

AMERICAN POSTAL WORKERS UNION

AFL-CIO

William Burrus, President

BASIC SHOP STEWARD TRAINING



**A Production of the
Research and Education Department
Joyce B. Robinson, Director**

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INTRODUCTION

The American Postal Workers Union wishes to commend you for accepting the challenge of becoming an APWU shop steward. The steward is the backbone of the Union. You more than any other officer have the responsibility of interacting with the membership on a daily basis. It's through you that the lines of communications flow. You listen to complaints, accept criticism, solve problems and enforce the Collective Bargaining Agreement. However, you get very little praise when a job is well done.

The steward has a special relationship to the rank and file member. Many members do not attend union meetings and are not familiar with their local, state, or national union officers. The steward is the one person in the Union structure with whom the member is in contact with on a daily basis. Usually, if the member has a high opinion of the steward, and feels that the steward represents the interests of the workers, he or she will feel the same way about the union.

Therefore, a steward has the responsibilities of:

- Enforcing the Collective Bargaining Agreement and Local Memorandum of Understanding.
- Motivating the membership.
- Keeping the members informed of APWU meeting, activities and programs.
- Organizing nonmembers.
- Referring members to the correct agencies for assistance.
- Encouraging political involvement.

It takes a special type of person to be a good shop steward and with a little patience and a lot of practice you can become one of the best APWU shop stewards. We welcome you aboard and remember that your local, state, and national officers are there to offer assistance and support.

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PART I

**DOCUMENTING
AND PRESENTING
GRIEVANCES**

CERTIFICATION OF SHOP STEWARDS

APWU shop stewards are either appointed or elected under an article of a local's constitution and bylaws and it is the APWU's prerogative, not postal management, to decide which shop stewards are certified. Even so, sometimes management attempts to interfere in the selection of stewards. Whenever this occurs, they must be challenged immediately. The following language in italic appears in the Collective Bargaining Agreement.

ARTICLE 17 **REPRESENTATION**

Section 1. Stewards

Stewards may be designated for the purpose of investigating, presenting and adjusting grievances.

Section 2. Appointment of Stewards

- A.** *The Union will certify to the Employer in writing a steward or stewards and alternates in accordance with the following general guidelines. Where more than one steward is appointed, one shall be designated chief steward. The selection and appointment of stewards or chief stewards is the sole and exclusive function of the Union. Stewards will be certified to represent employees in specific work location(s) on their tour; provided no more than one steward may be certified to represent employees in a particular work location(s). The number of stewards certified shall not exceed, but may be less than, the number provided by the formula hereinafter set forth.*

Employees in the same craft per tour or station:

<i>Up to 49</i>	<i>1 steward</i>
<i>50 to 99</i>	<i>2 stewards</i>
<i>100 to 199</i>	<i>3 stewards</i>
<i>200 to 499</i>	<i>5 stewards</i>
<i>500 or more</i>	<i>5 stewards</i>
<i>plus additional stewards for each 100 employees</i>	

- B.** *At an installation, the Union may designate in writing to the Employer one Union officer actively employed at that installation to act as a steward to investigate, present and adjust a specific grievance or to investigate a specific problem to determine whether to file a grievance. The activities of such Union officer shall be in lieu of a steward designated under the formula in Section 2.A and shall be in accordance with Section 3. Payment, when applicable, shall be in accordance with Section 4.*
- C.** *To provide steward service to installations with twenty or less craft employees where the Union has not certified a steward, a Union representative certified to the Employer in writing and compensated by the Union may perform the duties of a steward.*
- D.** *At the option of the Union, representatives not on the Employer's payroll shall be entitled to perform the functions of a steward or chief steward, provided such representatives are certified in writing to the Employer at the Area level and providing such representatives act in lieu of stewards designated under the provisions of 2.A or 2.B above.*
- E.** *A steward may be designated to represent more than one craft, or to act as a steward in a craft other than his/her own, whenever the Union so agrees, and notifies the Employer in writing. Any steward designations across craft lines must be in accordance with the formula set forth in Section 2.A above.*

(The preceding Section, Article 17.2, shall apply to Transitional Employees.)

The local president must provide a list of all shop stewards and alternates to the Installation Head in accordance with Article 17 above.

- All local officers who serve as shop stewards **“must”** be certified and included on the list. **This includes the local president.**
- A list of shop stewards should be posted on all union bulletin boards.
- Shop stewards should wear badges for identification purposes. Badges are available free of charge by writing: Joyce B. Robinson, Director Research and Education Department, APWU, AFL-CIO 1300 L Street, NW, Washington, D.C. 20005.

DUTIES OF SHOP STEWARDS

It is a mutual benefit for the Postal Service and APWU to have shop stewards available, during working hours, to discuss problems and potential grievances with members of the bargaining unit. Such discussions are essential for resolving potential disputes in an amicable manner and to avoid escalating into a grievance. The steward's primary duty is to understand and enforce the contract. He or she must have the knowledge, ability and determination to file grievances, in a timely manner, for every contract violation. Other duties of the steward are as follows:

- **CONFIDANT**

The steward should always handle grievances in a professional manner and assure that information obtained during a grievance investigating is held in the strictest of confidence.

- **LEADER**

As a leader, it is most important that shop stewards serve as role models and develop credibility among the membership to encourage participation in APWU programs.

- **ORGANIZER**

Organizing is critical to the APWU. The steward should assist with membership drives and be familiar with internal and external organizing policies.

- **EDUCATOR**

Keeping abreast of the changes in the various handbooks and manuals, will assist the shop steward in informing members of their rights under the terms of the contract.

- **COMMUNICATOR**

Advising the membership of available resources is a primary job of the shop steward. In addition, the steward should notify the membership of upcoming union meetings, events, educational conferences and seminars.

- **POLITICAL ACTIVIST**

The shop steward should work closely with the APWU's Legislative Department, Auxiliary and Central Labor Councils and notify members of pending legislation which will affect postal jobs and benefits.

VIOLATING THE DUTY OF FAIR REPRESENTATION

The union is vested with the responsibility to represent all employees, both members and nonmembers to the best of its ability. The **Duty of Fair Representation** dictates that no union official may represent an employee in a **capricious, perfunctory, arbitrary or bad faith** manner.

ARBITRARY

The shop steward doesn't have an explanation why he or she failed to appeal the grievance.

Example: When asked why the grievance was not appealed, the shop steward may state that he or she does not recall.

CAPRICIOUS

The shop steward has a reason why he or she did not appeal the grievance, but the reason is not logical.

Example: If the shop steward refused to appeal all cases ending in the number five because five is his or her unlucky number.

PERFUNCTORY

The shop steward does not conduct a proper investigation before closing the case and puts forth little or no effort to determine the facts.

Example: The grievant gives the shop steward a list of witnesses to interview. The steward has a heavy case load and does not follow up with the interviews.

BAD FAITH

The shop steward allows personal feelings, union politics or bias to interfere with the representation of the employee.

Example: If a national arbitration advocate withdraws a removal case prior to going to arbitration, and it was later discovered that the grievant had dated the advocate's spouse or significant other.

Rights of the Employee

Although the courts do not define the standards reflecting the union's duty of fair representation, they do reject extremes and mark boundaries providing some guidelines to the limits of the duty. The employee has certain legitimate rights by which the union must abide such as:

- The right to clear and unquestionable terms of the collective bargaining agreement. The union cannot refuse to follow or enforce the rules and standards that it has established on behalf of bargaining unit employees.
- The right to have his or her grievance decided on its own merits. The union violates the duty of fair representation when it trades a meritorious grievance, to secure a benefit for another individual or group of individuals.

Rights of the Union

The duty of fair representation does not prohibit the union official from making sound, stable decisions to withdraw a grievance. Therefore:

- The union has no duty to process frivolous grievances, and it must be free to settle a grievance in accordance with any reasonable interpretation. However, in settling such disputes, similar complaints should be treated consistently.
- The steward can make good faith judgments in determining the merits of a grievance, but the steward must use reasonable care and diligence in investigating, processing and presenting grievances on the employee's behalf.

SPECIAL NOTE: Settlement of grievances for improper motives such as personal hostility, political opposition, or racial prejudices constitutes bad faith regardless of the merit of the case. The union, thereby violate its duty to represent fairly, by refusing to process grievances for these reasons even though the employer may not have violated the agreement.

SHOP STEWARD'S RIGHTS

It is imperative that stewards know their rights under **Article 17 of the Collective Bargaining Agreement**.

Stewards Have the Following Rights:

- To leave their work area with approval from their supervisor.
- To enter different sections or work locations with approval from the supervisor in that section.
- To receive any information in relations to the grievance.
- To interview the grievant, witnesses, other workers and supervisors during work hours and to determine whether or not a grievance exists.

The Stewards Should:

- Make sure they have a signed PS Form 7020 or clock out on the appropriate clock ring for union representation.
- Be the established leader of his or her section or tour.
- Provide a steady flow of information to the membership.
- Police the contract and uphold local union policies.
- Always follow up on questions and inquiries.
- Make every effort to resolve a grievance at the first step.
- Keep the grievant informed throughout the grievance progress.
- Be fully prepared prior to presenting the case at Step 1.
- Challenge a supervisor who attempts to undermine his or her authority.
- Tell the member if he or she does not have a grievance.

Things Stewards Should Never Do:

- Allow management to set time limits, dictate the time to investigate, interview or write a grievance.
- Speak against the union in front of management officials.
- Take management's side in a dispute between the worker and the supervisor.
- Attempt to be a mediator. Remember the steward is there to represent the employee not the USPS.
- Make decisions which can be construed as setting union policy.
- Hold back information relative to the processing of the grievance.

Stewards Should Have a Working Knowledge of:

- Collective Bargaining Agreement (contract).
- Local Memorandum of Understanding (Local Memo).
- Handbooks and manuals.

The Steward Should Utilize:

- Notes from Labor Management and Safety and Health Meetings.
- Arbitration Awards.
- Local Precedents and Past Practices.
- Step 4 Decisions.

