



INTERNAL MANAGEMENT POLICY & PROCEDURE

Applicability: ☐ Adult Operation Only ☐ JUVENILE Operations Only ☒ DEPARTMENT-WIDE

IMPP #: 02-106D

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HUMAN RESOURCES: Temporary Limited Duty Assignments and Return to Work

Original Date Issued: 03-12-15 Replaces IMPP Issued: 09-23-25 **CURRENT EFFECTIVE DATE: 06-18-26**

Approved By: , Secretary Next Scheduled Review: 03/2029

POLICY

All employees of the Department of Corrections shall strive to maintain a work environment that contributes to the prevention of accidental job-related injuries and/or illnesses. However, when an accidental injury and/or illness does occur, the Department is committed to supporting the successful recovery of the eligible injured and/or ill employee through early intervention and by taking all reasonable steps to assist him or her toward the goal of returning to work as quickly as possible.

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. 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

Accidental Job-Related Injury/Illness: For purposes of this policy, accidental job-related injury/illness shall mean an injury or illness directly attributed to a specific documented incident or condition to which the employee is exposed while in pay status and performing work for the Department, and for which benefits are approved by the State Self Insurance Fund. Accidental job-related injury/illness does not include any condition acquired by the employee outside of the responsibilities associated with their position within KDOC. Additionally, it does not include injuries and/or a condition deliberately inflicted by another employee and/or to which the employee's own gross negligence, or being under the influence of alcohol or the illegal use of drugs or controlled substances contributed or caused.

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols, including methyl or isopropyl alcohol.

Alcohol Use: The consumption of any beverage, preparation, or mixture, including any medication, containing alcohol.

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."

Controlled Substances: Marijuana/cannabinoids (THC), cocaine metabolites, opiates, phencyclidine (PCP), amphetamines/methamphetamine.

Eligible Employee: For the purposes of this policy, any person employed full-time or part-time by the Kansas

Department of Corrections who currently has permanent status, or who had prior permanent status and is on probation due to promotion. The term shall not include any person employed by an entity under contract to provide services to the Kansas Department of Corrections.

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 thirty (30) days 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.

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).

Transitional Employment: Work that is necessary for the efficient operation of the office/facility, that can be performed for up to three (3) months by an employee who is unable to perform his or her usual duties due to accidental job related injury/illness, and is at the same or a lower pay grade than the employee's pre-injury/illness position. Transitional employment status may be approved beyond the three (3) month period by the appointing authority in consultation with the KDOC Human Resources Director.

PROCEDURES

I. Responsibilities

A. Appointing Authorities:

1. Support and promote the Return to Work program in his or her area of authority.

B. Human Resource Managers and Representatives, and Department Heads:

1. Educate employees concerning the Return to Work program;
2. Participate with the employee in the development of a Return to Work Plan;
3. Monitor Return to Work Plans and modify as necessary;
4. Review essential functions with the employee to identify suitable work assignments;
5. Throughout recovery periods, maintain communication with employees participating in the Return to Work program;
6. Complete necessary forms and reports; and,
7. Monitor the success of the Return to Work program and make recommendations to the Appointing Authority and the Human Resources Director.

C. Eligible Injured or Ill Employee

1. Obtain and provide the Department relevant information from a health care provider or State Self Insurance Fund in the form required by the Department;
2. Participate in development of a Return to Work Plan;
3. Follow the instructions and recommendations of his or her health care provider;
4. Participate in the prescribed rehabilitation process;
5. Assist the Department to identify suitable work consistent with his or her functional abilities; and,
6. Keep the Department informed concerning any changes to his or her condition that may impact his or her ability to return to work.

