



Suitable limited-duty job offers

The nature and severity of the employee's injury or condition and the medical evidence presented by the employee's treating physician will determine when and how an employee will return to work in a suitable limited-duty job. Management must make every effort toward assigning the employee to limited-duty work that will allow the employee to work within his/her physical limitations.¹

Elements of the job offer—A suitable limited-duty job offer must include a description of the duties of the position, the physical requirements of those duties, the pay rate information, and the organizational and geographical location of the job. The job offer must also include the date on which the job will first be available, and the date by which the employee is either to return to work or notify the employer of the employee's decision to accept or refuse the job offer. The job offer must be in writing and management must send a complete copy of any job offer to OWCP when it is sent to the employee.²

Duty to return to work—If a carrier cannot return to the job held at the time of injury due to partial disability from the work-related injury, but has recovered enough to perform some type of work, the carrier must accept suitable work. This work may be with the Postal Service or with another employer through job placement efforts made by or on behalf of the OWCP.³

Suitability determination—OWCP will only rule on the suitability of a job offer once it has been made to a claimant in writing. OWCP's suitability determination of a job offer will consider the claimant's medical restrictions and the geographic location of the job offer.

OWCP's suitability determination of a limited-duty job offer only affects a claimant's future wage-loss compensation. If OWCP determines that a job offer is *not* suitable, compensation benefits will continue for the claimant. If OWCP finds the offered position is suitable, the carrier runs the risk of losing their benefits if he/she refuses to accept the job offer. The Federal Employees' Compensation Act provides for certain penalties against workers who refuse offers of suitable work or who abandon suitable work without good cause. A claimant who unreasonably refuses an offer of suitable employment is not

entitled to any further compensation benefits but may receive medical expenses related to treatment of the accepted condition.⁴

Before OWCP terminates an injured worker's compensation, it must provide the employee notice that it is proposing to terminate the benefits and must then give the worker an opportunity to respond within 30 days.

Suitable does not equal contractual—A carrier could be offered a limited-duty assignment that meets OWCP's suitability requirements, but fails to meet the contractual requirements of the National Agreement and the *ELM*. *ELM* 546.14 specifies the steps that must be taken by management in seeking limited-duty work for injured carriers. Those provisions also require management to minimize any adverse or disruptive impact on the employee.

Unless medically prohibited by their treating physician, carriers should accept and work the limited-duty job offer, even if it is under protest. The national parties have agreed to a memorandum that allows a partially recovered employee to accept a limited-duty job offer "under protest" and still pursue a grievance concerning the assignment.⁵ Again, carriers who refuse to work such disputed assignments risk termination of compensation benefits for refusing a job offer that OWCP deems suitable.⁶

Retirees may also be given a job offer—Limited-duty job offers are not exclusive to current employees. Retirees who are still drawing wage-loss compensation may also receive a limited-duty job offer from the Postal Service. They should be advised that they should *not* ignore such job offers because it could result in the termination of their OWCP compensation benefits.

The NALC is carefully monitoring and addressing management's attempts to revise the way it makes limited-duty job offers to injured carriers. Each limited-duty job offer, or lack thereof, however, is fact-based and must be grieved on an individual basis. ☒

1. *ELM* 546.142.
2. 20 CFR 10.507 (d); *FECA Procedure Manual* 2-0814.
3. 20 CFR 10.515.b
4. 5 USC 8106.
5. M-01120
6. *JCAM*, page 13-11