

**American Postal Workers Union
AFL-CIO**

William Burrus, President

**LIMITED DUTY
EMPLOYEES
WORKING IN THE
CLERK CRAFT**

Instructors

**Sam Lisenbe, National Business Agent
Billy Woods, National Business Agent**

ASK AND ANSWER THESE QUESTIONS

- 1. Is the employee in a light duty (Article 13) or limited duty (ELM 546) status?**
- 2. What craft was the employee assigned before he/she began performing clerk craft duties?**
- 3. Is the employee in a temporary or permanent limited duty status? If permanent, has the employee been assigned to the clerk craft and is he/she a full-time regular or PTF in the clerk craft?**
- 4. What are the limited duty employee's physical limitations?**
- 5. What clerk craft duties are being performed by the limited duty employee?**
- 6. What types of duties could the limited duty employee perform within his/her own craft?**
- 7. Does your LMOU contain any provisions for the assignment of limited duty employees?**

**WHAT DO YOU NEED TO
DOCUMENT
YOUR GRIEVANCE?**

- 1. Copy of the employee's limited duty job offer.**
- 2. Copy of the limited duty employee's physical restrictions, if the job offer is unavailable or doesn't identify the restrictions.**
- 3. Copy of the limited duty employee's PS Form 50's, before and after assignment to the clerk craft.**
- 4. Copy of ELM, Section 546.142.a.**
- 5. A list of duties in the limited duty employee's own craft that he/she could perform within his/her limitations.**
- 6. Time records of the limited duty employee that is performing clerk craft duties.**

7. **Notes from interview of supervisor/manager who assigned the limited duty employee to the clerk craft, identifying what, if any, efforts were made to assign the employee to his/her own craft.**
8. **Copy of the Overtime Desired List for clerk craft employees who were available and qualified to perform the duties worked by the limited duty employee.**
9. **Time records of any clerk craft employees (OTDL, non-OTDL, PTFs) who were available and qualified to perform the duties that were performed by the limited duty employee.**
10. **A specific remedy for the contractual violation. Include a request that the violation cease and the limited duty employee be returned to his/her former craft, a list of the clerk craft employees who should be compensated and ask that they be paid at the applicable rate for all hours that the limited duty employee performed clerk craft duties. If the violation was temporary, provide the exact number of hours to which the clerk craft is entitled to be paid. If the violation is continuing, ask for a prospective remedy (until the violation ceases).**

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- 545.93 **Separation — Disability**
After receiving permission from the Health and Resource Management manager at Headquarters, the requesting official initiates the separation action in accordance with 365.
- 546 **Reassignment or Reemployment of Employees Injured on Duty**
- 546.1 **Law**
- 546.11 **General**
The Postal Service has legal responsibilities to employees with job-related disabilities under 5 U.S.C. 8151 and the OPM regulations as outlined below.
- 546.12 **Disability Fully Overcome Within One Year**
- 546.121 **Obligation**
A current or former career employee who fully recovers from an injury or disability within 1 year of initial or recurrent compensation must be given the right to resume employment in the former or equivalent position.
- 546.122 **Rights and Benefits**
Upon reemployment, all rights and benefits that would have been acquired in the former position must be restored.
- 546.13 **Disability Fully Overcome After More Than One Year**
- 546.131 **Obligation**
When a current or former employee fully overcomes the injury or disability more than 1 year after compensation begins, the Postal Service must give the current or former employee priority consideration for reassignment or reemployment into the former position or an equivalent one. The names of all former employees who fully recover from their compensable disabilities more than 1 year after compensation begins must be entered on a reemployment list in two groups:
- a. Group one includes all those former employees who are entitled to 10-point veteran preference. They must be considered for employment before persons in group two.
 - b. Group two includes all other former employees who fully recover from their compensable disabilities in more than 1 year. They must be considered before other sources of recruitment, such as transfers from other agencies, reinstatements, or appointments from hiring registers.
- 546.132 **Rights and Benefits**
Rights and benefits are the same as those outlined in 546.122.
- 546.14 **Disability Partially Overcome**
- 546.141 **General**
The procedures for current employees cover both limited duty and rehabilitation assignments. Limited duty assignments are provided to employees during the recovery process when the effects of the injury are considered temporary. A rehabilitation assignment is provided when the

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effects of the injury are considered permanent and/or the employee has reached maximum medical improvement.

