75% of salary.

*Administrative*

The employee's schedule will be based on 36.25 hours per week. The employee's earnings shall be based on the percentage of the full workload with they are medically capable of performing. Hours not worked will be deducted from the employee's sick bank

*Support Staff*

The employee's schedule will be based on their pre-injury hours of either 35, 36.25 or 40 hours per week. The employee's earnings shall be based on the percentage of the full workload which they are medically capable of performing. Hours not worked will be deducted from the employee's sick leave bank. Should the employee not have sufficient sick days to continue this arrangement, the employee will be paid short term disability, currently at 75% of salary.

If the employee is medically unable to return to their pre illness/injury position the job rate of the alternative position shall prevail and adjustments will be made accordingly.

## 10.2 AFTER 3 MONTHS

If a full-time employee is unable to return to work within 3 months of the non-occupational or occupational injury or illness, they will apply for Long Term Disability benefits. The Wellness and Abilities Specialist will initiate the Long-Term Disability documents for submission to the Insurance Carrier.

## 11. ESTABLISHING THE MODIFIED WORK ASSIGNMENT

### 11.1 Occupational Injury and Non-occupational Injury or Illness

Once it has been medically established that the employee is fit to return to work in some capacity or for accommodations which do not require absence, the Wellness and Abilities Specialist will schedule a meeting with the RTW/Accommodation Team. In order to facilitate the employee's return to work/accommodation, the RTW/Accommodation Team will discuss and implement the employee's assignment, as well as any specific goals and timetables for rehabilitation.

Consideration for assignments will be to:

1. Return the recovering employee to their pre-injury position with some minor modification, if necessary. Such modifications may consist of reduction or modification of duties and/or progressive return to work hours. Initial progressive return to work plans should be no greater than 12 weeks in duration;
2. Return the recovering employee to a comparable vacant position of alternative work; i.e. a position requiring related skills and experience and having comparable responsibility and earnings;
3. Return the recovering employee to a vacant suitable position where the employee has the necessary skills while respecting their restrictions and limitations;
4. The College may attempt to identify a specific short-term assignment designed especially for the rehabilitating employee within the context of the Ontario Human Rights Code and Duty to Accommodate.

Once suitable or modified work is identified, an offer is made to the returning employee.

During the course of the modified work assignment, employees who are unable to perform all of their pre-injury regular duties will be required to provide the College and/or Third-Party Provider with written updates of their functional abilities and prognosis from their physician.

If at any time, the employee on modified duties and/or schedule feels that their condition has changed significantly, they must submit a revised medical form from the appropriate health care provider practitioner for review and to support amendments to the established modified work assignment. The Third-Party Provider will review the revised form(s) and provide medically supported restrictions and limitations to the Wellness and Abilities Specialist. Where applicable RTW Team will review and evaluate the modified job assignment. It may then be necessary to establish a new assignment or alter the existing one.

Should the employee be medically unable to return to their regular duties/schedule at the end of the Modified Work Program, consideration should be given to an extension of the assignment for that employee. This extension will only be considered by the Wellness and Abilities Specialist and the RTW Team if the employee provides documentation certifying that the employee's progress during the assignment indicates that an extension would be medically required.

#### 11.2 Permanent Modified Work

If the employee has permanent restrictions, the RTW Team will make every effort, short of undue hardship, to accommodate.

#### 12. EDUCATION and PROMOTION

The RTW Review Committee shall ensure this policy is known and understood and is posted on the College's website. The College shall ensure all new employees are made aware of the RTW program.

#### 13. CONTINUOUS IMPROVEMENT

The RTW Review Committee shall meet annually to review/assess the program.

The College agrees to confer with and receive any recommendations from the local union, when reviewing the policy.

There shall be an annual report on the RTW program to senior management and RTW Committee. It is to be provided no less than 30 days prior to the annual review meeting of the RTW/Accommodation Review Committee.

14. DISPUTE RESOLUTION

In the case of a dispute over an accommodation, the RTW/Accommodation Review Committee will convene a meeting to attempt to find a resolution, if all parties agree; the resolution shall be binding on the parties for that accommodation only. If the parties cannot agree, the employee may revert to the grievance process or the dispute resolution process as outlined in the respective Collective Agreements or the Terms and Conditions of Employment.

**PROCEDURE**

<u>Action</u>	<u>Responsibility</u>
1. Immediately notify your manager/supervisor of any work or non-work-related illness or injury that is expected to impact your ability to do the job.	Employee
2. Seek health care attention promptly and request the health care practitioner complete requested supporting medical documentations within requested time period	Employee
3. The College reserves the right to request medical documentation at any time to validate modified return to work/accommodation and ensure salary and benefits are continued where applicable. If non-occupational modified work/accommodation goes beyond five (5) days, the employee may be referred to our Third-Party Provider by the Human Resources Wellness and Abilities team.	Wellness and Abilities/Manager/ Employee
<p>A doctor’s note does not automatically constitute approval for accommodation/modified return to work, disability benefits or short-term disability leaves.</p> <p>Where the College determines that the initial medical documentation is insufficient and the employee is required to provide further documentation from the physician or attending specialist, the College shall pay the cost of the medical examination or documentation within reasonable and customary fees.</p>	
4. Provide a modified work package to the employee, if appropriate. This package includes instructions to the worker on Third-Party process and/or forms that will require completion by the health care practitioner. Example: Attending Physician Statement, WSIB Form 6, 8	Wellness and Abilities Specialist, Supervisor, Third-Party
5. Return the requested medical documentation to the Wellness and Abilities Specialist or Third-Party provider within the specified period following the health care appointment. If an extension is required to return the form, you must contact the Wellness and Abilities Specialist and Third- Party	Employee

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|---|--|
| 6. Offer available suitable employment within the department to the employee if unable to perform the essential duties of their pre-injury position but is medically able to perform suitable work. | Immediate supervisor in consultation with Wellness and Abilities |
| 7. Notify the appropriate Union of the details of the accommodation at the time the accommodation is identified   | Wellness and Abilities   |
| 8. Prorate the employee earnings, if the employee is offered modified hour to their pre-illness/injury position, based on the pre-illness/injury earnings (Article 10.1 above).                     | Immediate supervisor in consultation with Wellness and Abilities |
| 9. If employee is unable to return to work within 3 months of the non-occupational or occupational injury or illness, apply for Long Term Disability benefits                                       | Employee, Wellness and Abilities Resources                       |
| 10. Ensure that Plan Sponsor Form for LongTerm Disability documents has been submitted to the Insurance Carrier in a timely manner.   | Wellness and Abilities   |

## SUPPORTING DOCUMENTATION

Return to work and Accommodation Brochure

## RELATED POLICIES

[HR 23 Sick Leaves \(Short-Short Term Disability\)](#)

[HS05 Accident Reporting and Investigation](#)

[Benefit Booklet Administration](#)

[Benefits Booklet Support](#)

[Benefit Booklet Faculty](#)

## RELATED MATERIALS

### **Ontario Human Rights Code**

<http://www.ohrc.on.ca/en/resources/code>

### **Academic Staff Collective Agreement**

<http://www.algonquincollege.com/hr/labour-relations/collective-agreements/>

### **Support Staff Collective Agreement**

<http://www.algonquincollege.com/hr/labour-relations/collective-agreements/>

### **Terms and Conditions of Employment for Administrative Employees**

<http://www.algonquincollege.com/hr/labour-relations/employment-tc/>

### **Workplace Safety and Insurance Act**

<http://www.canlii.org/en/on/laws/stat/so-1997-c-16-sch-a/latest/so-1997-c-16-sch-a.html>