

ARTICLE 13 ASSIGNMENT OF ILL OR INJURED REGULAR WORKFORCE EMPLOYEES

The provisions of Article 13 govern voluntary requests for light duty work by employees who are temporarily or permanently incapable of performing their normal duties as a result of illness or injury.

The term "light duty" should not be confused with the term "limited duty." The term limited duty is not used in the National Agreement. Rather, the term limited duty was established by Title 5 CFR, Part 353; the OPM regulation implementing 5. U.S.C. 8151(b), that portion of the Federal Employees' Compensation Act (FECA) pertaining to the resumption of employment following job-related injury or illness. USPS procedures regarding limited duty are found in Section 540 of the Employee and Labor Relations Manual (ELM). Limited duty may be provided for an employee who is temporarily or permanently incapable of performing his/her normal duties as a result of a job-related compensable illness or injury. National Arbitrator Mittenthal held in H8N-5B-C 22251, November 14, 1983 (C-03855), that Article 13, Section 4.H applies to both light and limited duty situations (see below).

An employee who has suffered a compensable illness or injury may seek permanent light duty work through the procedures provided in Article 13. However, in most circumstances such employees will find the procedures and regulations provided in the ELM Section 540 better suited to their needs. The limited duty provisions contained in the ELM Section 540 will be discussed at the end of this article.

13.1.A Section 1. Introduction

A. Part-time regular schedule employees assigned in the craft unit shall be considered to be in a separate category. All provisions of this Article apply to part-time regular schedule employees within their own category.

Part-time regular schedule employees are in a category separate and apart from full-time and part-time flexible employees.

13.1.B

B. The U.S. Postal Service and the Union recognizing their responsibility to aid and assist deserving full-time regular or part-time flexible employees who through illness or injury are unable to perform their regularly assigned duties, agree to the following provisions and conditions for reassignment to temporary or permanent light duty or other assignments. It will be the responsibility of each installation head to implement the provisions of this Agreement within the installation, after local negotiations.

As discussed below, Article 30.B.15, 16, and 17 allow for the identification of light duty assignments during local implementation. However, the fact

that no agreement has been reached does not prevent an eligible employee from requesting available light duty.

13.2.A**Section 2. Employee's Request for Reassignment****A. Temporary Reassignment**

Any full-time regular or part-time flexible employee recuperating from a serious illness or injury and temporarily unable to perform the assigned duties may voluntarily submit a written request to the installation head for temporary assignment to a light duty or other assignment. The request shall be supported by a medical statement from a licensed physician or by a written statement from a licensed chiropractor stating, when possible, the anticipated duration of the convalescence period. Such employee agrees to submit to a further examination by a physician designated by the installation head, if that official so requests.

The following requirements apply to an employee seeking temporary reassignment to light duty work:

- Any full-time regular or part-time flexible employee may request temporary light duty, regardless of length of service.
- The request must be submitted in writing.
- The request must be supported by a medical statement from a licensed physician or by a written statement from a licensed chiropractor.
- The employee bears any cost connected with the statement required under this section.
- The employee must agree to submit to a further examination by a physician designated by the installation head, if requested.
- The Postal Service will be responsible for any costs when it requests a second medical examination.
- The employee may specifically seek light duty or may seek other assignment within his/her medical limitations.

13.2.B.1**B. Permanent Reassignment**

- I. Any ill or injured full-time regular or part-time flexible employee having a minimum of five years of postal service, or any full-time regular or part-time flexible employee who sustained injury on duty, regardless of years of service, while performing the assigned duties can submit a voluntary request for permanent reassignment to light duty or other assignment to the installation head if the employee is permanently unable to perform all or part of the assigned duties. The request shall be accompanied by a medical certificate from a physician designated by the installation head giving full evidence of the physical condition of the employee, the need for reassignment,

and the ability of the employee to perform other duties. A certificate from the employee's personal physician will not be acceptable.

The following requirements apply to an employee seeking permanent reassignment to light duty work:

- An employee must have five years of postal service to be eligible to apply for permanent reassignment due to a non-job related injury or illness.
- Any full-time or part-time employee, regardless of length of postal service, may choose to request permanent reassignment duty if unable to perform all or part of his/her assigned duties due to job related illness or injury instead of using the procedures in ELM Section 540.
- The request must be submitted in writing.
- The request must be accompanied by a medical statement from a physician designated by the installation head. Unlike the case in requests for temporary reassignment, a statement from the employee's own physician is not acceptable.
- The Postal Service will be responsible for the costs of a medical examination required and scheduled by the Postal Service.
- The employee may specifically seek light duty or may seek another assignment within his/her medical limitations.