546.142 **Obligation**

When an employee has partially overcome the injury or disability, the Postal Service has the following obligation:

- a. *Current Employees.* When an employee has partially overcome a compensable disability, the Postal Service must make every effort toward assigning the employee to limited duty consistent with the employee's medically defined work limitation tolerance (see 546.611). In assigning such limited duty, the Postal Service should minimize any adverse or disruptive impact on the employee. The following considerations must be made in effecting such limited duty assignments:
- (1) To the extent that there is adequate work available within the employee's work limitation tolerances, within the employee's craft, in the work facility to which the employee is regularly assigned, and during the hours when the employee regularly works, that work constitutes the limited duty to which the employee is assigned.
 - (2) If adequate duties are not available within the employee's work limitation tolerances in the craft and work facility to which the employee is regularly assigned within the employee's regular hours of duty, other work may be assigned within that facility.
 - (3) If adequate work is not available at the facility within the employee's regular hours of duty, work outside the employee's regular schedule may be assigned as limited duty. However, all reasonable efforts must be made to assign the employee to limited duty within the employee's craft and to keep the hours of limited duty as close as possible to the employee's regular schedule.
 - (4) An employee may be assigned limited duty outside of the work facility to which the employee is normally assigned only if there is not adequate work available within the employee's work limitation tolerances at the employee's facility. In such instances, every effort must be made to assign the employee to work within the employee's craft within the employee's regular schedule and as near as possible to the regular work facility to which the employee is normally assigned.
- b. *Former Employees.* When a former employee has partially recovered from a compensable injury or disability, the Postal Service must make every effort toward reemployment consistent with medically defined work limitation tolerances. Such an employee may be returned to any position for which he or she is qualified, including a lower grade position than that which the employee held when compensation began.

Note: Placement priority for rehabilitation assignment is the same as for limited duty.

546.143 **Rights and Benefits Upon Partial Recovery**

When a current or former employee has partially overcome the injury or disability, he or she has the following rights and benefits upon reassignment or reemployment:

- a. *Seniority.* Former employees who are reemployed into bargaining unit positions or current career employees who are reassigned into such positions are credited with seniority in accordance with the collective bargaining agreements covering the position to which they are assigned.
- b. *Probationary Period.* Reemployed individuals who have completed their probationary periods, or would have completed their probationary periods but for their compensable injuries, are not required to serve a new probationary period.
- c. *Leave Credit.* For purposes of computing leave rate accrual, former employees who were eligible to accrue leave under 510 are credited upon reemployment with the total time compensation was received from OWCP.
- d. *Retirement.* Former employees (not reemployed annuitants) who were covered by the Civil Service Retirement Act (see 560) or Federal Employees Retirement System (see 580) are credited with the time spent on OWCP compensation in computing retirement credit. Annuitants who are reemployed after a period of separation during which they received OWCP benefits in lieu of an annuity receive credit for the separation only after they have qualified for a redetermination of the annuity. (For additional information on retirement considerations see the federal *CSRS/FERS Handbook*, Chapter 102.)
- e. *Salary Determination.* The following salary restoration criteria must be met for both reemployment and reassignment actions:
 - (1) *Reassignment or Reemployment to the Former Grade or Step in the Same Salary Schedule.* Those individuals who are reemployed into a position with the same grade or step as held at the time of injury or disability receive the current salary for that grade and the step that they would have acquired if there had been no injury or disability.
 - (2) *Reassignment or Reemployment to a Higher Grade Step in the Same Salary Schedule.* Those individuals who are reemployed to a position with a grade higher than that of the position held at the time of injury or disability are placed in the higher grade at the current salary for the grade or step that they would have acquired if there had been no injury or disability. If that salary is between steps in the higher grade, their salary is increased to the next higher step.
 - (3) *Reassignment or Reemployment to a Lower Grade or Step in the Same Salary Schedule:*
 - (a) *Salary Below Maximum of Lower Grade.* The individual is placed in any higher step in the lower grade that is less than one full step above the current salary for the grade or

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step that he or she would have acquired if there had been no injury or disability.