PS FORM 7020

NAME OF EMPLOYEE OR NO. OF EMPLOYEES		DATE	
SOCIAL SECURITY NUMBER		SUPERVISOR'S INITIALS	TIME
LEAVE UNIT			
ARRIVE			
LEAVE			
RETURN TO UNIT			
<input type="checkbox"/> STEWARD'S DUTY TIME <input type="checkbox"/> MEETING TIME <input type="checkbox"/> OTHER TIME			
REASON FOR ABSENCE			
SEE REVERSE SIDE FOR INSTRUCTIONS			

PS Form 7020
Jan. 1978

AUTHORIZED ABSENCE FROM WORKROOM FLOOR

Special Note: The steward should either have a signed copy of a form PS 7020 or clock out on the appropriate operation for union representation.

STEWARD'S SPECIAL IMMUNITY

A steward's responsibility is to uphold the rights of bargaining unit employees under the Collective Bargaining Agreement. To accomplish this goal, the law allows the steward to assume the status of an equal when dealing with management. Sections 7 and 8 (a) (1) of the National Labor Relations Act provides a safeguard against employer retaliation for statements made during the course of grievance meetings. Therefore, the shop steward is protected by immunity from discipline based on his or her conduct while acting as a steward.

- ☐ The National Relations Board (NLRB) applies the “**Special Immunity Rule**” so that stewards are not prevented from carrying-out their duties to represent bargaining unit employees.
- ☐ Steward's “**Special Immunity**” takes effect when it is necessary for a steward to investigate or adjust a grievance or to investigate a specific problem to determine whether to file a grievance.
- ☐ A steward is generally protected against discipline when they raise their voice, use profanity or other berating language when in the status of a steward. **However, they cannot be disruptive on the workroom floor or use violence, physical or verbal threats against a supervisor.**
- ☐ The safest course of action for the steward to follow in potential insubordinate situations is to leave the grievance meeting. He or she should put the supervisor on notice that they are interfering with the grievance investigation and return to work. Next, he or she should file a grievance or unfair labor charge.
- ☐ In order to be in a protected status while discussing or investigating a grievance, the steward should either utilize a PS Form 7020 or be on a union operation utilizing the time clock.
- ☐ When the steward leaves his or her section or enter another section within the installation to investigate grievances or a specific problem, authorization should be obtained from both supervisors.

WHEN DOES IMMUNITY TAKE EFFECT?

Immunity takes effect when it is necessary for a steward to investigate a grievance or specific problem to determine whether to file a grievance.

Specific Situations

☐ The Steward's Tone of Voice or Abusive Language.

- Probably, the most frequent sort of conduct by a steward that attracts the wrath of management is what might be perceived as the steward's use of abusive language during a discussion with management pertaining to a grievance.
- **Example:** The steward and supervisor are in a heated argument over disciplining an employee for using sick leave. If the steward raised their voice or even used profanity to make a point, they would be protected. However, if during the discussion, the steward started arguing about a matter unrelated to a grievance, they probably would not be protected against discipline.

☐ When Counseling Employees to Refuse to Answer Questions.

- In addressing this issue, the National Labor Relations Board ruled that an employer may lawfully discipline a shop steward for advising employees who witness an event, which could give rise to disciplinary action against other employees, not to answer the employer's questions about what happened.
- It is advisable to refrain from conduct which could be perceived as suggesting that employees refuse to obey the orders of a supervisor concerning work related duties.

☐ A Direct Order to Cease Grievance Investigations.

- Arbitrators have held that a supervisor does possess the authority to terminate a conversation or interview through a direct order to a steward so long as the order is conveyed in a clear and responsible manner and does not constitute a mere emotional outburst in anger.

- However, even when the order is given in the correct form, a shop steward clearly has the right to question the order and argue its propriety, so long as the argument is not carried to the extreme.
- A steward has the right to aggressively process a grievance in good faith, and does not have to back down and show subservience at the whim of a supervisor

☐ **Disruption of the Workplace.**

- A charge by management that a steward is disrupting the workplace may be sustained as the basis for discipline. The outcome of such a charge depends on the circumstance and who instigated the situation.
- The consensus appears to be that a steward's limited immunity does not protect him or her where the disruption is shown to have been caused by the steward's conduct and other mitigating factors are not present.

Safeguarding Immunity

There are several ways in which the steward can insure that his or her conduct or speech is protected. The steward should:

- ☐ Utilize a PS Form 7020 or be on a union operation utilizing the time clock when discussing or investigating a grievance.
- ☐ Request permission from his or her immediate supervisor when it is necessary to leave the work area to investigate grievances.
- ☐ Keep a cool head. Do not become outraged or indignant.
- ☐ Never represent himself or herself.
- ☐ **Try to avoid confrontations on the workroom floor; request a private meeting with the supervisor to discuss issues, grievances and concerns.**

SPECIAL NOTE: The steward should remember that his or her responsibility is to uphold the rights of the bargaining unit members. To accomplish this goal, the law allows the steward to assume the status of an equal when dealing with management. Likewise the law protects the steward against transgressions by a supervisor who refuses to recognize him or her as an equal.

TOOLS OF THE SHOP STEWARD

The following tools will assist the steward with the performance of his or her duties.

- * The Collective Bargaining Agreement (contract).
- * Joint Contract Interpretation Manual (J-CIM).
- * Regional Joint Contract Application Manual (J-CAM).
- * The Local Memorandum of Understanding (Local Memo).
- * Seniority List(s).
- * 1187s (Authorization for Dues Deduction to Join the Union).
- * Step One, Two and Three Grievance Forms.
- * Direct Appeal to Arbitration Forms.
- * Request for Information Form.
- * Overtime Desired List(s).
- * Holiday Schedules.
- * Job Postings.
- * Article 37 Questions and Answers.
- * The Local and National Constitutions.
- * Tablets, writing pads and pens for taking statements and notes.
- * The following Collective Bargaining Reports (CBR):
 - Memorandums of Understanding.
 - Family and Medical Leave Act.
 - Articles 15 & 16 Contract Interpretation of New Provisions.
 - Article 8 Understanding the Overtime Issues.

HANDBOOKS AND MANUALS

In addition to the tools listed on the previous page, shop stewards should have copies of or access to the following handbooks and manuals.

ASM	Administrative Support Manual
ELM	Employee and Labor Relations Manual
POM	Postal Operations Manual
AS-504	Space Requirements
AS-551	Clean Air Act Compliance Guide
EL-304	Maintenance Selection System
EL-307	Reasonable Accommodation
EL-502	Civil Service Retirement Guide
EL-505	Injury Compensation
EL-801	Supervisor's Safety Handbook
EL-803	Maintenance Employee's Guide to Safety
EL-814	Employee's Guide to Safety
EL-921	Supervisor's Guide to Handling Grievances
F-1	Post Office Accounting Procedures
F-12	Relocation Policy
F-15	Travel and Relocation
F-21	Time and Attendance
F-22	Postal Service Data System Time and Attendance
F-401	Supervisor's Guide to Scheduling and Premium Pay

MS-63 Maintenance Operations Support

MS-45 Field Maintenance Program

MS-110 Associate Office Postmaster's Facilities Maintenance Guidelines

PO-701 Fleet Management

Publication 223 Directives and Forms Catalog

Publication 32 Glossary of Postal Terms

RMD Resource Management Database User's Guide

Article 37 Questions & Answers APWU Handbook

Due Process and Just Cause APWU Handbook

Family and Medical Leave Act APWU Handbook

Interrogation by the Postal Inspection Service APWU Handbook

Time & Attendance Control System APWU Handbook

Special Note: Many of the handbooks and manuals listed above are available on the Research & Education Department's Basic Shop Steward Training CD. Contact the Department at (202) 242-4225 for a copy.

WHAT IS A GRIEVANCE?

Article 15, Section 1 of the Collective Bargaining Agreement defines a grievance as follows:

“A grievance is defined as a dispute, difference, disagreement or complaint between the parties related to wages, hours, and conditions of employment. A grievance shall include, but is not limited to, the complaint of an employee or of the Union which involves the interpretation, application of, or compliance with the provisions of this Agreement or any local Memorandum of Understanding not in conflict with this Agreement.”



CLASS ACTION GRIEVANCES

Under the language of the Collective Bargaining Agreement management can designate an *appropriate employer representative* to discuss a *class action* grievance at step 1. **Article 15 Section 2 Step 1(a)** states:

“ Any employee who feels aggrieved must discuss the grievance with the employee's immediate supervisor within fourteen (14) days of the date on which the employee or the Union first learned or may reasonably have been expected to have learned of its cause. The employee, if he or she so desires, may be accompanied and represented by the employee's steward or a Union representative. The Union also may initiate a grievance at Step 1 within 14 days of the date the Union first became aware of (or reasonably should have become aware of) the facts giving rise to the grievance. In such case the participation of an individual grievant is not required. A Step 1 Union grievance may involve a complaint affecting more than one employee in the office. When the Union files a class action grievance, Management will designate the appropriate employer representative responsible for handling such complaint.”

Tips for the Steward:

- Develop a procedure, at labor management meetings, to handle Class Action Grievances. The union should insist that management identify, in writing, those representatives designated to handle those grievances.
- If they refuse to identify the appropriate representatives, the steward should not miss the time limits and request a Step 1 meeting with the immediate supervisor.
- He or she should notify the local president. The local president should seek advice from the National Business Agent or Regional Coordinator.
- A class action grievance involves more than one employee and must be initiated by the union. The steward should list the names of the affected employees. If the remedy is not equal or differs from employee to employee, clearly identify the remedy each employee is entitled to.

SPECIAL NOTE: Avoid this remedy “pay the appropriate employees, at the appropriate rate, for the appropriate amount of hours due.” Remember to list the affected employees and identify their entitlements individually.

PROPER DOCUMENTATION OF GRIEVANCES

In order for the Union to prevail in arbitration, it is important to include the proper documentation in the grievance file. Listed below are various contract violations and the documentation which must be included when filing those types of grievances.

ABSENT WITHOUT APPROVED LEAVE (AWOL)

The Postal Service's leave policy must be administered on an equitable basis, considering both the needs of the Employer and the welfare of the individual employee. The supervisor may not arbitrarily or capriciously disapprove leave, nor may he or she charge every unscheduled request for annual leave or sick leave as AWOL. For example, if the supervisor is satisfied that a request for annual leave is legitimate, but the employee has insufficient annual leave, the request should be approved but recorded as Leave Without Pay(LWOP).

