



## **Return to Work Agreements**

### Introduction:

Return to work agreements are used to establish a set of conditions for an employee returning to work following treatment for alcoholism or addiction to other substances. Generally, these agreements are negotiated among the employer, the treatment provider, the employee and, where applicable, the collective bargaining agent. These agreements are useful in defining the responsibilities of the employee, consequences if agreed-upon conditions are violated, and the employer's responsibility.

An issue that requires thoughtful scrutiny and planning when determining guidelines for an individual's return to work contract involves access to narcotic keys. Public safety remains the priority and although economic changes have diminished employment opportunities in certain health care settings, access to narcotic keys may need to be limited during early recovery. However, back to work agreements need not be unnecessarily restrictive. Decisions should be based on a case by case basis. If a nurse's chemical dependency history and progress in treatment indicate that it would be safe to permit the nurse access to narcotic keys, access should be considered.

Return to work agreements may also include restrictions about areas of practice or hours of practice in order to avoid situations that increase the risk of relapse. In determining the elements that should be included in each contract, individual circumstances must be considered. Consultation with the treatment provider should be sought. If the recovering nurse is participating in the State Education Department's Professional Assistance Program (PAP), conditions imposed in connection with license reinstatement -should be considered for inclusion in the Return to Work contract.

The attached sample of a return to work contract includes the elements most often included in such agreements. This is offered as a sample and may be modified to meet individual and institutional needs.

**RETURN TO WORK AGREEMENT**

Date: \_\_\_\_\_

This agreement is executed in connection with the undersigned licensed nurse's participation in the \_\_\_\_\_ (Employer) Program for Impaired Nurses. It is the purpose of this Agreement to prevent any misunderstanding as to the terms and time specified. This agreement is specifically designed to meet the needs of the facility and the individual and is uniquely adapted to the recovering individual.

I, \_\_\_\_\_ (Nurse), enter into this agreement on the above date with \_\_\_\_\_ (Employer) and the \_\_\_\_\_ (Treatment Program).

In consideration of my being permitted to continue in, or to return to, the employ of \_\_\_\_\_ (Employer), I agree to the Terms and Conditions set out in this Agreement. I understand that the Employer agrees to employ me only on these terms and conditions and that failure to comply with the terms of this Agreement shall be grounds for either additional disciplinary action or possible termination.

The Terms and Conditions on this Agreement shall remain in force for a period of two (2) years from the above date but are subject to modification if the Employer, in consultation with treatment provider, decides such modification is in the best interest of the Nurse's rehabilitation or necessary to protect the health and safety of clients/patients. I understand and agree that this Agreement does not obligate the Employer to employ me for a two (2) year period and that, except as provided in the Agreement, I am employed on the same terms and conditions as the Employer's other employees.

This Agreement consists of this page plus the attached Terms and Conditions for Return to Work, each page of which is initialed by the undersigned parties.

Any modification of the printed terms of the Agreement must be approved by \_\_\_\_\_ (Employer), the undersigned nurse and, if applicable, collective bargaining representative.

Executed on the date shown above.

\_\_\_\_\_  
Employee's Name

\_\_\_\_\_  
Employee's License Number

\_\_\_\_\_  
Supervisor's Name

\_\_\_\_\_  
Supervisor's Title

\_\_\_\_\_  
Counselor's Name (Treatment Program)

\_\_\_\_\_  
Counselor's Title

\_\_\_\_\_  
Nurse's Representative  
(Collective Bargaining Representative)

**TERMS AND CONDITIONS OF RETURN TO WORK AGREEMENT**

1. I agree to abstain completely from mood-changing chemicals except as prescribed by my primary provider, to notify my designated worksite monitor of such prescriptions, and to provide such documentation as may be required to verify a prescription.

2. I agree to provide a urine/blood sample\* for drug screen, to be obtained in the presence of a qualified witness if the employer has documented reason to believe that I may be unfit for duty. The cost of the laboratory test shall be the responsibility of the employer. Positive urines will be cause for immediate assessment by my supervisor, Director of Nursing and myself. Relapse may or may not result in termination. I will comply with PAP drug screening requirements at my expense.

\*Note: During the course of this agreement, it is understood by the principals that no poppy seed products or herbal supplements will be ingested.

3. I agree to execute consent forms and/or medical authorization forms required for designated worksite monitor, treatment center, and/or SPAN to obtain information and records needed to monitor my compliance with this agreement.

4. I understand that my continued employment depends not only on meeting the terms of this agreement but also on satisfactory performance of my job. My employer will monitor my job performance and an unsatisfactory performance evaluation may be grounds for my termination consistent with the general employment criteria for all employees.

5. I understand the responsibilities of my job and am capable of meeting those responsibilities. I agree to notify my designated worksite monitor if at any time I believe I am not capable of performing any of my required job functions.

6. I agree to meet with my clinical supervisor to review my performance and discuss any difficulties I may be having:

Six weeks after execution of this agreement: \_\_\_\_\_  
and every \_\_\_\_\_ weeks thereafter for a period of \_\_\_\_\_ months.

\*Note: The Peer Assistance Committee recommends that these meetings be scheduled as follows: at 3, 6, 12, 18 and 24 months after employment. However, individual circumstances may warrant a different schedule.

7. The employer agrees to maintain this Agreement and other information relating to my chemical dependency in a confidential file separate from my personnel records. If I successfully complete this Agreement, the employer agrees to expunge this Agreement and all other reference to my chemical dependency from the employment records. This paragraph does not preclude the employer from making any appropriate entry in my personnel file if I am terminated or disciplined because of relapse of a drug-related incident.

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Employer Name

\_\_\_\_\_  
Nurse's Representative  
(Collective Bargaining Representative)

**Restrictions on Practice**

1. Experience of recovering nurses indicates that the successful recovering nurse's return to practice needs to be in a work environment supportive to recovery. The restrictions listed below are ones that have proven to be the most successful in providing this support.

2. The parties agree to the following restrictions. Each restriction should be initialed by the parties to indicate acceptance.

<b>RESTRICTIONS</b> <b>(check only those that apply and initial)</b>	<b>Employer</b>	<b>Nurse</b>	<b>Representative</b>
a. Day shift is preferred, but 3-11 shift is acceptable based on careful evaluation of the circumstances, i.e. staffing patterns, familiarity of co-workers with nurse's dependency, availability of daytime support/group/therapy/aftercare meetings. Nurse will not work 11-7 shift for a minimum of one year.	_____	_____	_____
b. Shift rotation will not be permitted, i.e., must work the same shift, either days or evenings continually for one year.	_____	_____	_____
c. The nurse will work only on regularly assigned, identified, predetermined units and will not be used for coverage on other units, e.g. "PRN" or "floating" for one year. It is preferred that staff on the unit be knowledgeable and willing to work with a recovering nurse.	_____	_____	_____
d. The Nurse will not work any overtime or on call assignment for first six (6) months. After six (6) months, overtime and on-call assignments must be mutually agreed upon by employer, representative, and nurse.	_____	_____	_____
e. The nurse agrees not to work for multiple employers for one year.	_____	_____	_____
f. The nurse will not do private duty nursing or engage in any type of self-employed practice for one year.	_____	_____	_____
g. The nurse will not accept employment with temporary or supplementary agencies/registries/services, home health care or other isolated areas of practice for one year.	_____	_____	_____
h. Access to mood altering medications will occur only as mutually agreed upon by the nurse, employer, and representative.	_____	_____	_____