- (b) *Salary Above Maximum of Lower Grade.* In those cases where the current salary for the grade that the individual would have acquired if there had been no injury or disability exceeds the maximum salary of the lower grade position, he or she is afforded a saved rate at the higher grade or step salary. These saved-rate provisions apply for an indefinite period and are subject to the rules of the salary schedule to which assigned for the following employees:
- (i) Current career employees who have accepted a permanent rehabilitation job offer and are reassigned to a lower grade due to a job-related injury.
 - (ii) Former career employees who are being reemployed under 546.142b.
 - (iii) Limited duty career employees.
- (4) *Reassignment or Reemployment to a Position in a Different Salary Schedule.* When an individual is reemployed or reassigned to a position in a salary schedule that is different from the schedule under which he or she was paid at the time of injury or disability, he or she is treated under the rules applicable to the salary schedule to which reemployed or reassigned:
- (a) The individual is reemployed or reassigned at the grade appropriate for the position to which reemployed or reassigned.
 - (b) The individual is placed in any higher step in the new grade that is less than one full step above the current salary for the grade or step that he or she would have acquired if there had been no injury or disability.
 - (c) If reemployment or reassignment is in a nonstep schedule, the individual is placed at a salary plus any salary increases the he or she would have acquired if there had been no injury or disability. Bargaining unit merit salary increases are based on the most recent performance rating prior to the injury or disability.
 - (d) If the current salary for the grade that the individual would have acquired if there had been no injury or disability exceeds the maximum salary of the new grade, he or she is given a saved rate. These saved-rate provisions apply for an indefinite period and are subject to the rules of the salary schedule to which assigned.
- (5) *Reassignment or Reemployment to a Former Position Under Different Salary Schedule.* If the position held at the time of injury or disability is no longer under the same salary schedule, the current salary for the former grade or step is determined by:
- (a) The manager of Corporate Personnel Management for Headquarters and Headquarters field unit positions.

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- (b) The area Human Resources manager for area positions.
- (c) The district Human Resources manager for other field positions.
- (6) *Step Increases*. Upon reemployment or reassignment, the partially recovered and permanently partially disabled individuals are assigned a new waiting period for step or merit increases. The date assigned is based on the effective date for the most recent step, merit, or equivalent increase the individual would have acquired if there had been no injury or disability.

546.144 **Relocation Consideration**

Factors considered when relocation of a former employee is proposed include the following:

- a. *Scope*. Every effort must be made to reemploy the individual at a postal facility within the area of his or her present place of residence. Any offer to reemploy in a different location can be considered only after all reasonable attempts have been made to rehire within the area of the employee's present place of residence.
- b. *Expenses*. If an individual accepts a reemployment offer but will incur relocation expenses as a result of this acceptance, any expenses that OWCP determines reasonable and necessary may be paid by OWCP from the Employees' Compensation Fund.

546.2 **Collective Bargaining Agreements**

546.21 **Compliance**

Reassignment or reemployment under this section must be in compliance with applicable collective bargaining agreements. Individuals so reassigned or reemployed must receive all appropriate rights and protection under the newly applicable collective bargaining agreement.

546.22 **Contractual Considerations**

546.221 **Scope**

Collective bargaining agreement provisions for filling job vacancies and giving promotions and provisions relating to retreat rights due to reassignment must be complied with before an offer of reassignment or reemployment is made to a current or former postal employee on OWCP rolls for more than 1 year.

546.222 **Reassignment or Reemployment**

A partially recovered current or former employee reassigned or reemployed to a different craft to provide appropriate work must be assigned to accommodate the employee's job-related medical restrictions. Such assignment may be to a residual vacancy or to a position uniquely created to fit those restrictions; however, such assignment must not impair seniority rights of PTF employees. Minimum qualification requirements, including written examinations, may be waived in individual cases for former or current employees injured on duty and being considered for reemployment or reassignment. When there is evidence (including that submitted by the postal physician or occupational health nurse administrator) that the employee can

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be expected to perform satisfactorily in the position within 90 days after assignment, a waiver may be granted by one of the following:

- a. The vice president of Employee Resource Management for Headquarters and Headquarters field unit positions.
- b. An area Human Resources manager for area positions.
- c. A district Human Resources manager for other field positions.

546.23 Types of Appointments

Types of appointments available include the following:

- a. A current full-time career employee may be reassigned to a full-time career position if his or her job-related medical condition permits.
- b. A current or former part-time flexible career employee may be reassigned or reemployed to a part-time flexible career position.
- c. A current or former noncareer employee may be reassigned or reemployed to the position held previously or, upon satisfactory demonstration of the ability to meet the job requirements and in accordance with the appropriate collective bargaining agreement, may be reassigned or reemployed to another noncareer position or noncompetitively converted to a career position (NOA 501). Approval for conversion actions from noncareer to career must be approved by the manager of Health and Resource Management at Headquarters prior to any PS Form 50 action.

546.3 Restoration Rights

OPM is responsible for implementing the regulations contained in 5 U.S.C. 8151. These regulations are codified in 5 CFR 353. In accordance with 5 U.S.C. 8151(a), an individual injured or disabled on duty who resumes employment with the Postal Service is to be credited with the time during which compensation was received for purposes of certain rights and benefits based upon length of service.

546.4 Employee Appeal Rights

Current or former employees who believe they did not receive the proper consideration for restoration, or were improperly restored, may appeal to the Merit Systems Protection Board under the entitlements set forth in 5 CFR 353.