DOCUMENTATION NEEDED

- PS Form 3971 denying the leave and PS Form 3972.
- Evidence or documentation verifying the nature of the requested leave (a medical problem, an emergency such as repair to an automobile, e.g.).
- Grievant's call-in records, if available.
- Steward's notes from the interview with the supervisor.
- Grievant's statement.
- Witness statement(s), if available.
- Steward's statement of the facts and contentions of the case.

Special Note: When interviewing the supervisor, find out why the evidence presented by grievant, was unacceptable. If the supervisor alleges that the grievant didn't call and the grievant insists that he or she did, ask the grievant who took the call, the tour of duty and the time the call was made. If documentation was requested by the supervisor, determine why the grievant failed to submit it. Check for discrepancies in management's case, such as improper notations on PS Form 3972. If discipline was issued file two separate grievances; one on the AWOL Charge and one on the discipline.

“ACTS OF GOD” ADMINISTRATIVE LEAVE

See Employee Labor Relations Manual (ELM) 519.21: Acts of God.

DOCUMENTATION NEEDED

- Local Memorandum of Understanding (LMOU) provisions on curtailment.
- Newspaper, television, radio ,videotapes or tape recordings of the disaster.
- State, local, or federal declarations of emergency.
- Witness statements from each employee outlining the method of transportation usually used, routes taken, efforts made, and problems encountered.
- Notice of any cancellations of USPS services to customers (letter carriers, rural carriers , MVS or contract routes, etc).
- Mail arrival and departure records.
- Public transportation records. Were, airports, city buses, taxi cabs, etc. operating?
- The steward’s notes taken from the interview with the supervisor.
- The steward’s notes taken from the interview with all witnesses.
- Highway Patrol or local authority road condition reports.
- List of employees by tour, identifying those who made it to work and those who didn’t.

Special Note: Postmasters and other installation heads have authority to approve administrative leave for up to 1 day. District managers and Postal Career Executive Service (PCES) plant managers may authorize administrative leave not to exceed 3 days. District managers and senior or lead plant managers may approve administrative leave for periods up to and in excess of 3 days.

ADVANCED SICK LEAVE

See **Employee Labor Relations Manual (ELM) 513.5, Advanced Sick Leave.**

DOCUMENTATION NEEDED

- A copy of the letter requesting advanced sick leave.
- Grievant's medical documentation.
- Management's letter denying the request.
- Grievant's statement.
- The steward's notes taken from the interview with the supervisor.
- The steward's notes taken from the interview with all witnesses.
- Grievant's PS Forms 3972.
- Record of grievant's previous discipline for attendance.
- Copy of the Restricted Sick Leave List.
- Medical documentation for any previous serious illness which used up significant amounts of the grievant's sick leave.
- PS Forms 3971 showing the grievant's sick leave usage.
- All advanced sick leave requests and action taken (regardless of craft) for previous year.

Special Note: The fact that an employee has exhausted their sick leave is not a basis for denying advanced sick leave. If the employee can reasonably be expected to return to work and repay the advance, and supports the request with appropriate medical documentation of a serious medical condition, the installation head may not arbitrarily deny the request.

CASUALS USED IN LIEU OF PART-TIME FLEXIBLES

See Collective Bargaining Agreement, Article 7. Section 1.B.2. Supplemental Work Force.

DOCUMENTATION NEEDED

- PTFs' clock rings or time cards.
- Casuals' clock rings or time cards.
- PS Form 50 for casuals.
- Training records showing qualification.
- Work schedules of the PTF's and casuals.
- 3971's of PTFs' requesting to be excused.
- Witness statements.
- The steward's notes taken from the interview with the supervisor.
- The steward's notes taken from the interview with all witnesses.
- PTF's Seniority List.
- Training records or other documentation demonstrating that PTF's were qualified to perform the work.

Special Note: Article 7, Section 1.B. 2 , obligates the Employer to “make every effort to insure that qualified and available part-time flexible employees are utilized at the straight-time rate prior to assigning such work to casuals.”

CONTINUOUS USE OF CASUALS

See Collective Bargaining Agreement, Article 7. Section 1.B.1. Supplemental Work Force.

DOCUMENTATION NEEDED

- Casuals' clock rings or time cards.
- Witness statements.
- Work schedules of casuals and PTF's.
- The PS Form 50 for each casual.
- The steward's notes taken from the interview with the supervisor.
- The steward's notes taken from the interview with all witnesses.
- Overtime report.
- Paper work on the hours worked by casuals for the last six months.

Special Note: Casuals were intended to be short term employees, hired to fill specific needs, such as a temporary heavy workload or leave period, for a specific, intermittent or limited time period or any other situations where the need for supplemental help occurs. They may not be employed in lieu of full or part-time employees.

CONSECUTIVE OFF DAYS

See Collective Bargaining Agreement, Article 8. Section 2. C. Work Schedules.

DOCUMENTATION NEEDED

- Copy of original duty assignment posting.
- New duty assignment posting.
- Notice to the employee or union of the intent to abolish and repost the duty assignment.
- Daily overtime records.
- Daily Mail Volume Reports and Delayed Mail Reports, if any.
- Position description of duty assignment which was affected.
- Provisions in Local Memorandum of Understanding (LMOU).
- Documentation of other duty assignments in the section or office with consecutive and split off days.
- Work schedules of casuals and PTF's.
- The steward's notes taken from the interview with the supervisor.
- The steward's notes taken from the interview with all witnesses.

Special Note: The employee's normal work week is five (5) service days, each consisting of eight (8) hours, within ten (10) consecutive hours. As far as practicable the five days shall be consecutive days within the service week.

CROSSING CRAFTS OR OCCUPATIONAL GROUPS

See Collective Bargaining Agreement, Article 7. Section 2. B. Employment and Work Assignments.

DOCUMENTATION NEEDED

- Position description(s) of employees assigned across crafts, occupational groups or levels.
- Position description(s) of employees normally performing this work.
- Clock rings of employees assigned across crafts, occupational groups or levels.
- Mail Volume Reports.
- Witness statements verifying that work was available in employee's own craft or occupational group.
- The steward's notes taken from the interview with the supervisor.
- The steward's notes taken from the interview with all witnesses.
- Medical restrictions of employee being assigned across craft lines.

Special Note: Article 7. Section 2. B. Employment and Work Assignments. states, "In the event of insufficient work on any particular day or days in a full-time or part-time employee's own scheduled assignment, management may assign the employee to any available work in the same wage level for which the employee is qualified, consistent with the employee's knowledge and experience, in order to maintain the number of work hours of the employee's basic work schedule."

"During exceptionally heavy workload periods for one occupational group, employees in an occupational group experiencing a light workload period may be assigned to work in the same wage level, commensurate with their capabilities, to the heavy workload area for such time as management determines necessary."

DENIED ANNUAL LEAVE

Most LMOU's have provisions on vacation scheduling guaranteeing employees certain rights to approved annual leave for their scheduled vacations. Some LMOU's even provide for guaranteed incidental leave up to certain fixed percentages during the year. All requests for incidental annual leave other than those guaranteed under the Agreement must be approved or disapproved by the supervisor. Where no specific procedures are spelled out in the LMOU, the supervisor's decision may not be discriminatory and must be equitable, and considered on a case-by-case basis.

DOCUMENTATION NEEDED

- PS Forms 3971 and 3972.
- Local Memorandum of Understanding.
- Vacation calendar or leave book.
- Seniority list.
- Names of employees granted annual leave with less seniority than the grievant.
- Time cards and clock rings of employees working on that date.
- Work schedule for the day in question.
- Notes from the interview with the supervisor.
- Grievant's statement and a copy of his/her annual leave balance.
- Steward's statement of the facts and contentions of the case.

SPECIAL NOTE: Check the leave book to determine if the maximum numbers of employees, guaranteed by the LMOU, have been granted leave during the Choice Vacation Period. If the leave request was denied during the Non-Choice Vacation Period, determine if the LMOU provides for incidental leave.

DENIAL FAMILY & MEDICAL LEAVE

When properly documented, qualified employees are entitled to up to twelve weeks of approved leave under the Family and Medical Leave Act (FMLA), during each leave year. These absences must be for the employee's own incapacitation, or the incapacitation of the employee's spouse, child, or parent, due to a serious medical condition, or as the result of the birth or adoption of a new son or daughter.

DOCUMENTATION NEEDED

- PS Forms 3971 and 3972.
- APWU, FMLA Form 1, Employee Certification of Own Serious Illness.
- APWU, FMLA Form 2, Certification By Employee's Health Care Provider for Employee's Serious Illness.
- APWU, FMLA Form 3, Health Care Provider Certification of Employee's Family Member Illness.
- APWU, FMLA Form 4, Notice of Need for Intermittent Leave or For A Reduced Work Schedule.
- APWU, FMLA Form 5, Desired or Needed Absences For Birth or Placement of Son or Daughter.
- Medical documentation and grievant's statement, if applicable.
- Work records to show that grievant worked 1250 hours.
- Notes from the interview with the supervisor.
- Steward's statement of the facts and contentions of the case.

Special Note: When properly documented and requested, such leave requests must be approved and may not be the subject of discipline or other adverse action. The employee does not have to specifically request FMLA leave to invoke the protection of the Act.

DENIED INFORMATION REQUEST

See Collective Bargaining Agreement, Article 31. Section 3. Information.

DOCUMENTATION NEEDED

- Request for Information form.
- Management's denial of information request.
- All follow-up correspondence or further requests.
- The original grievance paperwork.
- Any documentation which shows that the requested information is crucial to the case.
- The steward's notes taken from the interview with the supervisor with an explanation as to why the information request was denied.
- Correspondence or documentation showing status of appeal of information denial under NLRB dispute resolution Memorandum of Understanding.
- Steward's statement of the facts and contentions of the case.

