

Job Offers

By Jeff Langdon, OWCP officer, Branch 231

This article will deal with job offers. Job offers, with respect to carriers who are injured on the job, are governed by federal regulations, which means management must abide by the FECA, which is the Federal Employee's Compensation Act.

The FECA states that a temporary job is unsuitable, not to exceed 30 days, unless you are a temporary employee previously. Many times management of the Postal Service issues job offers that has a beginning and ending date for 30 days. The FECA states that as a regular employee, a job offer should be at least 90 days. In addition, the job offer is suitable if it is at least 4 hours, meaning the Postal Service cannot give you a job offer for 2 or 3 hours a day. Also, the FECA states the job offer must be in writing, although management can initially give you a job offer verbally, but it must be in writing within 48 hours.

The job offer must include the following information:

SPECIFIC JOB DUTIES AND REQUIREMENTS OF THE POSITION-- This means every duty must be clear and concise Function 4. Other duties as assigned, other duties as deemed necessary by management with your medical restrictions, and similar crap is not a specific job duty.

LOCATION OF THE JOB-- Obviously this means where you will be working. Is it Clinter Station or Woodward? It must be the physical location such as the address. This is an important item on the job offer. Otherwise, management could move you all over the city.

DATE ON WHICH THE JOB WILL COMMENCE-- Again this is an important item. Obviously you want to know when management wants you to start this job.

DATE ON WHICH THE RESPONSE IS NEEDED--This is an item where some in management attempt to use intimidation techniques such as you have to make a decision now. They may say, "I need to know what you are going to do before you leave for the day." You have the right to tell management that you want to take this job offer to your treating physician. And once that is done they will be given your response to the offer. There shouldn't be any time frame for accepting the job offer from the Postal Service other than letters you may receive from OWCP.

PAY RATE INFORMATION DOLLAR AMOUNT--Again, management forgets this item most of the time, but it should be included on the job offer. Also, as stated in Article 21, Management must provide restricted limited duty job descriptions in writing, which is also stated in CFR 10. In addition, as stated in M-01120 memo of understanding, Jan. 29, 1993, by accepting a limited duty assignment, the employee does not waive the opportunity to contest the propriety of the assignment.

On another matter, recently a few employees have been sent home because management has told the injured carrier, "There is no work available within your limitations". Your responsibility is to immediately fill out a CA-2A, and a CA-7 and a CA-7A for lost work. I might suggest that you also notify your claims examiner of the fact that management sent you home because they stated there was no work available for you within your limitations. Also, let the examiner know who in management told you this. Attempt to get something in writing from management stating that they instructed you to go home because they stated that there was no more work available for you within your limitations.

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