

Articles Covering Light/Limited Duty Assignments

From the Master Agreement between the
State of California and SEIU Local 1000

SkillBrief

9.19.3 Light/Limited Duty Assignments (Unit 3)

- A. As part of a return-to-work program for employees who are incapacitated due to illness or injury, an employee may request and/or the State may initiate a limited duty assignment.
- B. Limited duty assignments will be administered in accordance with all the following criteria:
 - 1. When the assignment is in accordance with a physician's substantiation and recommended instruction;
 - 2. When and where the State determines that the assignment provides needed services;
 - 3. When the employee can satisfactorily perform the work;
 - 4. When there is prognosis for improvement of the illness or injury;
 - 5. Maintaining safety shall be prime consideration prior to assigning limited duty.
- C. The duration of a limited duty assignment shall be up to forty-five (45) calendar days. At the State's discretion, a limited duty assignment may be extended up to sixty (60) days when warranted under B(1) through B(5) above.
- D. The State may make alternative assignments, retrain employees, or may, if it follows the requirements of the Government Code, medically terminate an employee whose prognosis for the continued employment is poor.
- E. The state reserves the right to have the employee examined by a physician of its choosing prior to granting, continuing, or extending a light/limited duty assignment.
- F. When an employee's injury or illness is medically determined to be permanent, the employee or the State may initiate action under the provisions of reasonable accommodation as prescribed by the SPB. Nothing in this section shall be construed to contravene the SPB's constitutional and/or statutory authority to determine the appropriate classification of assigned duties; to require reasonable accommodation of an employee or applicant with disability; or to determine the ability of an applicant or employee to perform the essential functions of a classification or job. Complaints under this section alleging out-of-class work, denial of reasonable accommodations, discrimination based on disability, or inappropriate medical demotion, transfer or termination shall not be grievable under the grievance procedure contained in article 6 of this Contract, but may be appealed to the SPB, the DFEH, and/or the Employment Opportunity Commission.

G. This section shall apply to all Unit 3 employees.

9.19.14 Light/Limited Duty Assignments (Unit 14)

- A. As part of a return-to-work program for employees who are incapacitated due to illness or injury, an employee may request and/or the State may initiate a limited duty assignment.
- B. Limited duty assignments will be administered in accordance with all the following criteria:
 - 1. When the assignment is in accordance with a physician's substantiation and recommended instruction;
 - 2. When and where the State determines that the assignment provides needed services;
 - 3. When the employee can satisfactorily perform the work;
 - 4. When there is a prognosis for improvement of the illness or injury;
 - 5. Maintaining safety shall be a prime consideration prior to assigning limited duty.
- C. The duration of a limited duty assignment may be up to sixty (60) calendar days. At the State's discretion, a limited duty assignment may be extended an additional sixty (60) days when warranted under B(1) through B(5), above.
- D. The State may make alternative assignments, retrain employees, or may, if it follows the requirements of the Government Code, medically terminate an employee whose prognosis for continued employment is poor.
- E. The State reserves the right to have an employee examined by a physician of its choosing prior to granting, continuing, or extending a light/limited duty assignment.
- F. When an employee's injury or illness is medically determined to be permanent, the employee may request Reasonable Accommodation as prescribed by the SPB. The State will review the request in conformance with SPB rules. Nothing in this section shall be construed to contravene the SPB's constitutional and/or statutory authority to determine the appropriate classification of assigned duties; to require reasonable accommodation of an employee or applicant with disability; or to determine the ability of an applicant or employee to perform the essential functions of a classification or job. Complaints under this section alleging out-of-class work, denial of reasonable accommodations, discrimination based on disability, or inappropriate medical demotion, transfer or termination shall not be grievable under the grievance procedure contained in article 6 (Grievance and Arbitration) of this Contract, but may be appealed through the SPB's Reasonable Accommodation Appeals Process.
- G. As part of a return-to-work program for employees who are incapacitated due to illness or injury, an employee may request and/or the State may initiate a limited duty assignment.