Special Note: When a request for information is denied, file an additional grievance citing a violation of Articles 15, 17 and 31. **When a request for information is ignored, follow-up with a certified letter, return receipt requested.** Be specific on the information requested.

DENIAL LIGHT DUTY REQUEST

See Collective Bargaining Agreement, Article 13. Section 4: General Policy Procedures. Also, Local Memorandum of Understanding (LMOU).

DOCUMENTATION NEEDED

- Local Memo.
- Grievant's letter requesting light duty.
- USPS letter denying the light duty.
- Names of employees awarded and denied light duty within the past year.
- Letter from the physician outlining the grievant's restrictions.
- Evidence of work available within grievant's restrictions.
- Work schedules, clock rings and time cards showing casuals doing work within employee's medical restrictions.
- Notes from the interview with the supervisor.
- Grievant's statement, if applicable.
- Witness statement(s), if available.
- Steward's statement of the facts and contentions of the case.

SPECIAL NOTE: The USPS must make every effort to assign employees to light duty assignments consistent with their medical restrictions. If adequate work is available, employees should be assigned to their craft; in the work facility to which the employee is regularly assigned; within the employee's regular hours of duty. Employees may be assigned outside of the work facility only if there is not adequate work available within the employee's limitation.

DENIED SICK LEAVE

See the two Memorandums of Understanding, in the back of the Collective Bargaining Agreement, Appendix B., *Sick Leave for Dependent Care and Leave Sharing*. Also, Employee Labor Relations Manual (ELM) 513.36, Sick Leave Documentation Requirements.

DOCUMENTATION NEEDED

- PS Form 3971 denying leave request.
- Medical documentation.
- Sick leave call-in records, if available.
- Grievant's statement.
- Witness statements.
- The steward's notes taken from the interview with the supervisor.
- The steward's notes taken from the interview with all witnesses.
- Employee's PS Form 3972.
- Restricted sick leave records, if applicable.
- Documentation or evidence of a "blanket policy" to require medical documentation.
- FMLA or dependent care sick leave documentation, if applicable.
- Employee's sick leave balance.

Special Note: Under the Dependent Care Memo, employees are entitled to use up to 80 hours of sick leave each year to care for incapacitated family members (spouse, parent, or child). Such requests for sick leave are subject to the normal documentation requirements for sick leave.

DENIED STEWARD DUTY TIME

See Collective Bargaining Agreement, Article 17. Section 3. Rights of Stewards.

DOCUMENTATION NEEDED

- Written request for steward duty time.
- Management's written denial of the request.
- Documentation as to number and general nature of grievances pending.
- Dates and times request for steward duty time was denied within the past six months.
- Statements from witnesses verifying that management refused to release the steward.
- Mail volume reports for the dates steward duty time was denied.
- Overtime reports for the dates steward duty time was denied.
- If the issue of denying steward duty time was discussed at Labor Management Meetings, include the minutes from those meetings.
- Steward's time cards, clock rings or ETC reports.
- Copies of previous grievances filed on the issue.
- Copies of Unfair Labor Practices filed on the issue.
- Steward's statement of the facts and contentions of the case.

Special Note: When management frequently denies the steward time to process grievances, the steward should submit the request in writing. He/she should include specific documentation as to the general nature and the number of grievances which need to be filed. When management must delay the release of the steward, the supervisor must inform the steward of the reasons for the delay and the anticipated time of release.

DISCIPLINE

See **Collective Bargaining Agreement, Article 16. Discipline Procedure and Handbook EI 921: Supervisor's Guide to Handling Grievances.**

DOCUMENTATION NEEDED

- Discipline letter.
- Any prior discipline cited as past elements.
- Settlement letter, of any past disciplinary action, cited as a past element and the status of all disciplinary action which has not been settled.
- Dates of discussions held, prior to the discipline being issued.
- Inspectors Investigative Memorandum, if applicable.
- Medical documentation, if applicable.
- PS Forms 3971 and 3972.
- Notes from the interview with the supervisor.
- Grievant's statement.
- Witness statement(s), if available.
- Steward's statement of the facts and contentions of the case.

SPECIAL NOTE: If the grievant did not receive a **Pre-Disciplinary Interview (PDI)** and/or a discussion, make a notation in the file. Also, include the name of management's higher level concurrence official.

Preference Eligible Employees, with a minimum of one year of service, who are issued a suspension of more than 14 days or a discharge, must be issued both a Proposed Action Letter and a Letter of Decision. **The grievance must be filed on the Proposed Action Letter.** The shop steward should not wait until the decision letter is issued to file the grievance.

HOLIDAY SCHEDULING

See Collective Bargaining Agreement, Article 11. Section 6. B. Holiday Schedule and Local Memorandum of Understanding(LMOU).

DOCUMENTATION NEEDED

- Copy of LMOU.
- Seniority list(s).
- Posting soliciting volunteers to work the holiday.
- Names of employees, dates, times, tour and number of hours worked.
- Names of the employees who should have worked.
- Clock Ring Reports of employees who worked listing the operation number and the type of work performed.
- Mail Volume Reports of the present holiday and of previous holidays.
- Grievant's job descriptions.
- Work schedules for PTF's and casuals.
- PS Forms 3971 for any employees excused early.
- Grievant's statement.
- Witness statement(s), if available.
- The steward's notes taken from the interview with the supervisor.
- The steward's notes taken from the interview with all witnesses.

Special Note: The steward should assure that all casuals, part-time flexibles and transitional employees are utilized to the maximum extent possible and that all full-time and part-time regular employees, with the needed skills, who wish to work on the holiday have been afforded an opportunity to do so, prior to drafting employees to work on their holiday.

IMPROPER REVERSION OF DUTY ASSIGNMENT

See Collective Bargaining Agreement, Article 37. Section 3.A.2. Reversion.

DOCUMENTATION NEEDED

- Posted notice showing effective date the duty assignment was reverted.
- Letter to the Union advising that the duty assignment will be reverted.
- A copy of the original posting of the duty assignment being reverted.
- Statement from the local president, verifying if he/she was allowed in-put.
- PTF and casual work hours (time cards or clock rings) showing that the work is still being done.
- PTF and casual work schedules.
- Witness statements indicating that the work is still available.
- Overtime records.
- The steward's notes taken from the interview with the supervisor.
- The steward's notes taken from the interview with all witnesses.

Special Note: When a vacant Clerk Craft duty assignment is under consideration for reversion, the local Union President must be given an opportunity for input prior to a decision. The decision to revert or not to revert must be made within 28 days and if the duty assignment is reverted a notice must be posted advising of the action taken and the reasons why it was done.

LETTER OF DEMAND

See Collective Bargaining Agreement, Article 28 and Handbook F-1(Post Office Accounting Procedures).

DOCUMENTATION NEEDED

- Letter of Demand.
- PS Form 17 (stamp requisition) for audit period.
- PS Form 571 (report sent to postal inspectors for shortage/overage over \$100).
- PS Form 1412 (daily financial report) for audit period.
- PS Form 1628 (individual key record card).
- PS Form 1908 (trust and suspense account adjustments sent from accounting).
- PS Form 3294 (count sheets for previous, current and recount audits).
- PS Form 3356 (stamp requisition bulk quantities).
- PS Form 3368 (stamp credit examination record).
- PS Form 3369 (consigned credit receipt).
- PS Form 3958 (supervisor's record of main stamp stock).
- PS Form 3977 (duplicate key envelope).
- Money Orders vouchers, if applicable.
- Work orders for all repairs or replacement of IRT, locks, etc.
- Records of shortages in the main stock and of shortages of other clerks.

- Security violation reports.
- Most recent financial audits for facility (usually counted by Postal Inspectors).
- POS System problems logbook.
- Steward's statement why he or she thinks, the employee should not pay the shortage.
- Notes from the interview with the supervisor.
- Grievant's statement.
- Witness statement(s), if available.
- Steward's statement of the facts and contentions of the case.

TIPS FOR THE STEWARD

- Check to determine if the audit was conducted in a quiet area within four (4) months of the previous audit? (Refer to Article 28 of the contract).
- Assure that the safe/vault combination was changed when persons knowing the combination were separated or transferred to a new position? (Refer to the F-1 Handbook).
- Ascertain if the duplicate key envelope has been opened or if the manager, supervisor or other employees' keys fit the grievant's cash drawer or stamp stock compartment(s).
- Ask the grievant did he or she conduct an independent count along with the supervisor. If the grievant was not present, did a designated employee witness the count.
- Determine if there is a relationship between the grievant's shortage and the supervisor or another employee's overage.

- Inquire whether or not the audit was conducted by a postmaster, supervisor or by postal inspectors. Another employee should not be allowed to conduct an audit.
- View the Letter of Demand to determine if the grievant contractual rights were cited.
- Certify that the locks were changed on the grievant's security containers prior to being assigned to him or her.
- Ascertain if an annual exam was made on all locks and keys in the unit? The supervisor's or manager's keys should also be checked.
- To safeguard each clerk stamp credit the supervisor must make an annual exam of all locks and keys except the duplicate keys in PS Form 3977.
- Check for malfunctions on the IRT. List dates, times and witnesses who can verify that the IRT was not working properly.

SPECIAL NOTE: In window shortage cases that involve alleged security violations, the Union must prove that the violation did exist. Security violations can occur in a variety of ways. The F-1 Handbook requires management to change the combination on the vault or safe when someone who knows the combination leaves the unit. This includes managers and any member of the bargaining unit.

Key checks must be done on an annual basis. This requires the supervisor to take the keys of the window clerk and accompanied by the window clerk check all these keys in all locks in the window area. **Also, check the supervisor's or manager's keys to see if the key can open the employees cash drawers or envelope compartments.**

The Union must check the security of the clerk's cash and stamp drawers when they are locked in the screen line. Can these drawers be opened by pushing down on them? Are locks worn so badly that the drawer can be opened by any key? Is there a common key available to all window clerks to lock their valuables in the screen line?

