

**CONTROL – EARLY AND SAFE RETURN TO WORK (RTW) /WORK  
REINTEGRATION (WR) POLICY**

**Policy**

The management of Jeffery's Greenhouses ( the "Company") is vitally committed to the health and safety of its employees. Protection of employees from injury or occupational disease is a major continuing objective. When an injury/illness does occur, an integral part of that commitment is our "Early and Safe Return to Work /Work Reintegration Program".

The Company recognizes that the temporarily disabled employee can and should be performing meaningful, productive employment. The Early Return to Work/Work Reintegration program gives structure and organization to this principal and recognizes the employer's and employees' joint responsibility to participate in the rehabilitation of the employee.

The following general principles underpin our policy:

- Appropriate and early work reintegration that maintains the dignity and productivity of a worker plays an important role in the worker's rehabilitation and recovery
- Where recovery and work reintegration barriers occur, they must be addressed quickly through early support and intervention
- A worker's prospects for successful work reintegration both in the short – and long- term are often best achieved by maximizing opportunities for return to work with the injury employer, including retraining for a suitable occupation with that employer
- A worker should be offered programs that are of a high quality and practical, and the WSIB must provide the worker with meaningful input and choice in relation to the programs offered,
- Work reintegration is often part of the recovery plan

**Purpose:**

The purpose of this Return to Work/Work Reintegration Policy is to reintegrate employees who have an occupational or non-occupational injury or illness back into the workplace as quickly as possible, with the hope of returning them to their pre-injury/illness position.

If the worker is not physically capable of returning to full duty (same job and full hours) following the injury or illness, the program provides the following opportunities:

- To perform their same job with temporary job modifications, assistive devices and/or temporary gradual hours,
- To perform a temporary alternate job that meet's the worker's physical capabilities at full duties and full hours
- To perform a temporary alternate job with temporary job modifications, assistive devices and/or temporary gradual hours

**Purpose (Continued):**

In the event that the injured or ill employee has a permanent work restriction, the following options will be considered:

- To perform their same job with permanent modifications including job modifications and/or assistive devices
- To perform an alternate job with permanent modifications including job modifications, assistive devices and retraining.

The program on the following pages outlines the Work Reintegration process and ensures that it is applied to all employees fairly.

**Scope**

The early and safe return to work program applies to all employees of the company and management. The program covers both work and non-work related injury and illness.

**Objectives**

- To reduce the number of days lost to injury or illness
- To lessen the financial and emotional impact of the injury or illness on the employee by intervening early for an early and safe return to work
- To reduce the costs related to work and non-work related injury or illness
- To educate employees on the disability management and work reintegration process
- To comply with all legislation including the Workplace Safety and Insurance Act and Human Rights Act which legally requires both the employer and employee to participate in the early and safe RTW/Work Reintegration process

**Employer Responsibilities (Owner/Managers)**

- Provide a safe work environment.
- Develop written return to work policies and procedures that are fair and consistently applied to all employees covered by the program.
- Educate all employees about the RTW/Work Reintegration process.
- Train employees on proper reporting of incidents and incident investigation.
- Promptly report work-related injuries to the WSIB and continue to provide ongoing communication to WSIB regarding any wage changes, changes in duties or duration of the RTW plan, failure of the employee to cooperate with the RTW plan and end of the RTW plan
- Regularly communicate with the injured work during his/her time away from work, and monitor their progress upon their return to work
- Work with the employee and health care provider to identify suitable work.
- Modify the workplace as required to accommodate employees who are disabled due to illness or injury.
- Communicate with the injured worker at least once a week and document the communication on the Contact Log.
- Monitor the progress of employees in work reintegration programs and meet with them regularly to ensure they will be successful in achieving their return to work goal.

