

**CITY OF CHESAPEAKE, VIRGINIA**

**NUMBER: 19.2**

**ADMINISTRATIVE REGULATIONS**

**EFFECTIVE DATE: 07-18-00**

**SUBJECT: HUMAN RESOURCES DEPARTMENT -  
SELECTIVE DUTY POLICY**

**SUPERSEDES: n/a**

## **I. INTRODUCTION**

The City of Chesapeake has established a selective duty program in which the productivity of City employees can be used most effectively when their regular duties are temporarily restricted as a result of an injury or medical condition.

## **II. PURPOSE**

The purpose of the policy is to provide all regular and special project employees who are temporarily unable to perform their regularly assigned duties with the opportunity to work while recuperating from an injury or medical condition. This temporary assignment may result in a recuperating employee being assigned duties other than their regularly assigned duties or performing the essential functions of their regular position for fewer hours than regularly assigned.

## **III. ELIGIBILITY**

This policy applies to all regular full-time and part-time employees and special project employees. Seasonal and temporary employees are not covered by this policy.

## **IV. PROCEDURE**

### **A. Responsibilities**

#### **1. Human Resources Department**

The City of Chesapeake's Human Resources Department will coordinate the administration of this policy.

#### **2. Department Heads**

Department Heads will be responsible for designating a Selective Duty Coordinator and for identifying tasks for Selective Duty within their Department.

3. Selective Duty Coordinators

Selective Duty Coordinators will be responsible for providing employees with the "Duty Status Assessment" form and working with the Department Head to coordinate employees meeting the criteria for selective duty with selective duty assignments.

4. Employees eligible for Selective Duty

Employees eligible for Selective Duty will be responsible for immediate notification of any injury or medical condition (occurring on-duty or off-duty) affecting their ability to perform their regularly assigned duties.

B. Duty Status Assessment

1. The affected employee's supervisor will advise the employee to contact the designated Selective Duty Coordinator and provide the employee with a copy of his/her current Job Description. The Selective Duty Coordinator, or his designee, will provide the employee with the "Duty Status Assessment" Form (see attached). The copy of the current Job Description should be attached to Section II of this form. This form is to be taken to the employee's attending physician for completion. The attending physician will complete Sections III and IV and return the form to the employee to return to their supervisor. The ability to perform specific duties will be identified by the attending physician and the employee. The employee and their supervisor will review all sections and sign Section V of this form prior to the temporary assignment being approved.
2. The employee will be provided with a copy of the form and the original will be forwarded to the Department Head. The Department Head will forward the form (original) to the Human Resources Department where it will be maintained. If the injury or medical condition occurred while on-duty, the Department Head will forward the form (original) to Risk Management where it will be maintained.
3. The employee's condition is to be re-evaluated every 30 days thereafter. The City reserves the right to require an eligible employee to obtain the opinion of a second health care provider designated by the City, at the City's expense.

C. Payment for Medical Expenses

1. If the employee's injury or medical condition occurs while the employee is on-duty, eligibility for payment of medical expenses will be determined in accordance with Workers' Compensation laws and the City's policies on such injuries or conditions.
2. If the employee's injury or medical condition occurred while off-duty, the employee will have responsibility for medical expenses.

#### D. Selective Duty Limitations

Employees will be temporarily assigned in a Selective Duty status. This applies to each separate injury or medical condition. Selective Duty assignments will terminate after an employee has been assigned to Selective Duty for a period of one (1) year. Extensions may be granted based on continuing improvement, with the recommendation of the Human Resources Department and the appropriate Department Head. If it is medically determined that the employee will be unable to return to his/her regular duty assignment, members of the Human Resources Department can provide information regarding the employee's available options.

#### E. Assignment

1. The City is under no legal obligation to provide a Selective Duty assignment. However, every effort will be made to place an employee in a Selective Duty Assignment in accordance with this policy.
2. A Selective Duty assignment is considered a work assignment. The Selective Duty assignment will be identified by the Department Head, or his designee, and the Selective Duty Coordinator and determined by the needs of the department.
3. Employees that are temporarily unable to perform their regular duties due to a work-related injury or medical condition will be given preference for Selective Duty assignments.
4. Employees will be assigned within their own departments when available. Assignments to other Departments may be made when available and/or necessary. Such assignments will not be implemented without the concurrence of appropriate Department Heads and notification to the Human Resources Department.
5. The employee and the immediate supervisor (during the Selective Duty assignment) will have the specific responsibilities as follows:
  - a. Report to work as scheduled
  - b. Coordinating all doctor/therapy visits through their supervisor if scheduled during working hours \*
  - c. The employee will accept assignments that are in accordance with the attending physician's limitations. Any employee refusing to accept assignment is in violation of this policy.
  - d. Adhering to the restrictions defined by the physician on the Duty Status Assessment form and the provisions of the Selective Duty Policy.

- \* Submission of Leave Request forms will be required. If the injury or medical condition is work related, the form will be annotated W/C (Worker's Compensation) to indicate Type of Leave. If the injury or medical condition is non-work related, the appropriate type of leave will be indicated on the Leave Request Form.

- Supervisor:
- a. Ensure employee is adhering to work restrictions as defined by physician
  - b. Maintaining employee as personnel assigned, tracking hours worked, attendance, etc.
  - c. Maintain temporary records of employee's performance during their assignment
  - d. Provide a "Performance Evaluation" for employee to the employee's regular duty supervisor \*
  - e. Consult the Selective Duty Coordinator for questions/information if needed
  - f. Forward all documentation regarding employee's restrictions, return to full duty, Duty Assessment Forms, etc. to the Selective Duty Coordinator.

- \* Performance evaluations will be comprised of a combination of evaluation of the employee's performance during regular duties and Selective Duty (i.e., employee performs regular duties 6 months of the period and Selective Duty for 6 months performing other duties would result in the overall evaluation containing recommendations from both supervisors (50%/50%). The employee's regular duty supervisor will maintain responsibility for the completion of the Performance Evaluation.

#### F. Compensation

While temporarily assigned to Selective Duty, the employee will be paid at his/her regular pay for hours worked.

#### G. Exclusions

Employee will not be eligible for Selective Duty when injury or medical condition is a result from the following conditions/actions:

1. Intentionally self-inflicted injuries.
2. Injury occurring in the course of committing a felony or assault.
3. Service in the armed forces.
4. Willful violation of a safety statute.
5. Gross negligence.
6. Cosmetic surgery or treatment or surgery or treatment not deemed medically necessary by a physician.

H. Termination of Selective Duty

Selective Duty assignments will be terminated if one or more of the following occur:

1. The attending physician returns the employee to full duty with no restrictions.
2. The attending physician prohibits the employee from continued participation in a Selective Duty assignment.
3. There is no longer a task available, within the City, that accommodates the employee's limitations.
4. The attending physician determines that the employee's condition is permanent.
5. The employee has exceeded the Selective Duty time limit.
6. The employee refuses to accept the conditions of the Selective Duty assignment.



John L. Pazour, City Manager

7-18-00  
Date