MAXIMIZATION OF PART-TIME FLEXIBLES TO FULL TIME

See **Collective Bargaining Agreement, Article 7. Section 3. Employee Complements.** Also, the **Memorandums of Understanding, in the back of the Collective Bargaining Agreement, Appendix B., *Maximization/Full-Time Flexible - APWU* and *Conversions under the Maximization Memorandum.***

DOCUMENTATION NEEDED

- Clock rings or time cards for all Part Time Flexibles (PTF), casuals, loaners, Transitional Employees (TE), cross-craft, etc.
- Documentation for at least 6 months identifying PTF's work hours.
- PTF's Seniority List.
- The listing of the current Full Time Regulars (FTR) duty assignments in the section or office, including position descriptions, off days and hours of work.
- PS Forms 3971 to show the amount of leave taken.
- Weekly work schedules of FTRs and PTFs.
- Amount of overtime paid during the six month period and Staffing Reports.
- The steward's notes taken from the interview with the supervisor.
- The steward's notes taken from the interview with all witnesses.
- Copies of notice of future automation and jobs being reverted or abolished.

Special Note: When a part-time flexible has performed duties within his/her craft and occupational group (not necessarily the same assignment) within an installation at least 40 hours per week (8 within 9 or 8 within 10 as applicable), 5 days a week over a period of six months (again, not necessarily the same 5 days) a part-time flexible must be converted to full-time status.

OVERTIME VIOLATION

See Collective Bargaining Agreement, Article 8. Section 5. Overtime Assignments. Also, the Memorandums of Understanding, in the back of the Collective Bargaining Agreement, Appendix B., Article 8 Questions and Answers.

DOCUMENTATION NEEDED

- Overtime Desired List(s) (ODL).
- Names of employees who worked.
- Names of employees who should have worked.
- Clock Ring Reports of employees.
- Date, time, the tour and the number of hours worked.
- Operation number and the type of work performed.
- Grievant's job description.
- Grievant's statement.
- Witness statement(s), if available.
- Steward's statement of the facts and contentions of the case.
- The steward's notes taken from the interview with the supervisor.
- The steward's notes taken from the interview with all witnesses.

TIPS FOR THE STEWARD

Assure that all employees on the ODL are utilized 12 hours per day before an employee not on the list works any overtime. The exception occurs when there are time-critical processing needs that cannot be met unless non-list employees are worked

The following language appears in the **Collective Bargaining Agreement, Appendix C, Memorandum of Understandings, Reference: Article 8, Questions and Answers.**

- When for any reason, an employee on the ODL, who have the necessary skills, is available, but is improperly passed over and another employee on the list is selected for overtime work out of rotation, such employee shall within 90 days of the date the error was discovered, be given a similar make-up opportunity.
- Should no similar make-up overtime opportunity present itself within 90 days, the employee who was passed over shall be paid for an equal number of hours at the overtime rate for the opportunity missed.
- When, for any reason, an employee on the OTDL, who has the necessary skills, is available, but is improperly passed over and another employee not on the list is selected for overtime work, the employee who was passed over shall be paid for an equal number of hours at the overtime rate for the opportunity missed.
- When a question arises as to the proper administration of the "Overtime Desired" list at the local level, an APWU steward may have access to appropriate overtime records.

SPECIAL NOTE: When requesting a remedy for an overtime violation, list the names of the persons to be paid. Request overtime pay if an employee who is not on the ODL, works in lieu of a person on the ODL. Do not accept a makeup overtime day.

Assure that all employees on the OTDL are utilized 12 hours per day before an employee not on the list works any overtime. The exception occurs when there are time-critical processing needs that cannot be met unless non-list employees are worked.

RESTRICTED SICK LEAVE

See Employee Labor Relations Manual (ELM) 513.39 Restricted Sick Leave.

DOCUMENTATION NEEDED

- Letter placing the grievant on restricted sick leave.
- PS Forms 3971 and 3972.
- Grievant's medical documentation and nature of the medical problem.
- Grievant's check stub or a computer printout with the sick leave balance.
- Family and Medical Leave Act (FMLA) documentation, if applicable.
- A notation of attendance related discipline which is still live.
- Date(s) of the supervisor's discussion(s) with the grievant, pertaining to his/her attendance.
- Notes from the interview with the supervisor.
- Grievant's statement.
- Witness statement(s), if available.
- Steward's statement of the facts and contentions of the case.

Special Note: The steward should verify that the supervisor followed the correct procedures outlined in the Employee Labor Relations Manual (ELM) 513.39, "Restricted Sick Leave". The supervisor must provide a written notice to the employee that their name has been added to the restricted sick leave list and review the employee's PS Form 3972, for each quarter.

If there has been a substantial decrease in absences charged to sickness, the supervisor should notify the employee in writing that their name has been removed from the list.

SUPERVISORS PERFORMING BARGAINING UNIT WORK

See Collective Bargaining Agreement, Article 1. Section 6. A. & B. Performance of Bargaining Unit Work.

DOCUMENTATION NEEDED

- A written and signed statement from each witness stating:
- The name of the supervisor performing the work.
- The type of work he/she performed.
- The dates on which the work was performed.
- The length of time he/she performed the work.
- Whether or not he/she has observed the supervisor perform this work before? If so, dates, times and names of other witnesses.
- The steward's notes taken from the interview with the supervisor.
- Seniority lists, by section and work area, where the work was performed to show that craft employees were available to work.
- Position descriptions of the bargaining unit employees working in the area, where the supervisor performed the work.
- The craft designated to perform the work.
- Overtime Desired List.

Special Note: If the supervisor states it was an emergency, find out the nature of the emergency. **Article 3.F. of the Collective Bargaining Agreement** defines an emergency as “an unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature.”

AMERICAN POSTAL WORKERS UNION, AFL-CIO

Grievant/Union	Nature of Allegation
----------------	----------------------

Date of Request

To: _____ Title: _____

From: _____ Title: _____

Subject: **REQUEST FOR INFORMATION & DOCUMENTS RELATIVE TO
PROCESSING A GRIEVANCE**

We request that the following documents and/ or witnesses be made available to us in order to properly identify whether or not a grievance does exist and, if so, their relevancy to the grievance:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

NOTE: Article 17, Section 3 requires the Employer to provide for review all documents, files, and other records necessary in processing a grievance. Article 31, Section 3 requires that the Employer make available for inspection by the Unions all relevant information necessary for collective bargaining or the enforcement, administration or interpretation of this Agreement. Under 8a(5) of the National Labor Relations Act it is an Unfair Labor Practice for the Employer to fail to supply relevant information for the purpose of collective bargaining. Grievance processing is an extension of the collective bargaining process.

☐ REQUEST APPROVED

☐ REQUEST DENIED

(date)

(signed)

GUIDELINES FOR SHOP STEWARDS

There are additional guidelines for shop stewards to follow when processing grievances. The steward should:

- Interview the grievant and keep precise notes of the interview.
- Encourage the grievant to either write the complaint themselves or sign the interview statement written by the shop steward.
- Make a notation if the grievant refuses to sign.
- Fully investigate each complaint and never assure a grievant that his or her case will be arbitrated, appealed or won.
- Always keep the grievant informed and notify the grievant in writing as significant steps are taken in the grievance process and the reason, if appropriate, for the action taken.
- If a decision is made not to proceed with a case, the union representative must include a statement citing the reasons. A copy of this statement must be included in the grievance file and a copy should be provided to the grievant.
- If the case is settled, even though the settlement may be self evident to the steward, a copy of the settlement letter must be included in the grievance file and a copy should be provided to the grievant.

SPECIAL NOTE: It is essential that the file include documentation that the grievant has been notified of the final disposition of the case. **This notification must be made promptly and should be sent by certified mail, return receipt requested.** This is true whether the case is settled, decided by an arbitrator or dropped as a result of a union decision not to go forward. However, if the grievant is still working, encourage him or her to sign the decision letter. This will provide documentation that they have been advised of the results of their grievance.

If the guidelines outlined above are followed and the union representative's decision is based on good faith judgments and complete investigations, the duty of fair representation will have been met. We reiterate that the steward and local officers should continue to feel free to withdraw non meritorious, frivolous grievances.

TIME LIMITS, STEP 1

It is imperative for the steward to file grievances within the time limits outlined in **Article 15, Section 2 of the Collective Bargaining Agreement**. In addition, in accordance with **Article 15, Section 4.B.**, the Union waive the grievance if the representative fail to meet the time limits.

Time Limits for Step 1 Grievances:

- A grievance must be discussed with the employee's immediate supervisor within fourteen (14) days of the date on which the employee or the Union first learned of the infraction.
- The employee, at his or her option, may be represented by a union representative.
- The supervisor and the union representative shall have authority to settle the grievance in whole or in part.
- If the grievance is not resolved at the Step 1 meeting, the supervisor shall render an oral decision within (5) days, stating the reasons for the denial of the grievance. However, the two parties may agree to extend the time limits.
- Within five (5) days after the supervisor's decision, the union representative should request that the supervisor, initial the standard Step 2 Grievance Form confirming the date the decision was rendered.
- Within ten (10) days after receipt of the supervisor's decision denying the Step 1 grievance, the Union may appeal to Step 2 of the grievance procedure.
- The Step 2 appeal should be made utilizing the standard Step 2 Grievance Form available from the APWU Order Department, 1300 L Street, NW, Washington, D.C. 20005.
- The following information must be included:
 - Detailed statement of facts
 - Contentions of the grievant
 - Particular contractual provisions involved
 - Remedy sought.

EXTENSION REQUEST FORM
Use this form, when an extension is needed, to process a grievance.
Type of Violation:
Date Violation Occurred:
Place Where Violation Occurred:
Grievant's Name:
Grievant's Work Location:
Step of the Grievance Procedure:
Print Steward's Name:
Print USPS Representative's Name:
<p>We the undersigned parties mutually agree to extend the time limits on this grievance through _____ (Date). Extension of the time limits will bar either party from citing this grievance as being untimely.</p> <p>_____</p> <p>USPS Representative's Signature & date</p> <p>_____</p> <p>APWU Steward's Signature & date</p>

COMPLETING THE STEP 1 GRIEVANCE

OUTLINE WORKSHEET

The Step 1 Grievance Outline Worksheet is one of the most important documents in the grievance process. It is here that the steward gives an account of the facts involved in the grievance from its initial occurrence. It is important that each line be completed carefully. The necessary information is as follows:

Discipline (Nature of) or Contract (Issue); Craft; Date; Local Grievance Number: Cite the type of discipline, (i.e., Letter of Warning, Suspension, Removal), or type of contract violation, (i.e., Improper Assignment of Overtime, AWOL, Denial of Annual Leave Request). List the grievant's assigned craft; the date the violation occurred; and the local union's grievance number. It is not necessary to list the **USPS Grievance Number** at this step.