### **Team Leader/Immediate Supervisor**

- To assist in the creation of and support the employee's modified duty program
- To complete a Physical Demands Information Form (PDIF) of the injured workers job when requested by the RTW case manager, in order to discover ways to modify the job to reduce risk factors for injuries and/or accommodate an injured workers restrictions so they can return to work
- To maintain communication with the employee on modified duty and monitor the progress and effectiveness of their return to work plan
- To inform other employees in the department of the program goals
- To communicate with the employee and assist in the evaluation of the program's effectiveness by scheduling regular meetings with the employee

### **Employee Responsibilities**

- Know and follow safety policies and procedures.
- Report any injury immediately to your supervisor/team leader
- If medical attention is necessary, inform your doctor that modified work opportunities are available to accommodate your physical abilities during your recovery.
- Communicate with your employer through your recovery period, and cooperate with your employer in finding suitable employment for your return to work.
- Take an active role and cooperate in developing your return to work plan
- To cooperate with all requests for documentation as required by WSIB and the Employee
- To ensure that other scheduled rehabilitation activities such as physical therapy or doctor's appointments are continued while on modified duty and arranged whenever possible during non-work hours
- Obtain the necessary documentation from the treating health care provider as may be required by the employer (for example, functional abilities information)
- Report any concerns with your return to work plan to your supervisor or your WSIB adjudicator/case manager, so the problems can be addressed promptly.
- Attend scheduled return to work progress meetings with your supervisor/team leader and Human Resources Manager.
- To assist the Team Leader/Supervisor in completing the Physical Demands Information Form (PDIF) regarding the duties performed by the injured worker

### **WSIB Responsibilities**

- Ensure the proper administration of all claims.
- Maintain communication with the company, and our injured workers and their health care providers.
- Provide mediation services when a dispute arises regarding return to work between the company and the injured worker.
- Help the company and our injured workers, when necessary, through the return to work process.
- Determine the suitability of employment and fitness to return to work, in cases of a dispute.
- Enforce our company's re-employment obligations.
- Encourage and actively assist injured workers in their successful return to work.
- Enforce the co-operation obligations of our company and our injured workers.

### **Return to Work Case Manager (Human Resources Manager and/or Controller)**

- As the Return to Work Case Manager, the Human Resources Manager and/or Controller, shall assume a lead role in the coordination of the Return to Work process for each case
- Shall ensure that all applicable WSIB reports, forms and communication required by this policy are undertaken on a timely basis

### **Health Care Provider Responsibilities**

- Provide appropriate, effective health care that facilitates recovery and expedites return to productive work.
- Provide information on the injured or ill worker's functional abilities when requested by the company, our employees or the WSIB.
- Provide timely information to the WSIB.

### **Co-operation Responsibilities of Workplace Parties in Return to Work/Work Reintegration**

The workplace parties (worker and employer) must co-operate with each other and the WSIB in the RTW process by initiating early contact, maintaining appropriate communication throughout the worker's recovery, giving the WSIB all relevant information concerning the worker's WR and notifying the WSIB of any dispute or disagreement concerning the worker's WR.

The cooperation obligations of workplace parties applies from the date of injury until the earlier of the date

- The worker's loss of earnings benefits can no longer be reviewed by the WSIB (usually 72 months after the date of injury) or
- There is no longer an employment relationship between the workplace parties because with the worker voluntarily quits, or the employer terminates the employment for reasons unrelated to the work injury/disease (and related absences from work), treatment for the work injury/disease, or the claim for benefits. Or
- When the WSIB is satisfied that no current suitable work with the injury employer exists or will exist in the reasonably foreseeable future.

The WSIB informs and educates the workplace parties about their obligations to co-operate in the WR process, however in those cases where either or both parties refuses to co-operate, the WSIB may

- **Levy a penalty on the Company** equivalent to the costs of providing loss of earnings benefits to the worker, where the WSIB determines that suitable work is available but the Company fails to offer it. The penalty is 50% of the cost of the wage loss benefits to the worker for the first 14 days from the date of the WSIB notice of non-compliance and increases thereafter to 100% of the cost of the wage lost benefits payable to the worker and 100% of any costs associated with providing Work Transition services to the worker to re-train or re-employ them with another employer, up until the earlier date that the Company starts co-operating again, the date that no further wage loss benefits and no Work Transition services are being provided or 12 months following the date of the written notice.