13.2.B.2

2. The following procedures are the exclusive procedures for resolving a disagreement between the employee's physician and the physician designated by the USPS concerning the medical condition of an employee who has requested a permanent light duty assignment. These procedures shall not apply to cases where the employee's medical condition arose out of an occupational illness or injury. On request of the Union, a third physician will be selected from a list of five Board Certified Specialists in the medical field for the condition in question, the list to be supplied by the local Medical Society. The physician will be selected by the alternate striking of names from the list by the Union and the Employer. The Employer will supply the selected physician with all relevant facts including job description and occupational physical requirements. The decision of the third physician will be final as to the employee's medical condition and occupational limitations, if any. Any other issues relating to the employee's entitlement to a light duty assignment shall be resolved through the grievance-arbitration procedure. The costs of the services of the third physician shall be shared by the Union and the Employer.

The procedures in Article 13.2.B.2 for resolving a disagreement between physicians do not apply to situations involving on-the-job illness or

injury. Only OWCP has the authority to resolve disputes concerning the medical condition of employees who have suffered a compensable injury or illness (See Limited Duty, pages 21-4 through 21-6).

On request of the union, a third doctor will be selected from a list supplied, in each separate case, by the local Medical Society of certified specialists for the condition in question.

13.2.C

C. Installation heads shall show the greatest consideration for full-time regular or part-time flexible employees requiring light duty or other assignments, giving each request careful attention, and reassign such employees to the extent possible in the employee's office. When a request is refused, the installation head shall notify the concerned employee in writing, stating the reasons for the inability to reassign the employee.

Article 13.2.C requires that installation heads make a bona fide effort to identify light duty work. It further requires management to give the matter "the greatest consideration" and "careful attention." If management does not provide the requested light duty work, it has an obligation to explain in writing why light duty work is unavailable. Disputes concerning the failure to provide light duty work may be addressed through the grievance arbitration procedure.

Section 3. Local Implementation

Due to varied size installations and conditions within installations, the following important items having a direct bearing on these reassignment procedures (establishment of light duty assignments) should be determined by local negotiations.

13.3.A

A. Through local negotiations, each office will establish the assignments that are to be considered light duty within each craft represented in the office. These negotiations should explore ways and means to make adjustments in normal assignments, to convert them to light duty assignments without seriously affecting the production of the assignment.

13.3.B

B. Light duty assignments may be established from part-time hours, to consist of 8 hours or less in a service day and 40 hours or less in a service week. The establishment of such assignment does not guarantee any hours to a part-time flexible employee.

13.3.C

C. Number of Light Duty Assignments. The number of assignments within each craft that may be reserved for temporary or permanent light duty assignments, consistent with good business practices, shall be determined by past experience as to the number of reassignments that can be expected during each year, and the method used in reserving these assignments

to insure that no assigned full-time regular employee will be adversely affected, will be defined through local negotiations. The light duty employee's tour hours, work location and basic work week shall be those of the light duty assignment and the needs of the service, whether or not the same as for the employee's previous duty assignment.

Local Implementation. Article 13.3, together with Article 30.B.15, 16, and 17 provide that the parties may discuss the following during the local implementation period:

- The number of light duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignment (Article 30.B.15).
- The method to be used in reserving light duty assignments so that no regularly assigned member of the regular work force will be adversely affected (Article 30.B.16).
- The identification of assignments that are to be considered light duty within each craft represented in the office (Article 30.B.17).

Article 13.3 provides that changes may be made in an employee's regular schedule and work location in order to accommodate a light duty request (Step 4, NC-S 5127, April 15, 1977, M-00734). National Arbitrator Mittenenthal held in H1C-4E-C 35028, June 12, 1987 (C-00935) that full-time employees on light duty are not guaranteed eight hours a day or forty hours a week of light duty work. They may be sent home before the end of their tour due to lack of work.

13.4.A Section 4. General Policy Procedures

- A. Every effort shall be made to reassign the concerned employee within the employee's present craft or occupational group, even if such assignment reduces the number of hours of work for the supplemental work force. After all efforts are exhausted in this area, consideration will be given to reassignment to another craft or occupational group within the same installation.

When possible, letter carriers should be provided light duty work within the letter carrier craft. Article 13.4.A obligates management to reduce casual hours, if necessary, in order to provide light duty work in the letter carrier craft for career letter carriers.

