

Sample of:

Kept on Salary (KOS) Policy Return to Work (RTW) Policy

In the event an employee is injured on the job, and the attending physician determines that the employee is restricted from working, (*employer name*) will pay the injured employee full salary for the time the employee is unable to work for a maximum of 30 week days (6 weeks) immediately following *the date of injury*. The employee will be paid regular rate of pay for regular hours per day with no overtime. If hours/wages are irregular the wages will be averaged. The employee will continue to receive all benefits received or qualified for prior to the injury.

During this time the employee must be in constant contact with (*employer name*) as to the progress of recovery. The employee is required to take all necessary forms to the attending physician each and every time there is a check-up, evaluation or office visit during the course of the treatment. The employee is to remain off of work or remain on light duty/modified work.

(*Employer name*) will offer the employee light duty/modified work. When the employee's physician approves a light duty/modified work position, the employee will have 7 days to respond to the written job offer. The employee must complete the *Employee Decision* form during a meeting with (*employer name/contact person name*). If the employee agrees to accept the position, the work will begin in accordance with the job offer. If the employee declines the offer, the decision will be construed as a "voluntary quit." The KOS benefit will terminate on the day that the employee quits and L&I will be notified of the voluntary quit. L&I will not pay time loss benefits when the employee declines the light duty/modified job offer.

Failure of the employee to respond to the job offer within 7 days will be considered as a voluntary quit. The KOS benefit will terminate as of the 7th day of the offer and L&I will be notified so that no time-loss benefits will be paid.

At the time that the attending physician releases the employee to full duty work, the temporary light duty/modified job will no longer be offered to the employee. The employee will either return to work at the regular job if it is available, be offered other work as available, or be laid off if there is no regular work available and be eligible to apply for unemployment benefits.

Should the employee continue to be unable to work at the regular position beyond the 30 days (*employer name*) (*may or will*) not continue to pay the employee their regular salary. The modified/light duty position may or may not be continued. If the position continues to be available (*employer name*) will reduce the wages to the "fair market value" of the job and L&I will be notified to begin paying *Loss of Earning Power* benefits. *Loss of Earning Power* benefits are paid in the amount of 80% of the difference of the regular wage and the wage for the light duty job. If the light duty position is no longer available after the 30-day period L&I will be notified to begin paying full temporary total disability (*time loss*) benefits.

If the employee is permanently restricted by the attending physician from performing the regular job duties (*employer name*) may or may not offer a permanent light duty/modified position.