Unit/Sec/Br/Sta/ofc; Date/Time; USPS Rep-Supr; Grievant and/or Steward: List the place where the violation occurred; the date and time the Step 1 grievance was discussed; the name of the supervisor the steward held the Step 1 grievance with; and the names of the grievant and shop steward.

Step 1 Decision by (Name and Title); Date and Time; Initials: Give the name and title of the USPS supervisor, manager or representative who gave the Step 1 decision; and the date and time the Step 1 decision was rendered. Request that the supervisor, rendering the Step 1 decision, place his/her initials in the space provided, to verify the date of the decision.

Grievant (Person or Union); Address; City; State; Zip; Phone: Write the grievant's or Union's (if class action), name; address; and telephone number. The grievant's last name should be listed first.

Social Security No; Service Seniority; Craft Seniority; Status; Level; Step; Duty Hours; Off Days: Include the grievant's social security number; the Service Seniority Date, (Date the grievant was hired by the USPS); and the Craft Seniority Date (Date the grievant began working in his/her assigned craft). The service and craft seniority dates may be the same. Also, include the grievant's status; (i.e. Full Time Regular(FTR), Part Time Flexible (PTF)); the grievant's level and step; work hours; and off days.

Job#/Pay Location (Unit/Sec/Br/Sta/ofc); Work Location, City and Zip; Lifetime Security; Veteran: List grievant's job number; the pay location where the grievant works; the name, city, state, and zip code of installation where incident occurred; whether or not employee has lifetime job security; and whether or not employee is classified as a preference eligible veteran.

Notes: Cite all applicable articles of the Collective Bargaining Agreement (CBA), Joint Contract Interpretation Manual (JCIM), handbooks, manuals, directives, and memorandums which were violated.

Problem: Write a brief summary of the problem, (i.e., grievant denied a Light Duty Assignment Request).

Background: Give an extensive overview of the steward's investigation. Outline what the steward discovered, the supervisor's and/or witnesses response to questions, and the grievant's account of the situation.

Documents: Include documents to help support the union's case.

Corrective Action: What the Union feels is required to resolve the grievance. In a discipline case always include the statement that “**the grievant be made whole,**” and that the proposed action (i.e. Letter of Warning, Letter of Removal, Suspension Letter), be removed from all records and files.

Management Response: State whether the grievance was sustained, denied or modified. If the management official either sustains or modifies the grievance, the steward should get the agreement in writing.

AMERICAN POSTAL WORKERS UNION, AFL-CIO

STEP 1 GRIEVANCE OUTLINE WORKSHEET

DISCIPLINE (NATURE OF) OR CONTRACT (ISSUE)			CRAFT		DATE		LOCAL GRIEVANCE #		USPS GRIEVANCE #			
UNIT/SEC/BR/STA/OFC		DATE/TIME		USPS REP - SUPR			GRIEVANT AND/OR STEWARD					
STEP 1 DECISION BY (NAME AND TITLE)						DATE AND TIME		INITIALS		INITIALING ONLY VERIFIES DATE OF DECISION		
GRIEVANT PERSON OR UNION (Last Name First)		ADDRESS			CITY		STATE		ZIP		PHONE	
SOCIAL SECURITY NO.		SERVICE SENIORITY/CRAFT		STATUS	LEVEL	STEP	DUTY HOURS		OFF DAYS			
									<input type="checkbox"/> SAT <input type="checkbox"/> SUN <input type="checkbox"/> MON <input type="checkbox"/> TUE <input type="checkbox"/> WED <input type="checkbox"/> THU <input type="checkbox"/> FRI			
JOB#/PAY LOCATION/ (UNIT/SEC/BR/STA/OFC)				WORK LOCATION CITY AND ZIP CODE					LIFETIME SECURITY <input type="checkbox"/> Yes <input type="checkbox"/> No		VETERAN <input type="checkbox"/> Yes <input type="checkbox"/> No	

Notes:

(a) Problem:

(b) Background:

(c) Documents:

(d) Corrective Action:

(e) Management's Response:



CHECKLIST

FOR STEP 1

GRIEVANCES

Has the Steward Completed the Following?

- ✓ Answered all six questions: Who, What, Where, When, Why and How.
 - **Who** was involved?
 - **What** happened?
 - **Where** did the incident or violation occur?
 - **When** did the incident or violation occur?
 - **Why** is it a violation of the contract (article violated)?
 - **How** can the grievance be resolved (remedy)?
- ✓ Checked the appropriate contract provision violated?
- ✓ Reviewed notes and examined all related data?
- ✓ Interviewed all witnesses?
- ✓ Outlined the grievance presentation?
- ✓ Determined the correct approach when interviewing the supervisor?
- ✓ Made copies of all support documentation?
- ✓ Expressed a clear and concise remedy?
- ✓ Decided to bring the grievant to the Step 1 meeting?

PROPER REMEDIES

It is imperative that the steward request the appropriate remedy when filing a grievance. The corrective action requested on line 13 of the standard Step 2 Grievance Appeal Form must be very firm, very simple and related to the nature of the grievance. **NEVER** request that disciplinary action be taken against a supervisor. This request gives management an excuse to deny the grievance since they are not required to discipline supervisors and will not do so at APWU's request. Listed below are examples of possible remedies for contract violations:

AWOL: The grievant reported to work 15 minutes late. He did not call and was charged 15 minutes AWOL. The grievant informed the supervisor that he was unable to call due to being held up in a traffic jam that was caused by an accident.

REMEDY: Make the grievant whole of all loss time and benefits. The grievant be granted the appropriate requested leave and the AWOL charge be rescinded and all references be deleted from all records and files.

ANNUAL LEAVE DENIED : The grievant called in for 8 hours emergency annual leave because of flooding in her home caused by a busted pipe. The grievant provided a bill and receipts from the plumber for the date in question. The supervisor denied the annual leave and charged the absence to LWOP even though the leave book was open for incidental leave in accordance with the LMOU.

REMEDY: Make the grievant whole of all loss time and benefits. Grant the requested leave in accordance with the LMOU and ELM and cease and desist from denying annual leave when the book is open.

DISCIPLINE: The grievant was issued a 7 day suspension for unsatisfactory work performance and had never been issued a Letter of Warning for a similar infraction.

REMEDY: Make the grievant whole of all loss time and benefits. The suspension be rescinded and all copies be removed from all records and files.

HOLIDAY: The grievant, a full-time regular, was required to work on his holiday and qualified PTF's were not scheduled to work.

REMEDY: Make the grievant whole of all loss time and benefits. The grievant be given a day off, of his or her choice on Administrative Leave and that management cease and desist from mandating full-time employees to work prior to utilizing PTF's.

OVERTIME WORKED OUT OF ROTATION: The grievant was on the ODL and passed over and another employee on the list was utilized out of rotation.

REMEDY: Make the grievant whole of all loss time and benefits. The grievant be given a make up opportunity to work the appropriate number of hours within 90 days from the date the violation occurred or when the union became aware of the violation.

OVERTIME WORKED BY EMPLOYEE NOT ON THE ODL: The grievant was on the Overtime Desired List (ODL) and was passed over and another employee worked who was not on the ODL.

REMEDY: Make the grievant whole of all loss time and benefits. The grievant be paid an equal number of hours as was worked by the non ODL employee

RESTRICTED SICK LEAVE: An employee calls in sick, when he or she return to work, they are placed on restricted leave. The employee was not given a quarterly review.

REMEDY: Make the grievant whole of all loss time and benefits. That the notice placing the employee on restricted sick leave, be rescinded and the supervisor abide by the provisions of the ELM and the employee be made whole for any losses resulting from being placed on restricted sick leave.

SUPERVISORS PERFORMING BARGAINING UNIT WORK: Supervisor Jones has been repeatedly observed loading mail in the automation section for at least 2 hours a day over the last 30 days. Supervisor Jones works in a facility with over 500 employees. He agreed to cease and desist from performing bargaining unit work 2 weeks ago when a grievance was filed.

REMEDY: Pay the senior employee on the ODL 2 hours per day for the past 14 days. The supervisor be instructed to cease and desist performing bargaining unit work.

USING THE CORRECT APPROACH

It is most important that the shop steward conduct himself or herself in a professional manner when processing a grievance. He or she should avoid using the incorrect approach while discussing a grievance with management.

Hat in Hand Approach

- The steward is not confident, timid, and does not consider that he or she is on the same level as the supervisor, manager or postmaster.
- The steward does not utilize all the investigative tools available.
- The steward is not prepared and does not present a strong case.
- The steward is inattentive and appears disinterested during the grievance presentation.

Hard Guy Approach

- The steward is stubborn and abusive.
- The steward is unprepared and attempts to intimidate management by being loud and obnoxious.
- The steward gives the impression of being tough but rarely wins grievances.

The Business Like Approach

The shop steward should always use a Business Like Approach when presenting and processing grievances. It is important that he or she is:

- Knowledgeable.
- Courteous and in control.
- Well prepared.

PRESENTING THE STEP 1 GRIEVANCE

Two skills are necessary to effectively present grievances:

- [1] The human relations ability to deal with employees and management
- [2] A thorough understanding of the contract and the precedents which define the contract.

Tips for the Steward:

- Approach management with frankness, sincerity, and without hostility.
- Perform a complete investigation. If necessary, request an extension of the Step 1 time limits.
- **Do not** let the 14 day time limits expire while awaiting requested documentation.
- If the extension is not granted, present the grievance to the Step 1 supervisor, and make the argument during that discussion and as part of the grievance itself, that the requested information was not provided **prior** to the Step 1 meeting.
- Avoid heated arguments and shouting matches.
- Stay cool, be professional and thorough, managers would eventually realize that they can't fluster you. Be patient. Calmness helps you win cases.
- Take careful notes during the grievance discussion, so that you will have a record of management's responses and comments.
- Request documentation or evidence from the supervisor to support their contentions.