II. Participation and Eligibility

- A. Each eligible employee who is unable to perform the normally assigned duties of his or her position due to an accidental job injury or illness as defined by this policy, shall be required to participate in a Return to Work conference as soon as possible following the incident or situation causing the condition. The initial conference shall include the employee, the human resource manager or representative, and the appointing authority or designee, and may be a teleconference, if necessary to assure participation by all parties.
1. At least five (5) working days prior to the conference, the human resource manager shall provide the employee with a copy of his or her position description and a list of the essential functions of the job.
 2. If a statement from State Self Insurance Fund is not available, the employee shall be responsible for providing the position description and list of essential functions to his or her health care provider in order to obtain a statement containing the information specified in the next paragraph.
 3. The employee shall be responsible for providing to the human resource manager or representative and the appointing authority, information from his or her health care provider and/or State Self Insurance Fund. To the extent possible such information shall specify the employee's functional abilities, any limitations the employee may have relative to the applicable work environment, any essential functions that he or she is currently unable to perform, an estimate of the duration of the limitations, and the prognosis for potential improvement.
 4. The employee, the human resource manager or representative, and appointing authority shall review the information provided by the health care provider or State Self Insurance and, together, shall formulate a Plan of Action (Attachment A) for returning the employee to work as soon as possible. The plan shall include:
 - a. An estimation of the length of time needed in order to return the employee to his or her pre-injury/illness duties;
 - b. Any reasonable accommodations that would be required; and,
 - c. A description of potential Transitional Employment assignments; or
 - d. A description of potential permanent job assignments that fit the employee's functional abilities, if recovery sufficient to resume his or her pre-injury/illness is not expected.

5. Within five (5) working days from the date of the conference, the human resource manager or representative shall submit the Plan of Action and the information received from the health care provider or State Self Insurance Fund to the appointing authority for review and approval.
 6. The human resource manager or designee shall review the Plan of Action and update or modify it as needed. Once an employee is placed in a transitional assignment, the manager of the area in which the employee is working shall be included in the subsequent reviews.
 - a. Plan of Action and subsequent updated plans shall be maintained in the employee's medical file.
 7. Human Resources shall complete and submit a Return to Work: Temporary-Limited-Duty Assignment Log (Attachment B) on the first day of each month to the Human Resources Director or designee detailing participation in transitional employment.
- B. For payroll purposes, if Transitional Employment is approved, the employee shall remain in his or her pre-injury/illness position while performing the duties of the Transitional Employment position.
1. For all organizational purposes, the employee shall be considered as an incumbent in the Transitional Employment position and may not be called upon to perform any duties of his or her pre-injury/illness position.
 2. With the exception of testifying in a court of law on a work-related matter, a corrections officer or juvenile corrections officer who accepts Transitional Employment in a non-security position shall not wear his or her uniform while working, and shall not be called upon to perform corrections officer duties.
 - a. While working a Transitional Employment assignment in a non-security position, a corrections officer or juvenile corrections officer shall be placed on an overtime/comp time schedule that is based on a 40-hour workweek.
 - b. For the period in which a uniformed employee is working in a Transitional Employment assignment they shall not be subject to the mandatory overtime requirements associated with their pre-injury/illness position. In such instances, the employee's placement on the mandatory overtime list shall remain unchanged until such time as they return to their pre-injury/illness position.
- C. An employee's participation in the Return to Work program shall end when one of the following conditions has been met:
1. The employee's health care provider certifies that:
 - a. The employee is able to return to his or her pre-injury/illness duties and perform all of the essential functions with or without reasonable accommodation(s);
 - b. No further improvement in the employee's condition is expected and a permanent alternative job placement is recommended; or,
 - c. No further improvement in the employee's condition is expected and the employee may not perform work of any kind.
 2. A permanent alternative assignment has been made;
 3. The Department is unable to place the employee in a suitable and available transitional assignment within three (3) months of the employee's entry into the program; or
 4. The Department is unable to place the employee in a suitable and available permanent

work assignment within three (3) months of the employee's assignment to transitional employment.

- D. If the employee's health care provider certifies that the employee may not return to work of any kind, the appointing authority and the human resource manager shall determine what action to take in compliance with IMPP 02-114D and IMPP 02-125D.
- E. If the employee refuses to participate in the Return to Work program, including all reasonable transitional assignments, the human resource manager shall notify the State Self Insurance Fund, and the appointing authority and the human resource manager shall determine what additional action to take in compliance with IMPP 02-114D and IMPP 02-125D.

III. 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 residents or 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.
 - 4. The following are examples of work assignments or locations that may serve as temporary limited duty assignments in facilities:
 - a. Records Department;
 - b. Mailroom;
 - c. Main Entry;
 - d. EAI Intel Support;
 - e. Administration Support.
 - 5. The appointing authority shall identify, in a general order, the work assignments for temporary limited duty assignments at their respective facility.