546.5 Retirement Considerations

Reemployment of retired annuitants requires special retirement considerations that must be addressed. Injury Compensation control office personnel should coordinate the reemployment of annuitants with the appropriate appointing official.

- 546.6 **Reassignment and Reemployment Procedures**
- 546.61 **OWCP Referrals**
OWCP makes referrals of current and former postal employees to the Postal Service for reassignment or reemployment consideration.
- 546.611 **Work Limitation Tolerances**
The work limitations are established by the employee's treating physician or a physician selected by OWCP and afforded weight of medical evidence.
- 546.612 **OWCP Vocational Rehabilitation Services**
OWCP may provide vocational rehabilitation services that include assistance from registered nurses. The nurses may visit the worksite to ensure that the duties of an offered position do not exceed the medical limitations as represented by the weight of medical evidence established by OWCP and address any problems the employee may have in adjusting to the work setting. Other vocational rehabilitation services include evaluation, testing, training, and placement services with either the Postal Service or a new employer. These services may include functional capacity evaluations, which help to tailor individual rehabilitation programs to employee's physical reconditioning and behavioral modification needs and to help employees to meet the demands of current or potential jobs.
- 546.62 **Postal Service Medical Review**
- 546.621 **Physical Examination**
Provisions applicable to physical examinations are as follows:
- a. The postal physician or occupational health nurse administrator evaluates fully all medical records referred to the Postal Service from OWCP district offices.
 - b. A complete physical examination paid for by the Postal Service is required for former employees. A physical examination for current employees is not mandatory. The result of the physical examination is documented on PS Form 2485, *Medical Examination and Assessment*, and on PS Form 2489, *Identification of Physical/Mental Disability*.
 - c. The postal physician or occupational health nurse administrator makes a statement of concurrence with OWCP-documented medical limitations or further restricts the current or former employee's work limitation tolerances. The postal physician or occupational health nurse administrator can in no way liberalize the medical limitations tendered by OWCP district offices.
- 546.622 **Special Considerations**
Special considerations are as follows:
- a. An individual who is referred for reassignment or reemployment consideration by OWCP may have some degree of concurrent disability that is not caused by or related to the original job injury or disability. The postal physician or occupational health nurse administrator should review medical documentation for any concurrent medical condition that

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might prevent the individual from performing the duties of the position for which the individual is being considered.

- b. The postal physician or occupational health nurse administrator should carefully evaluate all concurrent disabilities and include their potential impact in the recommendation for reassignment or reemployment sent to the appointing official.
- c. Current and former employees now permanently and partially disabled may have some type of residual handicap. The postal physician or occupational health nurse administrator who reviews the physical examination and/or medical documentation is responsible for assigning the correct handicap code as defined in Handbook EL-301, *Guidelines for Processing Personnel Actions*.

546.63 **Offer of Appointment**546.631 **Evaluation**

Upon receipt and evaluation of OWCP referral containing documented medical limitations and evaluation of the postal physician's or occupational health nurse administrator's recommendations, the appointing official determines if a reassignment or reemployment offer can be made.

546.632 **Interview**

During the return to work interview, the appointing official must ensure that the individual receives the following information:

- a. In-depth analysis of medical limitations and the individual's responsibility to work within the prescribed work limitation tolerances.
- b. If applicable, the status of injury compensation and disability retirement benefits and future eligibility.
- c. A full explanation of all restoration rights and benefits (see 546.143 and 546.3).
- d. Full particulars regarding the position including title, duties, grade, salary, location of work assignment, and all other information required in a return to work interview.
- e. Instructions for completion and submission of any required employment forms.

546.633 **Processing Personnel Actions**

The appointing official is responsible for processing the reassignment or reemployment action in accordance with Handbook EL-301, *Guidelines for Processing Personnel Actions*.

546.64 **Employee's Refusal of Job Offer**

When a current or former employee is offered suitable employment or reemployment by the Postal Service (i.e., employment or reemployment that OWCP has deemed suitable), that individual is obligated to return to such employment (see 545.3). However, if the current or former employee refuses an offer of suitable employment or reemployment, the control office or control point must:

- a. Offer the individual an opportunity to sign a declination of employment.

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- b. Advise the individual that the effect of such a refusal may result in the termination or reduction of compensation benefits by the Department of Labor.
- c. Notify OWCP district office by telephone, fax or, email of the declination and the reasons given.
- d. Within 2 working days, forward a full written summary of the current or former employee's interview, including the signed declination and medical evaluations or other pertinent information, to OWCP district office. OWCP is responsible for notifying the Office of Personnel Management if the individual's disability retirement status is to be evaluated.