- **Levy a penalty on the worker** equivalent to 50% the worker's wage loss benefits for up to 14 days from the date of the WSIB notice to the employee of non-compliance, unless the worker starts cooperating again. For Early and Safe RTW activities, if the employee's non-cooperation extends beyond 14 days after the WSIB written notice, the WSIB suspends the worker's wage loss benefits. For Work Transition (WT) activities, if the non-cooperation continues beyond the 14<sup>th</sup> day following the written notice, the WSIB terminates the WT assessment and/or the WT plan and reduces the worker's wage loss benefits to reflect the earnings the worker would have been capable of earning had he/she completed the WT plan.
- Where either party starts co-operating again, the WSIB stops the non-co-operation penalty the day following the day the WSIB is satisfied of the workplace party's renewed co-operation.

### **Accommodation Duty of the Employer**

The Company has a duty to modify the work or the workplace to accommodate the needs of the injured worker to the extent of undue hardship, through the

- Obligation to re-employ set out in the WSIB Act and/or
- The Ontario Human Rights Code (the Code)

If a job becomes available that can be made suitable through accommodation, and the accommodation doesn't cause undue hardship to Jeffery's, then the Company is obligated to provide accommodation (either temporary or permanent).

The Code guarantees equal access to employment opportunities to any person with a disability, whether such disability is work or non-work related. If a person with a disability requires accommodation to perform the essential duties of a job, the Company must provide accommodation unless to do so would cause the Company undue hardship.

**Accommodation** means any modification to the work or the workplace, including but not limited to reduced hours, reduced productivity requirements, and/or the provision of assistive devices, that results in work becoming available that is consistent with the worker's functional abilities and the Ontario Human Rights legislation.

**Suitable work** means post-injury work that is:

- **Safe** – the work does not pose a health or safety risk to the worker (ie. should not cause re-injury to the worker), to co-workers or to third parties and the work is performed at a worksite covered by the Occupational Health and Safety Act, and the worker has the functional ability to safely travel to and from the proposed worksite.
- **Productive** – the work must provide an objective benefit to Jeffery's business
- **Consistent with the worker's functional abilities** – the tasks and/or duties associated with the job can be performed within the reported physical/cognitive capabilities of the worker,
- And to the extent possible, the work **restores the worker's pre-injury earnings.**

(Suitable work includes the worker's pre-injury job, a combining of tasks/duties which together may constitute temporary work, as well as short-term training program which leads to a suitable occupation with the Company.)

### **Suitable Occupation (SO)**

A SO represents a category of jobs suited to a worker's transferable skills that are safe, productive, consistent with the worker's functional abilities, and that, to the extent possible, restores the worker's pre-injury earnings. The SO must be available with the injury employer at the pre-injury worksite, or at another work site or in the labour market.

**Available work as it relates to the injury employer** is considered to exist at the Company's pre-injury worksite, or at another worksite, if there is evidence such as job vacancy postings, or evidence of hirings or transfers that occur on or after the date the worker is fit for suitable work. In cases where a worker has a permanent impairment (present or likely), and his/her clinical condition is stable and he/she is unable to return to the pre-injury job, the workplace parties together with WSIB consider whether the work has reasonable prospects of being available in the longer term.

**Available work as it relates to the labour market** means that the employment must exist and be in demand in the labour market to the extent that the worker has a reasonable prospect of obtaining employment.

**Employable** refers to a worker having the necessary skills and training to be capable of performing full-time or part-time work on a regular basis in the labour market. Factors influencing a worker's employability include the level of education/training (degrees, certificates, licences etc), transferable skills/aptitudes and work experience, work-related impairment(s)/disabilities and other non-work related impairment(s)/disabilities.

### **Re-employment Obligations of the Employer**

In addition to the co-operation obligations, the Company has an obligation under the WSI Act to re-employ an injured worker if the following three conditions are met,

- The worker has been "unable to work" as a result of the work-related injury/disease
- The worker was continuously employed by Jeffery's Greenhouses for at least one year before the date of injury, and
- The Company regularly employs 20 or more workers.

**Unable to work** – a worker is considered unable to work, if because of the workplace injury/disease, he/she is absent from work or works less than regular hours and/or requires accommodated work that pays, or normally pays, less than his/her regular pay.

**Continuously Employed** – workers who are hired one year or more before the date of injury are considered to be continuously employed, unless there was a break in the employment relationship intended by either party. Sick leaves, maternity/parental leaves, vacations, leaves of absence and layoffs of less than three months or more than three months with an offer to recall at the time of layoff are generally not considered a break in the employment relationship.