SPECIAL NOTE: Remember that Step 1 of the grievance procedure is the most crucial of all of the stages of the grievance procedure. Be sure to have your contentions clearly identified, documentation to support the case and prepare in advance as to how you will respond to the Step 1 supervisor.

THE STEP 1 DECISION

If a favorable decision is rendered at Step 1, the steward should request a copy of the settlement letter, give a copy to the grievant and insure that the decision is implemented in a timely manner. Use the **Settlement Implementation Form**, on the following page, to alert management that a favorable decision has been received.

SPECIAL NOTE: Remember to insist that all references be removed from the Grievant's records, from management's records, and that the grievant be made whole for loss of pay and other entitlements.

TIME LIMITS, APPEAL TO STEP 2

It is imperative for the steward to file grievances within the time limits outlined in the **Collective Bargaining Agreement Article 15, Section 2. Grievance Procedure Steps, Step 2**. In addition, in accordance with **Article 15, Section 4.B.**, the Union waive the grievance if the representative fails to meet the time limits.

The Time Limits for Step 2 Grievances:

- The Union shall be entitled to appeal an adverse Step 1 decision to Step 2 of the grievance procedure within ten (10) days after receipt of the supervisor's decision.
- The standard Step 2 Grievance Form, appealing to Step 2, shall be filed with the installation head or designee.
- In any associate post office of twenty (20) or less employees, the Employer shall designate an official outside of the installation as the Step 2 official, and shall so notify the Union Step 1 representative.
- Any grievance initiated at Step 2, pursuant to Article 2 or 14 of this Agreement, must be filed within 14 days of the date on which the Union or the employee first learned of the infraction.
- The installation head or designee will meet with the steward or a Union representative no later than seven (7) days following receipt of the Step 2 appeal unless the parties agree upon a later date.

SETTLEMENT IMPLEMENTATION FORM

DATE _____

TO: POSTMASTER
U.S. POSTAL SERVICE
AMERICA, U.S.A.

The attached is a favorable decision in behalf of the Union concerning the following appeal:

GRIEVANT: _____

NATURE OF APPEAL: _____

APPEAL CASE NUMBER: _____

The decision was rendered at the _____ level of the grievance procedure provided for in accordance with Article 15.

Will you kindly advise me of the date the decision is implemented within your office and kindly advise if the following supervisors—who have denied the appeal before this favorable decision—have been notified about the results:

1. _____

2. _____

3. _____

Your written reply will be appreciated. Thank you.

SIGNED _____

TITLE _____

COMPLETING THE STEP 2 **GRIEVANCE APPEAL FORM**

The Step 2 Grievance Appeal Form is an important document in the grievance process and must be filled out carefully and completely. Complete each line as follows:

Line 1 - Nature of discipline or contract issue. Include the date on which the appeal was made and the union local grievance number.

Line 2 - Name of USPS official to whom the appeal was made. List the name and telephone number of the installation.

Line 3 - Local Union's business address.

Line 4 - Name of APWU Representative authorized to discuss Step 2 and the telephone numbers where that individual may be reached.

Line 5 - Name of Local Union President and his or her telephone numbers.

Line 6 - Installation where Step 1 was heard; date/time discussion took place; name of the supervisor who discussed the grievance at Step 1 and the name of grievant and/or steward present at the discussion.

Line 7 - Name of the supervisor who made the decision; date/time decision was made; initials of supervisor making the decision attesting to date/time of decision.

Line 8 - Grievant (or Union if class action); list the address and telephone number.

Line 9 - Social Security number of the grievant; his/her seniority dates (service & craft); grievant's classification; level; step; duty hours and off days.

Line 10 - Name and zip code of installation where incident occurred; whether or not the grievant has lifetime job security; and whether or not the grievant is classified as a preference eligible veteran.

Line 11 - Cite contract article(s) violated.

Line 12 - Give a detail explanation of what happened. Under list of attached papers as identified, write (**See Attached Sheet for Exhibits**). Write the word **EXHIBIT**, at the bottom of each exhibit page, along with a number. List the **EXHIBIT** and its corresponding number on the **EXHIBIT SHEET**, (**A copy of an EXHIBIT SHEET is listed on the following page. Attach this EXHIBIT SHEET to the Step 2 Grievance appeal Form.**

Line 13 - What the Union feels is required to resolve the grievance. In a discipline case always include the statement that “**the grievant be made whole,**” and that the proposed action (i.e. Letter of Warning, Letter of Removal, Suspension Letter), be removed from all records and files.

**STEP 2
GRIEVANCE
APPEAL FORM**

WHERE - WHEN		STEP 1 MEETING & DECISION					MET WITH	
6	UNIT/SEC/BR/STA/OFC		DATE/TIME		USPS REP - SUPR		GRIEVANT AND/OR STEWARD	
7	STEP 1 DECISION BY (NAME AND TITLE)					DATE AND TIME		INITIALS
								INITIALING ONLY VERIFIES DATE OF DECISION
8	GRIEVANT PERSON OR UNION (Last Name First)		ADDRESS		CITY		STATE	ZIP PHONE
9	SOCIAL SECURITY NO.		SERVICE SENIORITY/CRAFT		STATUS	LEVEL	STEP	DUTY HOURS
					OFF DAYS			
					<input type="checkbox"/> SAT <input type="checkbox"/> SUN <input type="checkbox"/> MON <input type="checkbox"/> TUE <input type="checkbox"/> WED <input type="checkbox"/> THU <input type="checkbox"/> FRI			
10	JOB#/PAY LOCATION/ (UNIT/SEC/BR/STA/OFC)			WORK LOCATION CITY AND ZIP CODE				LIFETIME SECURITY
								<input type="checkbox"/> Yes <input type="checkbox"/> No
								VETERAN
								<input type="checkbox"/> Yes <input type="checkbox"/> No

LOCAL MEMO (ART./SEC.) OTHER MANUALS, POLICIES, L/M MINUTES, ETC.

[illegible]

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EXHIBIT SHEET

**Mark and Number all Exhibits in the file. List the Exhibits on this sheet.
Attach this sheet to the Step 2 Grievance Form.**

Grievant:

Issue:

Local Grievance Number:

Exhibit 1

Exhibit 2

Exhibit 3

Exhibit 4

Exhibit 5

Exhibit 6

Exhibit 7

Exhibit 8

Exhibit 9

Exhibit 10

Exhibit 11

Exhibit 12

Exhibit 13

Exhibit 14

Exhibit 15

Comments:

Steward's Name:

Steward's Signature:

Date Appealed (Use Step 2 Appeal Date):



CHECKLIST

FOR STEP 2

GRIEVANCES

Tips for the Steward:

- ✓ Anticipate the Step 1 supervisor's response.
- ✓ Check appropriate provisions of the contract, handbooks, manuals, etc..
- ✓ Review Step 1 contentions and examine all related data.
- ✓ Determine if additional contentions and data are required.
- ✓ Decide if the grievant or witnesses should be present at the Step 2 hearing.
- ✓ Outline the Step 2 presentation.
- ✓ Consider an approach to the Step 2 USPS representative.
- ✓ Make copies of all support documentation.
- ✓ Contemplate management's Step 2 argument.
- ✓ Express a clear and concise remedy.

PRESENTING THE STEP 2 GRIEVANCE

Prior to the actual Step 2 hearing, the union representative must determine whether to present additional arguments and documents. In preparation for the presentation of the Step 2 grievance he or she must review all information, documentation and evidence included in the grievance at Step 1. In addition, he or she should:

- Review the arguments and contentions made by the Step 1 steward to assure that they are correct and cover all aspects of the violation.
- Determine if witnesses, including the grievant, will be necessary during the presentation of the grievance.
- Anticipate and be prepared to refute management's arguments during the Step 2 hearing.
- Share every document supporting the Union's case with management at Step 2. If the documents are not provided, don't be surprised if an arbitrator refuses to consider them.
- Keep a record of all documents which are received or exchanged and always request copies of management documents.
- If information is denied, either at step 2 or in the investigatory stages of the grievance, it should be documented in the file. Also, note in writing, that the Union was denied due process.
- Discuss the case with other stewards and officers for possible alternatives to explore. Try to resolve as many cases as possible at the lowest level.

SPECIAL NOTE: Occasionally the union representative receives documents which hurt the Union's case and support management's position. **The union representative is not obligated nor should he or she share these documents with management.** It's up to management to discover them and produce them to prove their case. However, do not throw them away. Keep them in a file, clearly marked as **"not shared"** with management. If management fails to produce them at either at Step 1 or Step 2, note that fact in your file.

THE STEP 2 MEETING

The Step 2 Meeting affords the union representative the last opportunity to fully develop all relevant facts and contentions in regards to the grievance. The grievant shall be represented at Step 2 by a steward or a union representative. The union representative should have authority to settle or withdraw the grievance.

- At the Step 2 meeting, the union and employer representative shall make a full and detailed statement of facts relied upon, contractual provisions involved, and remedy sought and may furnish written statements from witnesses or other individuals.
- The parties' representatives shall exchange copies of all relevant papers or documents and may mutually agree to jointly interview witnesses to assure full development of all facts and contentions.
- In cases involving discharge, either party shall have the right to present no more than two witnesses. Additional witnesses may be interviewed, if agreed to by the parties.
- Step 2 settlements or withdrawals shall be in writing or noted on the standard grievance form.
- Where agreement is not reached the Employer's decision shall be furnished to the Union representative in writing, within ten (10) days after the Step 2 meeting. However, the parties may mutually agree to extend the time period.
- The Employer's decision letter should include a full statement of the Employer's understanding of (1) all relevant facts, (2) the contractual provisions involved, and (3) the detailed reasons for denial of the grievance.
- If the union representative believes that the facts or contentions set forth in the decision letter are incomplete or inaccurate, he or she may file corrections or additions, within ten (10) days of receipt of the Step 2 decision. Corrections or additions must be included in the grievance file. The filing of such corrections or additions shall not affect the time limits for appeal to Step 3 or arbitration.
- Within fifteen (15) days after receipt of the Employer's decision, the Union representative may appeal an adverse Step 2 decision to Step 3, unless the parties' agree to extend the time for appeal.