IV. 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 C) 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 by the appointing authority or designee 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.

V. 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 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
- 6. Any other factors relevant to the safe and efficient operation of the facility or office.
- 7. Staff may not be placed in a temporary limited duty assignment that would displace another staff from a post to which he or she was assigned through the post preference process.
- 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.

VI. 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 D), 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. 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;
 - 5. 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,
 - 6. 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 Return to Work: Temporary-Limited-Duty Assignment Log (Attachment B) monthly detailing the status of temporary duty assignments and submit to the Human Resources Director or designee.

VI. 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 thirty (30) days.
 - 1. After the initial thirty day period, an extension of the assignment may be granted for a

period of no more than 30 days upon re-evaluation of the employee by a health care provider. An additional extension of time shall not be granted at the conclusion of the initial thirty (30) day period and a following thirty (30) day extension.

- B. The appointing authority shall review the temporary limited duty assignment following the initial 30 day period, and again following any extension, 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 a 30-day review, the appointing authority shall complete the Verification of 30-Day Review of Temporary Limited Duty Assignment (Attachment E), 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.

VII. Work unit leaders (wardens, superintendents) shall develop a general order for this IMPP that addresses only the following:

- A. The work assignments that may serve as temporary limited duty assignments at their respective facility.

NOTE: The policy and procedures set forth herein are intended to establish directives and guidelines for staff, residents, 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, residents or offenders, or an independent duty owed by the Department of Corrections to employees, residents, 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, 1-5-21, and 1-9-5
IMPP 02-109D, 02-114D, 02-125D

HISTORY

03-12-15 Original
09-23-25 Revision 1
06-18-26 Revision 2

ATTACHMENTS

Attachment	Title of Attachment	Page Total
A	Plan of Action form	2 pages
B	Return to Work: Temporary Limited Duty Assignment Log	1 page
C	Application for Temporary Limited Duty Assignment	1 page
D	Temporary Limited Duty Assignment Agreement	1 page
E	Verification of 30-Day Review of Temporary Limited Duty Assignment	1 page

Date of Conference: _____

_____ Initial conference or,

_____ Follow-up conference?

**KANSAS DEPARTMENT OF CORRECTIONS
RETURN TO WORK PROGRAM
Plan of Action**

Employee Name	Facility/Office
Position Title	Appointing Authority: Human Resource Manager:

Documentation: _____ State Self Insurance _____ Health Care Provider _____ Essential Functions Form		
Documented Physical Capacities/Restrictions:		
Date Restrictions Began:	Estimated Date when Employee Can Return to Pre-injury/illness duties with or without reasonable accommodation:	Next Review Date:

TRANSITIONAL ASSIGNMENT OPTION #1	
Start Date:	Anticipated End Date:
Describe duties and/or specific tasks:	
Accommodations:	
Work Schedule, including a progression schedule, if applicable:	

TRANSITIONAL ASSIGNMENT – OPTION #2	
Start Date:	Anticipated End Date:
Describe duties and/or specific tasks:	
Accommodations:	
Work Schedule, including a progression schedule, if applicable:	

TRANSITIONAL ASSIGNMENT OPTION #3	
Start Date:	Anticipated End Date:
Describe duties and/or specific tasks:	
Accommodations:	
Work Schedule, including a progression schedule, if applicable:	

Attach additional pages if needed.

This plan has been reviewed and discussed with me to clarify any questions I may have. I have been provided with a copy of this plan and I understand a copy will be retained in my medical file. Should I experience any difficulties while performing transitional work, I will immediately notify the Human Resource Office.	
Employee Signature:	Date:
Appointing Authority or Designee Signature:	
Human Resource Manager Signature:	Date:
Assignment Manager Signature:	Date:

I have reviewed the proposed Plan of Action and approve of its implementation/continuation: _____
 As Written or _____ With these changes/conditions: _____

[illegible]

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 thirty (30) days.

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: _____

Date 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 for a 30-day period, may be reviewed and extended for an additional 30 days, 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 Extension 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,