546.65 **Management's Refusal to Reemploy**

The appointing official may not be able to accommodate the former employee for medical reasons or other considerations. If the former employee will not be reemployed, the appointing officer must:

- a. Notify the district manager or postmaster with written justification stating specific reasons for refusal to reemploy. If the district manager or postmaster agrees with the appointing officer's refusal to reemploy, then he or she must seek final concurrence from the manager of Health and Resource Management at Headquarters through the area human resources analyst for injury compensation.
- b. With the final concurrence, notify the employee in writing of the refusal to employ, including a paragraph informing the individual of the right to appeal to the Merit Systems Protection Board, and send a copy to OWCP.

547 **Third Party Liability**

547.1 **Purpose**

This section instructs control office or control point personnel on how to collect damages from a third party who is responsible for causing an injury to a postal employee who receives benefits under the FECA, 5 U.S.C. 8101-50, as a result of that injury.

547.2 **Background**

547.21 **Requirement to Take Action**

FECA provides that if the injury or death (which is compensable under the Act) is caused by a third party, the claimant can be required to take action against that third party. The Office of the Solicitor of Labor (SOL) is delegated authority to administer the subrogation aspects of certain FECA claims for OWCP. Either OWCP or SOL can require an employee receiving benefits under FECA to do one of the following:

- a. Assign to the United States any right of action he or she may have to force the third party to pay damages or assign any right the employee may have to share in money received in satisfaction of a liability claim.
- b. Prosecute the action in his or her own name.

Limited Duty Carrier Assignments

Sort letter mail in modified workstation/remain seated
Sort letter mail
Write/Type PS Form 3982
File change of address cards
Input data into computer involving carriers
Growth management
Maintain routine route records
Maintain special order route records
Write up carriers accountable mail
Make carrier route case labels
Maintain Address Management books for carrier routes
Maintain Unit Goal posters
Update USPS employee bulletin boards
Record DPS errors received from carriers after return from street
Carrier information gathering for Unit Review
Coordinate USPS/carrier special events
NDCBU Street delivery of mail (Cluster Box)
High rise apartment delivery of mail
Truck mounted mail delivery
Complete Form 1564A for carrier routes
Maintain route maps for carrier routes
Maintain Form 3575 for carrier routes
Maintain Form 1621 for carrier routes
Sort mail to be forwarded into throw-back case for handling by clerks
Make deliveries on carrier routes

Limited Duty Mail Handler Assignments

Separate bundles of mail
Complete and attach labels on bundles according to content
Condemn mail bags
Remove cord fasteners and label holders
Prepare salvaged articles
Work at wire tying machines
Prepare facing slips
Sort trays, pouches and bags to appropriate distribution point
Label printing
Operate a jitney, fork-lift or pallet truck



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OFFICE OF THE
ASSISTANT POSTMASTER GENERAL
LABOR RELATIONS DEPARTMENT

JUL 19 1991

Mr. Steven R. Smith
Director, Labor Relations
National Rural Letter
Carriers' Association
4th Floor
1630 Duke Street
Alexandria, VA 22314-3465

Re: H7R-4L-C 28490
Beckmeier
Decatur IL 62521

Dear Mr. Smith:

On May 21, 1991, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether the Postal Service violated the National Agreement by utilizing a rural carrier in a limited duty status to work on her assigned rural route.

The grievant, who suffered an on-the-job injury on December 19, 1988, has worked in a number of limited duty assignments based on her medical restrictions. The latest duty assignment, carrying her rural route with a weight restriction, was based on her physician's completion of a duty status report after examining her on April 10, 1990.

The Union contends that a rural route is not a limited duty assignment and that if a leave replacement performs a portion of the work on the route, he or she should be paid the full evaluation. There is no contractual provision for providing auxiliary assistance to a regular rural carrier who is in a limited duty status.

While the Postal Service strives to accommodate all injured employees, its responsibilities towards employees injured on duty differ from its responsibilities toward employees whose injuries or illnesses are not job related. As outlined in Part 546, Employee & Labor Relations Manual, the Postal Service has certain legal obligations, to

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employees with job related disabilities, pursuant to 5 U.S.C. Section 8151 and regulations promulgated by the Office of Personnel Management. Article 21, Section 5 of the USPS-NRLCA National Agreement acknowledges these legal obligations. The statutory and regulatory responsibilities toward on-the-job injuries are obligatory in nature and are given priority consideration when assigning ill or injured employees.

