

Article 21 – Limited Duty

- A. An occupationally injured employee is required to accept a limited duty position within the Company provided they are qualified and the duties of the position do not exceed the restrictions provided by the employee’s physician. The Company may assign a limited duty employee any work for which they are qualified. An employee assigned to a lower rated classification will be paid the applicable rate for their own classification. An employee assigned to a higher rated classification will be paid the applicable rate for the higher rated classification. “Qualified” as used in this Article shall have the same definition as set forth in Article 5.S.
- B. Limited duty positions are offered to the extent that meaningful work is available, as follows:
1. Limited duty positions are filled by employees who are restricted in performing their job duties as a result of OJI, and may be offered to employees on a voluntary basis who are restricted in performing their job duties as a result of pregnancy or a “disability” as defined under the Americans with Disabilities Act (ADA) as amended.
 2. Limited duty positions are offered, when available, typically for up to a maximum of sixty (60) work days per injury or disability.
 3. The assigned limited duty position will not exceed the restrictions as provided by the employee's physician.
 4. Employees working limited duty positions are eligible for shift trades to work or overtime only if they are qualified for the duties of the position. Employees working limited duty positions may shift trade off in accordance with this Agreement. The employee who shift trades to work in these circumstances may be reassigned to a full duty position.
 5. Shifts and days off may be assigned to employees working limited duty positions and may be changed with a minimum of seven (7) days’ notice.
- C. Medical appointments associated with the injury, pregnancy or disability while on limited duty should be scheduled around work hours. If employees are unable to do so, they will elect, at their sole discretion, to use sick leave for the time required to be away from work or take unpaid time or to reschedule lost time at a date and time mutually agreed to between the employee and their manager. The lost time must be worked within fourteen (14) calendar days of the absence and will be paid at straight time rates.
- D. All requests for limited duty resulting from a disability should be submitted on the appropriate Company form for review by the Company.
- E. Where there are insufficient limited duty positions available, open limited duty positions will be awarded in seniority order to the employees who can perform the duties of the limited duty position.
- F. An employee required to leave work to receive immediate medical attention as a result of an OJI will be paid for all remaining regularly scheduled hours not worked that day.