- 13.4.B** B. The full-time regular or part-time flexible employee must be able to meet the qualifications of the position to which the employee is reassigned on a permanent basis. On a temporary reassignment, qualifications can be modified provided excessive hours are not used in the operation.
- 13.4.C** C. The reassignment of a full-time regular or part-time flexible employee to a temporary or permanent light duty or other

- assignment shall not be made to the detriment of any full-time regular on a scheduled assignment or give a reassigned part-time flexible preference over other part-time flexible employees.
- 13.4.D** D. The reassignment of a full-time regular or part-time flexible employee under the provisions of this Article to an agreed-upon light duty temporary or permanent or other assignment within the office, such as type of assignment, area of assignment, hours of duty, etc., will be the decision of the installation head who will be guided by the examining physician's report, employee's ability to reach the place of employment and ability to perform the duties involved.
- 13.4.E** E. An additional full-time regular position can be authorized within the craft or occupational group to which the employee is being reassigned, if the additional position can be established out of the part-time hours being used in that operation without increasing the overall hour usage. If this cannot be accomplished, then consideration will be given to reassignment to an existing vacancy.
- 13.4.F** F. The installation head shall review each light duty reassignment at least once each year, or at any time the installation head has reason to believe the incumbent is able to perform satisfactorily in other than the light duty assignment the employee occupies. This review is to determine the need for continuation of the employee in the light duty assignment. Such employee may be requested to submit to a medical review by a physician designated by the installation head if the installation head believes such examination to be necessary.
- 13.4.G** G. The following procedures are the exclusive procedures for resolving a disagreement between the employee's physician and the physician designated by the USPS concerning the medical condition of an employee who is on a light duty assignment. These procedures shall not apply to cases where the employee's medical condition arose out of an occupational illness or injury. On request of the Union, a third physician will be selected from a list of five Board Certified Specialists in the medical field for the condition in question, the list to be supplied by the local Medical Society. The physician will be selected by the alternate striking of names from the list by the Union and the Employer. The Employer will supply the selected physician with all relevant facts including job description and occupational physical requirements. The decision of the third physician will be final as to the employee's medical condition and occupational limitations, if any. Any other issues relating to the employee's entitlement to a light duty assignment shall be resolved through the grievance-arbitration procedure. The costs of the services of the third physician shall be shared by the Union and the Employer.

The dispute resolution procedure in this section does not apply to situations involving job-related illness or injury. Only OWCP has the

authority to resolve disputes concerning the medical condition of employees who have suffered a compensable injury or illness (See Limited Duty, pages 21-4 through 21-6).

The procedure in this section is the same as that in Article 13.2.B.2. It provides that on request of the union, a third doctor will be selected from a list supplied, in each separate case, by the local Medical Society of certified specialists for the condition in question.

- 13.4.H H. When a full-time regular employee in a temporary light duty assignment is declared recovered on medical review, the employee shall be returned to the employee's former duty assignment, if it has not been discontinued. If such former regular assignment has been discontinued, the employee becomes an unassigned full-time regular employee.

National Arbitrator Mittenthal held in H8N-5B-C 22251, November 14, 1983 (C-03855), that this provision also applies to employees who have been assigned temporary limited duty work in other crafts under the provisions of ELM Section 546.

- 13.4.I I. If a full-time regular employee is reassigned in another craft for permanent light duty and later is declared recovered, on medical review, the employee shall be returned to the first available full-time regular vacancy in complement in the employee's former craft. Pending return to such former craft, the employee shall be an unassigned full-time regular employee. The employee's seniority shall be restored to include service in the light duty assignment.

When the qualifying conditions in this provision are met, return to the former craft is mandatory. The seniority rule stated in this section is applicable to the letter carrier craft and is an exception to the general rule in Article 41.2.G. Article 13.4.I also applies to employees who have been permanently assigned limited duty work in other crafts under the provisions of ELM Section 546 (Arbitrator Mittenthal, H8N-5B-C 22251, November 14, 1983, C-03855).

- 13.4.J J. When a full-time regular employee who has been awarded a permanent light duty assignment within the employee's own craft is declared recovered, on medical review, the employee shall become an unassigned full-time regular employee.
- 13.4.K K. When a part-time flexible on temporary light duty is declared recovered, the employee's detail to light duty shall be terminated.
- 13.4.L L. When a part-time flexible who has been reassigned in another craft on permanent light duty is declared recovered, such assignment to light duty shall be terminated. Section 4.I, above, does not apply even though the employee has advanced to full-time regular while on light duty.

**ITEM 17 – THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE
CONSIDERED LIGHT DUTY WITHIN EACH CRAFT REPRESENTED IN
THE OFFICE.**

Carriers will be utilized where practical on an assignment(s) not necessarily a part of their normal duties, based on their limitations (to be documented by medical certification on request by management). If two or more carriers are to be assigned light duty, available work will be assigned equitably based on their limitations and/or skills required.

Light duty assignments may include, but are not limited to:

- (1) Assisting routes by setting up mail
- (2) Relabeling carrier cases
- (3) Rewriting carrier route books
- (4) Coverage of suitable collection routes
- (5) Labeling inside of apartment boxes
- (6) Any other assignment or task which is available and within the employees physical limitations