It is the position of the Postal Service, therefore, that the grievant was properly assigned to carry her own route within the medical limitations prescribed by her physician. Moreover, the parties have previously agreed in case E1R-5D-C 24519 (containing a similar issue) that "Due to the unusual nature of this circumstance . . . the work provided by the substitute rural carrier is analogous to providing auxiliary assistance. Thus, the substitute rural carrier shall be paid actual time for the work hours performed." In the absence of any contractual violation, this grievance is denied.

Time limits were extended by mutual consent.

Sincerely,


Muriel Aiken Arnold
Grievance & Arbitration
Division

Date ~~11/11 19 1991~~

PERMANENT LIGHT/LIMITED DUTY EMPLOYEES WHO CAN NO LONGER PERFORM WORK IN THEIR FORMER DUTY ASSIGNMENTS

Article 37.1.B. Duty Assignment – A set of duties and responsibilities within recognized positions regularly scheduled during specific hours of duty.

A “duty assignment” is not the same as a “standard position description”. The J-CIM explains in Article 37, Page 1, *there is only one Mail Processing Clerk position, while Mail Processing Clerk duty assignments number in the thousands.*

If a light/limited duty employee is no longer performing the work identified in his/her “duty assignment”, it is important to determine if that employee is expected to return to his/her duty assignment or if the employee is permanently disabled and will never perform the “essential functions” of that assignment.

Handbook EL-307, Guidelines on Reasonable Accommodation, allows the Postal Service to place an employee into a duty assignment if the handicapped employee can perform the essential functions, including the essential physical requirements, of the assignment.

If the employee *permanently* cannot perform the essential functions of his/her former duty assignment, the assignment should be declared vacant and, in accordance with Article 37.3.A.1, posted for bid “to full-time employees eligible to bid”.

If an employee is injured on duty, and therefore in a limited duty status, it must be determined if that employee has a permanent disability. If the disability is partial but permanent, the FECA references *maximum medical improvement* (MMI) as having a “residual permanent disability which does not prevent them from being able to perform some type of work – but not the work performed at the time of the injury”.

Permanent limited duty employees are protected by the FECA and the ELM, Section 546.142. The Postal Service has an obligation to make every effort to assign work to a limited duty employee within his/her physical limitations “in the work facility to which the employee is regularly assigned, and during the hours when the employee regularly works”. The Union’s attempt to have a permanent limited duty employee’s former duty assignment declared vacant and posted for bid does not eliminate these rights for the injured employee.

Article 37.1

C. All travel for job-related training will be considered compensable work hours.

(The preceding Article, Article 36, shall apply to Transitional Employees)

**ARTICLE 37
CLERK CRAFT**

Section 1.	Definitions
Section 2.	Seniority
Section 3.	Posting, Bidding, and Application
Section 4.	Unencumbered Employees
Section 5.	Conversion/Part-Time Flexible Preference
Section 6.	Parcel Post Sorting Machines
Section 7.	Anti-Fatigue Measures
Section 8.	Scheme Committee
Section 9.	Computerized Forwarding System
Section 10.	Listing of Key and Standard Positions

Section 1. Definitions

A. Craft Group. Those positions for which the Union has secured exclusive recognition at the national level.

B. Duty Assignment. A set of duties and responsibilities within recognized positions regularly scheduled during specific hours of duty.

C. Preferred Duty Assignment. Any duty assignment considered preferred by a full-time employee or a part-time regular employee.

Article 37.3

Agreement, a full-time employee or a part-time regular employee begins a new period of seniority:

- a. When the change is:
 - (1) from one postal installation to another at the employee's request.
 - (2) from another craft to the Clerk Craft (voluntarily or involuntarily).
 - b. Upon reinstatement or reemployment.
 - c. Upon transfer into the Postal Service.
7. Change in Which Seniority is Modified. When mutual exchanges are made between full-time Clerk Craft employees in different installations, both of the exchanging employees shall take the seniority date of the junior employee involved and shall be reassigned as unassigned full-time employees.

Section 3. Posting, Bidding, and Application

A. Newly established and vacant Clerk Craft duty assignments shall be posted as follows:

1. All newly established Clerk Craft duty assignments shall be posted to craft employees eligible to bid within 28 days. All vacant duty assignments, except those positions excluded by the provisions of Article 1, Section 2, shall be posted within 28 days unless such vacant duty assignments are reverted.
 - a. **Full-time duty assignments.**
 - (1) Newly established full-time duty assignments are posted to full-time

Article 37.3.A.1

employees eligible to bid and to currently qualified part-time regular employees eligible to bid who were previously full-time employees in the Clerk Craft in the same installation.

