

House File 518

S-3244

1 Amend House File 518, as amended, passed, and
2 reprinted by the House, as follows:

3 1. By striking page 2, line 23, through page 3,
4 line 26, and inserting:

5 <Sec. _____. Section 85.33, subsection 3, Code 2017,
6 is amended to read as follows:

7 3. a. If an employee is temporarily, partially
8 disabled and the employer for whom the employee
9 was working at the time of injury offers to the
10 employee suitable work consistent with the employee's
11 disability, the employee shall accept the suitable
12 work, and be compensated with temporary partial
13 benefits. If the employee refuses to accept the
14 suitable work with the same employer, the employee
15 shall not be compensated with temporary partial,
16 temporary total, or healing period benefits during
17 the period of the refusal. If suitable work is not
18 offered by the employer for whom the employee was
19 working at the time of the injury and the employee who
20 is temporarily, partially disabled elects to perform
21 work with a different employer, the employee shall
22 be compensated with temporary partial benefits. For
23 the purposes of this subsection, work offered to an
24 employee shall be considered suitable work if the work
25 offered meets all of the following requirements:

26 (1) The work offered is reasonably appropriate for
27 the employee's education, training, and vocational
28 experience.

29 (2) The work offered is consistent with the
30 employee's medical restrictions.

31 (3) The work offered does not require the employee
32 to work a substantially different schedule which
33 unreasonably interferes with the employee's customary
34 activities in caring for a dependent. For the purposes
35 of this subsection, "dependent" means a dependent as

1 described in section 85.42 or 85.44.

2 (4) The work is not offered for the purpose of
3 punishing or harassing the employee.

4 (5) The work offered does not require the employee
5 to accept a permanent reassignment to a different job
6 subsequent to the period of temporary disability,
7 provided that once the period of temporary disability
8 ends, this subsection shall not be construed to limit
9 the employer from reassigning the employee to a job
10 consistent with the employee's permanent medical
11 restrictions, if any.

12 b. For the purposes of paragraph "c", "traveling
13 employee" means an employee whose regular job duties
14 regularly require the employee to be away from the
15 employee's residence for extended periods of time.

16 c. For the purposes of this subsection, work
17 offered to a traveling employee shall be considered
18 suitable work if the work offered meets the
19 requirements contained in paragraph "a", subject to the
20 following additional requirements:

21 (1) The geographic location of the work offered
22 to the traveling employee shall be considered in
23 making a determination of whether the work offered is
24 suitable work only if the work offered does any of the
25 following:

26 (a) Requires a commute or other travel beyond the
27 physical capacity of the employee.

28 (b) Requires the traveling employee to spend
29 substantially more time away from the employee's
30 residence than the employee's regular job duties.

31 (c) Interferes with the medical care of the
32 traveling employee for the work-related injury,
33 including but not limited to forcing a change in a
34 health service provider or a delay in medical care or
35 treatment.

1 (2) If an employer offers suitable work to a
2 traveling employee that requires the employee to
3 spend substantially more time away from the employee's
4 residence than the employee's regular job duties, the
5 employer shall notify the employee in writing of the
6 following:

7 (a) The nature of the job duties and physical
8 requirements of the work offered.

9 (b) The geographic location of the work offered, if
10 the location of the work offered will be substantially
11 different than the location of the traveling employee's
12 regular job duties.

13 (c) The possible suspension of temporary partial,
14 temporary total, or healing period benefits if the
15 traveling employee refuses the suitable work offered.

16 (d) The traveling employee's right to file a claim
17 with the workers' compensation commissioner.

18 (3) The employer shall deliver written notice of
19 the suitable work offered to the traveling employee, by
20 mail, or by personal or electronic delivery.

21 (4) Within seven days after the employer mails
22 written notice to the traveling employee of the
23 suitable work offered, or within three days after the
24 employer personally or electronically delivers written
25 notice to the traveling employee of the suitable work
26 offered, whichever is earlier, the employee shall
27 either accept the offer of suitable work or refuse the
28 offer of suitable work, in written or electronic form,
29 stating the basis for the employee's refusal of the
30 suitable work offered, if applicable.

31 (5) If at any time the employer substantially
32 alters the job duties, physical requirements, or
33 location of the suitable work, the employer shall
34 provide the traveling employee with written notice of
35 the proposed alterations and the employee shall accept

1 or refuse the alterations to the suitable work, in
2 written or electronic form, within three days after
3 the notice is delivered, stating the basis for the
4 employee's refusal of the alterations, if applicable.

5 (6) If the traveling employee believes that the
6 suitable work offered is not suitable under this
7 subsection after accepting and engaging in the work,
8 the employee may refuse the work as unsuitable.
9 The employee's right to refuse the work offered as
10 unsuitable is not affected by the employee's initial
11 acceptance of and engagement in the work.

12 (7) If the employer makes an offer of suitable
13 work pursuant to this subsection that requires a
14 traveling employee to commute or travel further than
15 the location of the employee's regular job duties, the
16 employer shall provide the employee with reasonable
17 transportation, overnight lodging, and meals, or
18 with prompt reimbursement for such reasonable travel
19 expenses.

20 d. This subsection shall not be construed to create
21 a new legal claim or cause of action or to extinguish
22 or modify any existing legal claim or cause of action.>

23 2. By renumbering as necessary.

NATE BOULTON