### **Duration of Re-employment Obligation**

This obligation to re-employ lasts until the earliest of

- the second anniversary of the date of the injury
- one year after the worker is medically able to perform the essential duties of his /her pre-injury employment, or
- the date on which the worker reaches 65 years of age

### **Re-employment Obligation - Worker fit for essential duties**

When the worker is medically able to perform the essential duties of his/her pre-injury job, the Company is required under the WSI Act to

- offer to re-employ the worker in the position that the worker held on the date of injury, or
- offer to provide the worker with work of a nature and at earnings comparable to the worker's employment on the date of injury.

### **Re-employment Obligation – Worker fit for suitable work**

When the worker is medically able to perform suitable work (but not the essential duties of his/her pre-injury job), the Company is required to offer the worker the first opportunity to accept suitable employment that may become available at Jeffery's. Throughout the re-employment obligation period, Jeffery's must offer the injured worker a job that is most similar in nature and earnings to the worker's pre-injury job.

If the injured worker is a **Fixed term contract worker** employed under a fixed term contract, the Company is only required to re-employ the worker in the pre-injury job, comparable or suitable other work, for the remainder of the fixed term employment contract that was interrupted by the work-related injury/disease.

### **Re-employment Penalty**

In cases where the employer has breached its obligation to re-employ the WSIB will levy a re-employment penalty against the employer based on the worker's actual average net earnings (ANE) for the year before the injury. The penalty levied will be equivalent to the re-employment payments or loss of earning benefits paid to the worker.

Where the worker is medically:

- **Fit to perform the essential duties of the pre-injury job without accommodation**, but the Company fails to re-employ, the WSIB issues **Re-employment payments** to the worker, effective from the date the re-employment obligation was breached for up to one year, or the end of the re-employment obligation (whichever comes first), if the worker has not returned to work with another employers, and is available for and cooperates in the appropriate Work Reintegration services.
- **Fit to perform the essential duties of the pre-injury job with accommodation or fit to perform alternate suitable work**, but the Company fails to re-employ, the WSIB pays **Loss of Earnings (LOE) benefits** to the worker from the date the re-employment obligation is breached. If the Company fails to offer any work, full LOE benefits will be paid if the worker has not returned to work with another employer and is available for and co-operates in health care measures and appropriate Work Reintegration services, regardless of whether the services extend beyond the date the re-employment obligation end.

### **Work Transition (WT) Assessment**

When the Company and employee have been unsuccessful in arranging a return to suitable and available work with the Company, the WSIB will provide a WT assessment within 6 to 9 months following the date of the injury, to determine any specialized assistance the worker may require to return to work with the Company, or if necessary, in a suitable occupation (SO) that is available in the labour market.

The assessment report includes

- The worker's vocational and functional profile
- Opinions on the suitability of available work offered by the employer
- Recommendations for SOs and
- Identified barriers to the worker's participation in WT activities and suggestions on how to overcome them

When determining an SO, every effort is made to :

- maintain the existing employment relationship by identifying appropriate occupations within the Company,
- provide for effective and meaningful input/choice on the worker in identifying the SO
- re-integrate the worker into suitable and available work, within a reasonable cost structure.

The WSIB, Company and worker will consider

- the worker's functional ability
- the worker's employment-related aptitudes, abilities and interest
- jobs that are available with the Company through direct placement, accommodation or retraining.
- Labour market trends and the likelihood of the worker being able to secure and maintain work within the occupation with another employer, and
- Any pre-existing non-work related conditions a worker may have, in accordance with the Ontario Human Rights Act

### **Direct to placement – SO**

The WSIB may identify a SO the worker already has the skills to perform and may refer the worker directly for job placement support services and/or Job Search Training (JST) program.

Where the SO is with the Company, the WSIB assists in establishing and monitoring the WT plan.

Where the SO requires reintegration with a new employer, the worker and WSIB will develop a WT plan that may include placement services.