- (2) Vacant full-time duty assignments are posted to full-time employees eligible to bid.
 - (3) Residual full-time vacancies are posted for bid to part-time regular employees eligible to bid, after the application of Section 4.C, Assignment of Unencumbered Employees, unless such vacancies are being withheld pursuant to Article 12.
 - (a) To be eligible to bid on a residual full-time vacancy, a part-time regular employee must be senior to the senior part-time flexible on the roll who states a preference on the duty assignment.
 - (b) Posting of residual full-time duty assignments to part-time regular employees will be concurrent with part-time flexible preferencing under Section 5. A part-time regular employee eligible to bid on a duty assignment will be placed in the duty assignment ahead of a part-time flexible employee expressing a preference for the duty assignment.
- b. Part-time regular duty assignments.**
- (1) Newly established and vacant part-time

**ARTICLE 37
CLERK CRAFT**

QUESTIONS AND ANSWERS

Section 1. Definitions
Section 2. Seniority
Section 3. Posting, Bidding, and Application
Section 4. Unencumbered Employees
Section 5. Conversion/Part-Time Flexible Preference
Section 6. Parcel Post Sorting Machines
Section 7. Anti-Fatigue Measures*
Section 8. Scheme Committee*
Section 9. Computerized Forwarding System
Section 10. Listing of Key and Standard Positions

*Q & A on these Sections of Article 37 may be developed in the future.

SECTION 1 – DEFINITIONS

Section: 1.A

1. Does the term *craft group* include all senior and best qualified clerk craft positions?

Response: Yes.

Section: 1.A

2. Are all positions with *clerk* in the title included in the clerk craft?

Response: No. There are several positions such as Maintenance Control Clerk, Administrative Clerk VMF, General Clerk VMF, which are not clerk craft positions.

Section: 1.B

3. Are the terms *duty assignment* and *position* interchangeable?

Response: No. The definition of duty assignment is unambiguous and states in part "within recognized positions." For example, there is only one Mail Processing Clerk position, while Mail Processing Clerk duty assignments number in the thousands. However, there have been many instances in which these terms were used interchangeably.

Section: 1.B

4. Does the term *duty assignment* apply to part-time regular assignments?

Response: Yes.

Chapter 3 Employment and Placement Procedures

310 General

The Postal Service provides employment opportunities to qualified handicapped individuals through competitive and noncompetitive processes. These processes differ only in minor administrative and documentation procedures. After covering several concepts applicable to both hiring procedures, this section addresses separately the noncompetitive and the competitive selection procedures. Detailed documentation is required throughout each step in the selection and interview process. The reasonable accommodation management checklist provided in this chapter has been developed to facilitate this documentation process.

320 Essential Functions

321 Job Identification

The hiring process begins with the identification of the specific job to be filled. In cases where the position's essential functions have not been clearly identified through official Postal Service sources, local management must identify them.

321.1 The essential functions of a specific position are those functions which *must* be performed in order to accomplish the purpose for which the job has been established. Determine these functions by asking incumbents, supervisors, or other persons who know the job to identify the major tasks. Then ask these questions:

- a. What happens if the particular task is performed incorrectly?
- b. Is the task performed a major portion of

the time the person devotes to the job each day?

- c. What occurs if the task is not done?

321.2 It may help to list the major tasks of a job and rate each one as to frequency of performance, importance, and criticality. Only those tasks which are considered important or critical or which constitute a major portion of the job should be identified as essential functions.

322 Physical Requirements of the Job

Next, determine the physical efforts or requirements necessary to perform satisfactorily the essential functions of the job. There may be instances where the installation official will waive or modify physical requirements of a particular job in an individual case, but the identified essential functions of the job *may not* be altered or eliminated.

323 Performance, Attendance, and Work Habits

The Postal Service requires the same performance, attendance, and work habits from qualified handicapped employees as it does from other employees.

330 Checklists

Documentation is very important. This handbook contains two management checklists designed to aid the decision-making and documentation processes for reasonable accommodation. Use one management checklist when considering individuals with disabilities in the noncompetitive appointment process.

appointed executor or administrator of the deceased employee's estate. The FECA provides a specific order of precedence of all or part of a schedule award payable at the time of an employee's death from causes other than the work-related injury or disease (see section 2315).

2313 Temporary Total

- (a) A temporary total disability is one which prevents the employee from working in any capacity for a limited period of time. Recovery without permanent effects is normally, but not always, expected.
- (b) Compensation payments for temporary total disability are based upon loss of earning capacity. Therefore, until the employee recovers from the injury or disease and is able to return to work, he or she will receive compensation payments equal to 66 $\frac{2}{3}$ % of the employee's regular pay or 75% of regular pay if there is a spouse and/or other dependent(s) (see section 2330).

