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LIGHT DUTY OFFERS IN OKLAHOMA WORKERS' COMPENSATION

85 O.S. 332(G) and Oklahoma case law prescribe requirements for good faith offers of light duty while the injured worker is under treatment for an on the job injury and has filed a Form 3 with the Oklahoma Workers' Compensation Court. The rule is very specific and must be followed strictly.

To assist you in working with your insureds to facilitate legally enforceable bona fide offers of light duty following an Oklahoma Workers' Compensation injury, we have drafted the attached form. We recommend that you use this or a form substantially similar to the attached. This should be distributed to each of your employers that offer modified duty.

Be sure to instruct your employers to confirm a return to work on modified duty by a letter documenting the tender of the modified work in accordance with the rule. You may elect to provide a complete copy of 85 O.S. 332(G) to your insured (copy attached).

Sincerely,

Donald A. Bullard



[EMPLOYER LETTERHEAD]
[DATE]

[CLAIMANT ADDRESS]

Dear **[CLAIMANT]**:

[EMPLOYER] is in receipt of a report dated _____ from Dr. _____ relating to your current medical condition and your ability to work. A copy of that report is enclosed with this letter. **[EMPLOYER]** has used guidelines provided by the physician to identify an appropriate modified duty position for you. **[EMPLOYER]** hereby extends to you a good faith offer of employment pursuant to 85 O.S 332(G).

You will be expected to return to work on or before **[DATE EMPLOYMENT IS TO BEGIN, (RECOMMEND AT LEAST 7 DAYS FROM DATE OF NOTICE)]** at **[ADDRESS AND LOCATION OF EMPLOYMENT, WHICH SHOULD BE GEOGRAPHICALLY ACCESSIBLE TO EMPLOYEE]**. Your work schedule will be as follows: **[DETAIL DAILY/WEEKLY HOURS OF WORK]**. Your wages will be as follows: **[DETAIL HOURLY/WEEKLY WAGES OR SALARY]**.

This position will entail these specific physical and time requirements: **[SPECIFY IN DETAIL THE PHYSICAL REQUIREMENTS OF THE JOB, THE AMOUNT OF TIME TO BE SPENT DOING EACH, SCHEDULED BREAKS, ETC.]**

Please be assured that **[EMPLOYER]** will only assign you tasks consistent with your physical abilities, knowledge, and skills and will provide you training if necessary.

If you accept this offer, please indicate by signing and dating your name below and returning this to the undersigned. If **[EMPLOYER]** does not receive this back from you within seven (7) days of receipt, **[EMPLOYER]** will assume you have rejected this offer. Please note: refusal of this employment offer will result in termination of any temporary disability benefit fifteen (15) days from the date of this notice.

NAME

DATE

Please contact the undersigned with any questions you might have.

Sincerely,
[EMPLOYER]

ATTACHMENT FOR EMPLOYER

Enclosure: medical report of Dr. _____ dated _____

85 O.S. 332(G)

If the employee is capable of returning to modified light duty work, the physician shall within seven (7) days notify the employee and the employer or the employer's insurer thereof in writing. In the event that the treating physician releases a claimant for light-duty work and provides written restrictions from normal work duties, and the employer makes a good-faith offer in writing to provide a light-duty position at the same rate of pay that the claimant was receiving at the time of the injury, and the claimant refuses to accept the light-duty assignment, the claimant is not entitled to temporary total disability; provided, before compensation may be denied, the employee shall be served with a notice setting forth the consequences of the refusal of employment and that temporary benefits will be discontinued fifteen (15) days after the date of the notice. The employee, upon receipt of the notice, may seek a hearing before the Court. The Court shall grant an expedited hearing within five (5) days of any application by the employee. At the hearing, the Court may enter an order allowing the discontinuation of the benefits, denying the discontinuance of the benefits or temporarily denying the discontinuance of the benefits pending further hearing. An order denying or temporarily denying the discontinuation of temporary benefits shall be based on a finding by the Court that probable cause exists to believe the work does not meet the conditions of the treating physician's restrictions or that the restrictions are unreasonable.