### **Determining the availability of the SO**

When identifying available work, the WSIB and Company will identify SO opportunities in the following order

1. SO with the Company in the local labour market
2. SO with the Company in surrounding area to which the worker may reasonably be expected to commute
3. SO in the local labour market with a new employer
4. SO in the broader labour market with an new employer

### **Work Transition (WT) Plan**

The WT Plan outlines the assistance and services a worker requires to enable a return to work with the Company in the identified suitable and available work or, if required, to re-enter the labour market in the identified suitable occupation. It outlines the activities designed to optimize the worker's current skills or provide the worker with new skills to prepare the worker for employment in an SO.

Based upon the results of the WT assessment, the WSIB may offer a WT plan developed in partnership with the worker, the Company (when appropriate) and the treating health professional as necessary, if it feels it would reasonably increase the worker's prospects for employment in an SO.

Generally a worker is offered one plan by the WSIB which will generally not exceed 3 years in duration. However, the WT plan may be amended or revised to accommodate a significant change in circumstances related to the worker, the work-related impairment or the labour market.

### **WT Plan Signatures**

To demonstrate commitment and agreement to the WT plan, the initial WT plan must be signed by the worker, the WSIB and the Company's RTW Case Manager (when participating).

### **WT Plan Services**

A variety of plan activities may be utilized. Choices are made based on the circumstances of the worker, including transferable skills, aptitudes, interests, learning preferences, and the SO identified.

They may include the following:

- English as a second language training, literacy and basic skills training
- Academic upgrading and/or vocational skills training
- Training on the job and/or work trial
- Job search training and/or employment placement services

### **WT expenses**

The WSIB pays expenses that it considers appropriate to enable the worker to engage in work transition assessments and plans. The expenses to be paid by the WSIB related to a WT plan are set out and agreed to at the commencement of the plan by all workplace parties and are documented in the WT Plan. These may include expenses for services such as assessments/evaluations, interpreters, tuitions fees, books, supplies, equipment, travel and living accommodation expenses when a training facility is not within commuting distance. The WT expenses are paid until the WT plan is completed or discontinued.

The WT expenses appear on the monthly WSIB Accident Cost Statement and are compared against the approved expenses documented in the WT plan by the Company's RTW Case Manager. Discrepancies are followed up with the worker and WSIB when appropriate.

### **Relocation Services**

If all the following conditions are met, WSIB will offer relocation services to the worker:

- Permanent work-related restrictions require the worker to change jobs
- There is no suitable occupation (SO) with the Company in the local labour market or the surrounding area within a reasonable commuting distance
- Labour market information indicates there are no SOs in the local labour market with a new employer and
- The broader labour market offers greater employment prospects in the SO

The WSIB will pay for appropriate expenses directly related to the worker looking for employment in the broader labour market and once the worker has received a bona fide offer of employment, the WSIB will pay for appropriate expenses associated with that relocation.

Where the worker chooses not to relocate to obtain an SO in the broader labour market, WT services will be closed and loss of earnings (LOE) benefits will be adjusted based on what the worker is able to earn in the established SO earnings in the broader labour market.

### **WT plan closure**

A WT plan is closed and the worker's benefits adjusted accordingly, when the worker

- Successfully completes the WT plan or returns to work, or
- Fails to participate in the development of the WT plan or the completions of WT plan activities, or
- Is unable or unavailable to complete the WT plan because of a change in circumstances unrelated to the work injury/disease, or
- Has retired or has voluntarily withdrawn from the workforce, or
- Has received extensive WT services and the provision of further services would not likely lead to a successful WR.

### **WT Plan Option for workers 55 and older**

A worker who is 55 years of age or older when the WSIB determines he/she is entitled to LOE benefits, and who requires a WT plan consisting of vocational skills training to achieve employment in a SO has two options:

- Participating in a WT plan aimed at achieving the SO, or
- Choosing a 12 month Transition Plan focused on self-directed WR to achieve the SO

The self-directed TP option is chosen in conjunction with the irrevocable no review options for LOE benefits payable to age 65. After the worker signs the irrevocable election, full LOE benefits will continue for the 12 month period of the self-directed TP. At the end of 12 months, LOE benefits will be recalculated based on the estimated earnings of the identified SO as reflected in current labour market information.