2314 Temporary Partial

- (a) The term "temporary partial disability" applies to those employees whose work-related disabling condition partially reduces their earning capacity for a limited period of time. In such instances, the disabled employee cannot physically perform all of the duties in his or her regular job for a period of time, but is able to work in a limited duty position either full or part-time. Complete recovery is normally, but not always, expected.
- (b) Compensation for temporary partial disability is paid only for those regular duty hours the employee is unable to work. For example, a temporarily disabled employee who is able to work only five hours of a regular eight-hour shift would receive compensation for the remaining three hours he or she is unable to work.

2315 Permanent Disability

- (a) The term "permanent disability" applies to: (1) employees who have recovered as much as possible from an injury or disease but continue to suffer from a partial or total disabling condition; and (2) employees who have suffered the permanent loss or loss of the use of a member, or certain specified organs or functions of the body (schedule awards).
- (b) There are three categories of permanent disability compensation:
 - Compensation for permanent total disability, based on total loss of earning capacity;
 - Compensation for permanent partial disability, based on partial loss of earning capacity;
 - Schedule awards, which compensate the employee for certain specified permanent disabilities (i.e., for the actual permanent physical impairment itself—either total or partial).

2315.1 Permanent Total Disability

- (a) The FECA provides compensation to an employee unable to return to any type of work because of a permanent disability caused by an employment-related injury or disease.
- (b) The loss of use of both hands, both arms, both feet, or both legs, or the loss of sight of both eyes, is prima facie permanent total disability (see 5 USC 8105 (b)).
- (c) Permanent total disability payments are equal to 66 ⅔% of the employee's regular pay or 75% of the regular pay if there is a spouse and/or other dependent(s) (regular pay is discussed in Section 2330).
- (d) OWCP is hesitant to classify an employee as permanently totally disabled because of the possibility that medical improvement and/or vocational rehabilitation could restore at least some earning capacity. Nevertheless, if an employee has a disability which, combined with age and other factors, is so severe that there is no hope of recovery and the employee is incapable of performing any and all work, OWCP may make such a determination.
- (e) A determination of permanent total disability may be rescinded by OWCP if it is proven that a disabled employee has an ability to earn wages, even in cases where there is a prima facie permanent total disability (e.g., an employee who has lost both hands may, with training, again become gainfully employed).
- (f) Permanently and totally disabled employees are also eligible to receive an additional payment of up to \$1,500 per month if they need the services of an attendant on a continuous basis (see subsection 2128).

2315.2 Permanent Partial Disability

2315.21 General Information

- (a) Many employees, after reaching maximum medical healing (maximum medical improvement), have residual permanent disability which does not prevent them from being able to perform some type of work—but not the work performed at the time of the injury or a job paying wages comparable to that job. These employees are considered to have a permanent partial disability.
- (b) Permanent partial disability compensation partially compensates the employee for his or her loss of "earning capacity". The payments are based on 66 ⅔% of the difference between the employee's adjusted "earning capacity" as determined by OWCP and the employee's former earnings at time of injury. If the partially disabled employee has a spouse and/or dependent(s), compensation is equal to 75% of this difference (minimum compensation rates do not apply—see subsection 2317).



UNITED STATES POSTAL SERVICE
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ARTICLE 8
SECTION 4 B
LIMITED DUTY
WORK SCHEDULE

DEC 24 1985

Mr. Thomas A. Neill
Industrial Relations Director
American Postal Workers
Union, AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399

Dear Mr. Neill:

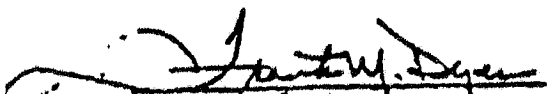
Recently we met in prearbitration discussion of EIC-3D-C 38668, Florence, Alabama. The question in this grievance is whether a full-time regular employee on limited duty may be scheduled day-to-day with varying reporting times.

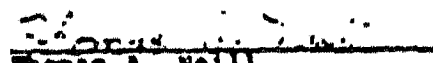
It was mutually agreed to full settlement of this case as follows.

1. Full-time regular employees on limited duty will not be scheduled day-to-day with varying reporting times.
2. Employees injured on duty will be scheduled in accordance with the ELM, part 546.141.

Please sign and return the enclosed copy of this letter acknowledging your agreement to settle this case, withdrawing EIC-3D-C 38668 from the pending national arbitration listing.

Sincerely,


 Frank A. Dyer
 Labor Relations Specialist
 Arbitration Division
 Labor Relations Department


 Thomas A. Neill
 Industrial Relations
 Director
 American Postal Workers
 Union, AFL-CIO

(Date)

Enclosure