

Limited-duty job offers



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The Compensation column in the June *Postal Record* focused on the CA-17 Duty Status report. The Postal Service uses the CA-17 to see whether there is work available within the worker's limitations. The Postal Service has an obligation to make every effort to assign compensably injured workers to limited duty consistent with the employee's medically defined work limitations.*

ELM Section 545.31 instructs the supervisor or manager who authorizes medical care to advise the employee, in writing, of the obligation to return to work as soon as possible. "Return to work" refers to work in the employee's bid assignment or work in other locations and positions. Notification to the employee must include the following:

- If a specific alternative position is available, the supervisor/manager must advise the employee in writing of the specific duties and physical requirements of the position.
- If no specific alternative position is necessary, the supervisor/manager should advise the employee of any change the agency can make to the employee's permanent assignment to accommodate the employee's limitations due to the injury.

Postal Handbook EL-505 directs managers to consult with the occupational health nurse, contract physician or the treating physician (in writing) to ensure that the limited-duty assignment is consistent with the injured worker's medical restrictions. This may or may not happen, and job offers may sometimes exceed the employee's limitations.

Injured workers are often given job offers and told they must immediately accept the job offer or they will be sent home in a non-pay status. While this is a violation of postal regulations and handbooks, the injured worker should never refuse the job offer. They should instead review the job offer with their supervisor or manager.

The Postal Service normally makes a job offer on PS Form 2499. Section I of the form contains employee information, Section II contains the hours and duties of the job, and Section III is where the employee can accept or refuse the job offer. Just above the place to accept or refuse the job offer, Section III of the 2499 states:

Supervisor/manager should discuss this Offer of Modified Assignment (Limited Duty) and the duties of the assignment with the employee. If the employee has concerns (e.g. task, work location, or medical limitations) not addressed with this offer of Modified Assignment (Limited Duty), the supervisor/manager should discuss the concerns with the employee and, if possible, suggest alternatives. If the employee

raises additional medical issues such as disability or seeks a reasonable accommodation, the supervisor/manager, must engage in an interactive discussion with the employee (see *Handbook EL-307*, Reasonable accommodation, An Interactive Process" for specific guidance). These discussions must be documented on page 2, Section IV of this form.

This language is important for injured workers as it provides an interactive process for going over each facet of the job offer in detail. If you can perform some of the duties of the job offer, let management know you are ready and willing to do so. However, if there are portions of the job offer that you think exceed your medical restrictions, you should write them on the 2499 under Section IV: Documentation.

Postal and federal regulations allow the injured worker to take the job offer to their attending physician. Injured workers who get a job offer where some of the duties may exceed their medical limitations should accept the job offer, do what work they feel is within their medical limitations and take the job offer to their physician for review.

Accepting a job offer that may exceed an injured worker's medical restrictions does not waive the opportunity to contest the propriety of the job offer through the grievance procedure.

Refusing a job offer puts the injured worker at risk. Section 8106 of the Federal Employees Compensation Act (FECA) imposes severe penalties for partially disabled employees who either refuse to seek suitable work or refuse or neglect to work after suitable work is offered.

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Receiving an 8106 sanction for not accepting a job offer can lead to termination of benefits, including schedule awards. OWCP will not make a suitability determination on a job offer unless the injured worker refuses the job offer. If OWCP finds the job suitable, the claimant will be given a 30-day notice to either accept the job offer or provide medical evidence that the job is unsuitable.

While this affords an opportunity to have a physician review the job offer, the physician's report does not guarantee the job offer will be subsequently found unsuitable. If OWCP continues to find the job suitable, the injured worker will receive a 15-day letter advising them that they must accept the job or benefits will be terminated. Once OWCP gives an injured worker an 8106(c) sanction, it is difficult, if not impossible, to reverse.

When in doubt, accept any job offer and write "under protest" next to your signature. Then schedule an appointment with your treating physician as soon as possible and file a grievance if necessary.

* ELM 546.142