## **Procedures for Work-Related Injury/Illness**

1. An employee, who is injured at work or suffers from an occupational illness, must immediately report the incident or condition to their direct supervisor/team leader or manager.
2. The direct supervisor/team leader will :
  - Obtain first aid for the injured worker or obtain immediate medical attention for the injured worker by notifying senior management (Human Resources Manager, Controller, General/Production Managers) who will arrange transportation to a medical treatment facility and accompany the injured worker
  - Complete the Personal Injury/Accident/Incident report
3. If medical attention must be obtained, depending on the nature of the injury, the Human Resources Manager / Controller will provide a package to the injured employee that includes a Letter to the Injured Worker, a letter to the Attending Physician, and a Functional Abilities Form to be completed by the Attending Physician.
4. The employee is obligated to participate in a functional ability analysis (FAA) to be completed by the employee's doctor or the attending physician may only complete page 2 of Form 8 Physician's Report which the employee is obligated to provide to the employer. The results of the FAA or Form 8 determines the employees' new level of functional capability,
5. The injured employee will return the next workday following the date of injury if medically possible and meet with the Human Resources Manager or Controller to complete the WSIB Form 7 (must be filed within 3 working days) and review the completed Functional Abilities Form and/or Page 2 of Form 8, Physician's Report.
6. The Human Resources Manager or Controller, in consultation with the worker and his/her immediate Supervisor/Manager/Team Leader will attempt to find other modified duties for the affected worker while he/she rehabilitates to return to their pre-accident/illness position. The modified duties/return to work plan will be documented in the Return to Work Plan Agreement detailing the hours of work, the reporting requirements and the nature and duration of the modified duty position and shall be signed by the RTW Case Manager and the worker.
7. Where completion of a Physical Demands Information Form (PDIF) is requested by WSIB or is considered beneficial by the RTW case manager in order to develop a modified duty/early return to work plan, the injured worker's immediate supervisor (Team Leader or Manager) shall complete the PDIF while observing the injured worker performing the job or someone else who is familiar with the job, and shall ask the injured worker and anyone else familiar with the job, questions about any details regarding the physical demands of the job.
8. Steps 5 to 7 may take up to 3 working days (full or part days) following the date of injury during which the injured employee shall be present (if medically possible) to attend these meetings and complete all necessary paperwork prior to starting the modified duties identified in the Return To Work Plan agreement. As such, these days shall be considered part of the Return to Work Plan and shall be paid as normal workdays to the injured worker by the Company.

## **Procedures for Work-Related Injury/Illness (Continued)**

9. It will be the combined decision of Jeffery's Greenhouses Management (General Manager/Production Manager in conjunction with the Team Leader) and the employee as to the tasks available (modified duty accommodation) and work schedule that best fits the employee capabilities.
10. Jeffery's Greenhouse Management (Production Manager/General Manager) and/or Return to Work Case Manager will maintain contact once per week with the employee throughout the period of the workers impairment and recovery and document this contact in the Contact Log.
11. During this new schedule the injured employee is monitored (communicated with) weekly and the communication report (Contact Log and/or Modified Duties Progress Report) is reported to and signed by management.
12. Where the employee cannot return to their pre-injury position, available suitable permanent work is found if possible.
13. If there is a disagreement between the Company and the employee regarding the RTW Plan and it is a Workplace Safety Insurance Board claim, mediation and/or final decision will come from WSIB Case Manager.
  - The worker will notify the RTW Case Manager that the offered job is not suitable and provide the reasons why
  - The RTW Case Manager/Jeffery's will consider the reasons, and through dialogue with the worker and Jeffery's Management, consider further accommodations if appropriate.
  - In the even that agreement cannot be achieved, both Jeffery's RTW Case Manager and the worker, promptly notify the WSIB and provide all information relevant to the dispute (job descriptions, physical demand analysis and/or functional abilities information) in order for the WSIB to determine the suitability of the RTW Plan.
14. **Work Transition (WT) Assessment:** Where the Company and employee have been unsuccessful in arranging a return to suitable and available work with the Company, because
  - it is unclear if the work is suitable, or
  - the worker is not capable of performing the pre-injury job, or
  - the worker likely has a permanent impairment or
  - the Company does not have available suitable work,WSIB will be contacted to provide a Work Transition (WT) assessment within 6 to 9 months following the date of injury, to determine what specialized assistance the worker requires to enable a return to work with the Company or, if necessary a suitable occupation (SO) that is available in the labour market. (See Page 8 for details).

