

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE AMERICAN POSTAL WORKERS UNION, AFL-CIO
AND
THE UNITED STATES POSTAL SERVICE

It is agreed that the following procedures will be used in situations in which an employee, as a result of illness or injury or pregnancy, is temporarily unable to work all of the duties of his or her normal assignment. Instead, such an employee is working on:

- 1) light duty,
- 2) or limited duty;

Or is receiving:

- 1) Continuation of Pay (COP)
- 2) or compensation as a result of being injured on the job
- 3) sick leave
- 4) annual leave in lieu of sick leave
- 5) or Leave Without Pay (LWOP) in lieu of sick leave

I. Bidding

A) An employee who is temporarily disabled will be allowed to bid for and be awarded a preferred bid assignment in accordance with the provisions in the various craft articles of the Agreement, or where applicable, in accordance with the provisions of a local Memorandum of Understanding, provided that the employee will be able to fully assume the position within six (6) months from the time at which the bid is submitted.

B) Management may, at the time of submission of the bid or at any time thereafter, request that the employee provide medical certification indicating that the employee will be able to fully perform the duties of the bid-for position within six (6) months of the bid. If the employee fails to provide such certification, the bid shall be disallowed, and, if the assignment was awarded, the employee shall become an unassigned regular and the bid will be reposted. Under such circumstances, the employee shall not be eligible to re-bid the next posting of that assignment.

Mr. William Burrus

2

C) If at the end of the six (6) month period, the employee is still unable to fully perform the duties of the bid-for position, management may request that the employee provide new medical certification indicating that the employee will be able to fully perform the duties of the bid-for position within the second six (6) months after the bid. If the employee fails to provide such new certification, the bid shall be disallowed and the employee shall become an unassigned regular and the bid will be reposted. Under such circumstances, the employee shall not be eligible to re-bid the next posting of that assignment.

D) If at the end of one (1) year from the submission of the bid the employee has not been able to fully perform the duties of the bid-for position, the employee must relinquish the assignment, and would then become an unassigned regular and not be eligible to re-bid the next posting of that assignment.

E) It is still incumbent upon the employee to follow procedures in the appropriate craft articles to request notices to be sent to a specific location when absent. All other provisions relevant to the bidding process will also apply.

F) If the bid is to an assignment that has other duties or requirements more physically restrictive or demanding than the employee's current assignment which, at the time of bidding, the employee cannot perform as a result of temporary physical restrictions, the employee's bid will not be accepted.

G) If the employee is designated the senior bidder for an assignment which requires a deferment period, the employee must be physically capable of entering the deferment period at the time of the bid and completing it within the time limits set forth in the applicable provisions of the National Agreement. Further, if the employee qualifies during the deferment period the employee must be capable of immediately assuming the duties of the assignment in accordance with all the provisions set forth in this Memorandum of Understanding. In accordance with this provision, if the assignment requires the demonstration of a skill(s), the employee must be able to demonstrate the skill(s) on the closing date of the posting.


Mr. William Burrus

3


II. Higher Level Pay

Employees who bid to a higher level assignment pursuant to the procedures described in the preamble and Part I, Bidding, above, will not receive higher level pay until they are physically able to, and actually perform work in the bid-for higher level position.

Sincerely,



George S. McDougald
General Manager
Grievance and Arbitration
Division
Labor Relations Department
United States Postal Service



William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO

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DATE