9.19.15 Light/Limited Duty Assignments (Unit 15)

- A. As part of a Return-To-Work Program for employees who are incapacitated due to illness or injury, an employee may request and/or the State may initiate a limited duty assignment. If an employee makes a request, the State shall endeavor to initiate a light/limited duty assignment.
- B. Limited duty assignments will be administered in accordance with all the following criteria:
 - 1. When the assignment is in accordance with a physician's substantiation and recommended instruction;
 - 2. When and where the State determines that the assignment provides needed services;
 - 3. When the employee can satisfactorily perform the work;
 - 4. When there is a prognosis for improvement of the illness or injury;
 - 5. Maintaining safety shall be prime consideration prior to assigning a light limited duty.
- C. The duration of a limited duty assignment shall be up to forty-five (45) calendar days. At the State's discretion, a limited duty assignment may be extended up to sixty (60) days when warranted under B(1) through B(5) above.
- D. The State may make alternative assignments, retrain employees, or may, follow the requirements of the Government Code.
- E. The State reserves the right to have the employee examined by a physician of its choosing prior to granting, continuing, or extending a light/limited duty assignment.
- F. When an employee's injury or illness is medically determined to be permanent, the employee or the State may initiate action under the provisions of Reasonable Accommodation as prescribed by the SPB. Nothing in this section shall be construed to contravene the SPB's constitutional and/or statutory authority to determine the appropriate classification of assigned duties; to require reasonable accommodation of an employee or applicant with disability; or to determine the ability of an applicant or employee to perform the essential functions of a classification or job. Complaints under this section alleging out-of-class work, denial of reasonable accommodations, discrimination based on disability, or inappropriate medical demotion, transfer or termination shall not be grievable under the grievance procedure contained in article 6 of this Contract, but may be appealed to the SPB, the DFEH and/or the Equal Employment Opportunity Commission.

9.19.17 Light/Limited Duty Assignments (Unit 17)

- A. Where the need is substantiated by a physician, the State will attempt to provide light/limited duty assignments for up to sixty (60) days: 1) in accordance with a physician's recommended instructions; 2) where and when services are needed; 3) to the extent it does not inconvenience other employees; 4) to the extent the employee can satisfactorily perform the work; and 5) where

there is a prognosis for improvement. At the option of the State, the assignment may be extended beyond sixty (60) days. It is the intent of the parties that the limited duty assignments be of the minimum necessary durations and that the maximum limited duty assignment of sixty (60) days, and any extensions, be utilized for the most severe illnesses or injuries.

- B. The State may make alternative assignments, retrain employees, or as provided under the Government Code, medically terminate an employee whose prognosis for continued employment is poor.
- C. The State reserves the right to have an employee examined by a physician of its choosing prior to granting, continuing or extending a light/limited duty assignment.
- D. Nothing in this section shall be construed to contravene the SPB's constitutional and/or statutory authority to determine the appropriate classification of assigned duties, to require reasonable accommodation of an employee or applicant with a disability, or to determine the ability of an applicant or employee to perform the essential functions of a classification or job. Complaints under this section alleging out-of-class work, denial of reasonable accommodation, discrimination based on disability, or inappropriate medical demotion, transfer or termination shall not be grievable under the grievance procedure contained in article 6 (Grievance and Arbitration Procedures) of this Contract.

9.19.20 Light/Limited Duty Assignments (Unit 20)

- A. Where the need is substantiated by a physician, the State will attempt to provide light/limited duty assignments for up to sixty (60) days:
 - 1. In accordance with a physician's recommended instructions;
 - 2. Where and when services are needed;
 - 3. To the extent it does not inconvenience other employees;
 - 4. To the extent the employee can satisfactorily perform the work; and
 - 5. Where there is a prognosis for improvement.At the option of the State, the assignment may be extended beyond sixty (60) days.
- B. The State may make alternative assignments, retrain employees, or as provided under the Government Code, medically terminate an employee whose prognosis for continued employment is poor.
- C. The State reserves the right to have an employee examined by a physician of its choosing prior to granting, continuing or extending a light/limited duty assignment.
- D. Nothing in this section shall be construed to contravene the SPB's constitutional and/or statutory authority to determine the appropriate classification of assigned duties; to require reasonable accommodation of an employee or applicant with disability, or to determine the ability of an applicant or employee to perform the essential functions of a classification or job. Complaints under this section alleging out-of-class work, denial of reasonable

accommodation, discrimination based on disability, or inappropriate medical demotion, transfer or termination shall not be grievable under the grievance procedure contained in article 6 of this Contract.