## **Procedures for Work-Related Injury/Illness (Continued)**

15. **Work Transition Plan:** Based upon the results of the WT assessment, the WSIB may offer a WT plan developed in partnership with the worker, the Company (when appropriate) and the treating health professional as necessary, if it feels it would reasonably increase the worker's prospects for employment in an SO with the Company if available, or with another employer.
- If the goal of the WT plan is to return the worker to a SO with the Company, then the Company RTW Case Manager in conjunction with the worker and WSIB will work together to develop a WT Plan, approving WT expenses documented in the plan and all parties will sign the agreement as evidence of their commitment. Ongoing communication with the worker will be maintained and documented in the Contact Log as per step 10 and on-going progress of the WT Plan will be documented in the Progress Report as per step 11. WT plan expenses reported on the WSIB Accident Cost Statement will be monitored against the WT plan estimated expenses, to ensure accuracy.
  - If the goal of the WT plan is to return the worker to a SO with another employer, then the Company's involvement in the WT plan will end.

## **Procedures for Non-Work Related Injuries or Illnesses**

1. An employee who is injured outside of work and/or suffers from an illness or condition that affects their ability to perform their normal work duties must immediately notify their direct Manager (General Manager, Production Manager, Head Grower) of their condition and/or provide a letter from their attending physician regarding their physical limitations and the expected duration.
2. The Human Resources Manager or Controller, in consultation with the worker and his/her immediate Supervisor/Manager/Team Leader will attempt to find other modified duties for the affected worker while he/she rehabilitates to return to their pre-illness/injury position. The modified duties return to work plan will be documented in the Return to Work Plan Agreement.
3. Where completion of a Physical Demands Information Form (PDIF) is considered beneficial by the RTW case manager in order to develop a modified duty/early return to work plan, the affected worker's immediate supervisor (Team Leader or Manager) shall complete the PDIF while observing the worker performing the job or someone else who is familiar with the job, and shall ask the worker and anyone else familiar with the job, questions about any details regarding the physical demands of the job.
4. It will be the combined decision of Jeffery's Greenhouses Management (General Manager/Production Manager in conjunction with the Team Leader) and the employee as to the tasks available (modified duty accommodation) and work schedule that best fits the employee capabilities.
5. Jeffery's Greenhouse Management (Production Manager/General Manager) and/or Return to Work Case Manager will maintain contact once per week with the employee throughout the period of the workers impairment and recovery and document this contact in the Contact Log.

6. Where the employee cannot return to their pre-injury position, available suitable permanent work is found if possible.
7. A copy of this policy will be distributed to all employees and management covered by the program. Training will follow this so that everyone understands how the program works.
8. A status review of the RTW policy and all forms will be performed annually to ensure consistency and reliability of the Return to Work policy. The review will consider changes in organization structure, legislation, new technology etc. as well as the results of the RTW self –assessment (Policy D-28) including statistical results of the program’s effectiveness. Management reviews and signs all evaluations.

**Required Verification.**  
**Check ( ✓ ) appropriate box.**

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| <p>1. Are employees aware of the return to work policy?<br/>             Yes <input type="checkbox"/>      No <input type="checkbox"/></p> <p>2. Is frequent contact (weekly) maintained with the injured employee?<br/>             Yes <input type="checkbox"/>      No <input type="checkbox"/></p> <p>3. Did the employee participate in a functional task ability analysis?<br/>             Yes <input type="checkbox"/>      No <input type="checkbox"/></p> | <p>4. Has the employee been assessed for light duty during the rehabilitation period?<br/>             <input type="checkbox"/> Yes                      <input type="checkbox"/> No</p> <p>5. Did the employee return to the pre accident job or were they assigned other employment?<br/>             Yes <input type="checkbox"/>      No <input type="checkbox"/></p> <p>6. Are weekly follow-up reports reported to and signed by management?<br/>             <input type="checkbox"/> Yes                      <input type="checkbox"/> No</p> |
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Approved by:  President \_\_\_\_\_ Date July 26/13

Verified by:  General Manager \_\_\_\_\_ Date July 26/13