CORRECTIONS OR ADDITIONS

One of the most powerful rights the Union has, to rebut management's Step 2 decision denial letter, is through the usage of **corrections or additions as outlined in Article 15 Section 2, Step 2: (g), which states:**

“ If the Union representative believes that the facts or contentions set forth in the decision are incomplete or inaccurate, such representative should, within ten (10) days of receipt of the Step 2 decision, transmit to the Employer's representative a written statement setting forth corrections or additions deemed necessary by the Union. Any such statement must be included in the file as part of the grievance record in the case. The filing of such corrections or additions shall not affect the time limits for appeal to Step 3 or arbitration.”

Tips for the Steward:

- The most important rule for processing a grievance beyond Step 2 is to file corrections or additions when the denial does not accurately reflect the contentions made by the Union or is incomplete.
- Corrections or additions should be factual, brief and to the point.
- When pointing out inaccuracies in the Step 2 denial, do so by referencing facts. It is difficult to prove something false without facts and evidence.
- List all documents shared at Step 2, in the corrections or additions.
- Normally, management is deficient in one or two main areas when they deny a meritorious grievance. They either slant, twist, or bend the facts of the grievance or fail to report the facts (i.e., leave out the relevant facts which prove the case for the Union).
- Remember to include the corrections or additions with either the appeal to Step 3, within 15 days, or the direct appeal to arbitration, within 30 days after receipt of the Employer's Step 2 decision.

SPECIAL NOTE: Under the new direct appeal from Step 2 to arbitration, the corrections and additions become the final written record of the grievance prior to the arbitration hearing.

DIRECT APPEAL TO ARBITRATION **FROM STEP 2**

The Union may appeal an adverse Step 2 decision directly to arbitration for disciplinary grievances or contract grievances which involve the interpretation, application of, or compliance with the provisions of any local Memorandum of Understanding not in conflict with this Agreement, and those issues the parties have agreed are appealed to Expedited Arbitration.

- The grievances listed below can be appealed directly to arbitration from Step 2 within thirty (30) days after the receipt of the Employer's Step 2 decision.
- The grievances must be appealed to the appropriate Grievance/Arbitration Processing Center.
- The following information must be included with the appeal:
 - The standard Step 2 Appeal to Arbitration Grievance Form.
 - The Employer's written Step 2 decision.
 - The Union corrections or additions to the Step 2 decision, if filed.

Disciplinary Grievances to Be Appealed **From Step 2 Directly to Arbitration**

- Letters of Warning.
- Suspensions of 14 Days or less.
- Suspensions of More Than 14 Days or Discharge.
- Indefinite Suspension Crime Situation.
- Emergency Procedure.

Expedited Arbitration Issues to Be Appealed From Step 2 Directly to Arbitration

- Individual Overtime Grievances.
- Withholding of Step Increases' Grievances.
- Individual Leave Request.
 - Annual Leave.
 - Sick Leave.
 - Leave Without Pay.
 - Court Leave.
 - Restricted Sick Leave.
 - Requests for Medical Certification.
- AWOL.
- Individual Holiday Scheduling Grievances.
- Suspensions (Except Emergency Suspensions).
- Article 25, Higher Level Assignments.
- Employee Claims.
- Letters of Demand of Less Than \$2,000.
- Individual Clerk Craft Seniority Disputes.
- Such Other Matters as are Mutually Agreeable at the Area/Regional Level.

SPECIAL NOTE: The Memorandum of Understanding between the USPS and APWU Reference Timeliness Regarding Step 2(h) Appeals states: “When the Union incorrectly appeals a grievance under Article 15.2 Step 2(h) to Step 3 rather than to arbitration, and can show the appeal was made timely, Management will not consider timeliness as a waiver of the grievance. If no timely appeal to Step 3 can be established by the Union then Management retains the right to raise the timeliness issue.”

AMERICAN POSTAL WORKERS UNION, AFL-CIO

STEP 2 APPEAL TO ARBITRATION GRIEVANCE FORM

GRIEVANT -- PERSON OR UNION WORK LOCATION CITY, STATE, ZIP CODE USPS GRIEVANCE #

DISCIPLINE (NATURE OF) OR CONTRACT (ISSUE) CRAFT DATE OF STEP 2 APWU GRIEVANCE #

TO: _____ DATE: _____

Please be advised that pursuant to Article 15, Section 2 Step 2(h) of the Collective Bargaining Agreement, the Union hereby is appealing the above-referenced grievance to arbitration. This appeal includes a copy of the Step 2 appeal form, the employer's written Step 2 decision and the union's corrections and additions to the Step 2 decision if submitted.



The Postal Service refused or failed to schedule a Step 2 meeting or render a written Step 2 decision within the prescribed time limits and to provide the union a full statement of the Employer's understanding of (1) all relevant facts, (2) the contractual provisions involved, and (3) the detailed reasons for denial of the grievance.

LOCAL UNION (NAME OF) ADDRESS CITY STATE ZIP

SUBMIT UNION'S REGIONAL COPY WITH FILE TO:

COPY -- LOCAL FILE COPY -- USPS STEP 2 DESIGNEE
COPY - APWU COORDINATOR

NATIONAL BUSINESS AGENT

Sincerely,

**THIS IS A SAMPLE FORM.
PLEASE CONSULT YOUR
NATIONAL BUSINESS AGENT
FOR THE APPROPRIATE ADDRESS TO
SEND STEP 2 APPEALS TO ARBITRATION.**

Authorized Union Rep.

As Authorized by President William Burrus

Please ✓ check the Expedited or Regular Arbitration Panel box based on type of grievances listed below that may be appealed from Step 2 to arbitration pursuant to Step 2 (h) of the National Agreement.

☐ **Expedited Arbitration Panel Issues:**

- AWOL
- Letters of Warning
- Suspensions of 14 Days or Less
- Letter of Demand of Less Than \$2,000
- Withholding of Step Increases
- Article 25-Higher Level Assignments
- Individual Grievances for: Overtime, Annual Leave, Sick Leave, Leave Without Pay, Court Leave, Restricted Sick Leave, Requests for Medical Certification, Holiday Scheduling, Clerk Craft Seniority Disputes

☐ **Regular Arbitration Panel Issues:**

- Suspensions of More Than 14 Days or Discharge
- Indefinite Suspension Crime Situation
- Emergency Procedure
- LMOU Disputes - Grievances where the primary article(s) or dispute(s) being grieved is over the interpretation, application of, or compliance with the Local Memorandum of Understanding
- Safety and Health

ESTABLISHING A GRIEVANCE COMMITTEE

A grievance committee should be established to review and discuss grievances. To appeal or not to appeal a grievance should be a joint decision made by the committee. The committee should record written minutes, stating the reasons why the grievance is not being appealed. The Grievance Committee should:

- Consist of officers or stewards representing each craft.
- Meet at least once each month or more frequently, if needed.
- Make sure that officers and stewards are not just automatically appealing every case regardless of its merit.
- Include in the grievance file, the written decision stating the reason why the committee chose not to precede with the grievance.
- Retain closed files, for a minimum of three (3) years, in storage with an adequate retrieval system.
- If needed, the local should seek advice from the national union or counsel.

SPECIAL NOTE: The union is not required to be right in every case or situation. However, union representatives may be required to prove that their decisions were not careless or perfunctory and that their handling of cases are consistent. To appeal merely to "pass the buck" only clog the grievance system and takes that much longer for the fair settlement of meritorious grievances.

TEST FOR JUST CAUSE

What is just cause? The definition of just cause varies from case to case, but arbitrators frequently divide the question of just cause into six sub-questions and often apply the following criteria to determine whether the action was for just cause. These criteria are the basic considerations that the supervisor must use before initiating disciplinary action.

1. **Is there a rule?** Is the rule clear and understandable? Was the employee informed of the rule? Has the rule been enforced in the past? Was the employee advised of the disciplinary consequences, if he or she failed to follow the rule.
2. **Is the rule a reasonable rule?** Was the rule related to the orderly, efficient and safe operations of the USPS business? Does the rule create an undo hardship for the majority of the employees?
3. **Is the rule consistently and equitably enforced?** Have other employees received discipline for violating the rule? If so, was the discipline issued to those employees as severe as that issued to the grievant?
4. **Was a thorough investigation completed?** Was the employee given a Pre-Disciplinary Interview(PDI)? Was the investigation conducted fairly and objectively?
5. **Was the severity of the discipline reasonably related to the infraction itself and in line with that usually administered, as well as to the seriousness of the employee's past record?** Was the punishment too severe for the infraction? Was the grievant's years of service taken into consideration.
6. **Was the disciplinary action taken in a timely manner?** Was disciplinary action taken when the infraction occurred or did management wait for an extended period of time, prior to issuing the discipline. Was the discipline punitive and vindictive?

STANDARDS DETERMINING PAST PRACTICES

It is difficult to identify standards by which arbitrators determine if a practice exists and how much weight it should be given insofar as their decision and award is concerned. However, there are some very definite ingredients, when the question of past practice is taken under consideration by the arbitrator.

- **Consistent** - The practice has been granted or applied consistently, uniformly, regularly and without break.
- **Clearly stated** - The practice has been observed by the parties and is followed without protest or objection from one party or the other.
- **Duration** - The policy has existed and been followed over a reasonably long period of time. In this regard a "bridge effect" may be of significance to some arbitrators. The bridge effect results from a practice under one agreement and continuing unchanged and not protested into a renewed agreement, as a result it bridges one collective bargaining agreement with another between the parties without having been changed or discontinued.
- **Jointly accepted and acted upon** - Both parties, through their line representatives, have operated as though the practice, in fact, existed and was a guiding rule.

SPECIAL NOTE: One important factor that should be noted is that the frequency of the practice may not be as important as the mutual observance. In other words, a practice which occurs only three times a year and which, on each occasion, is executed may have more weight on an arbitrator's decision than another practice which occurs 15 times a year but is not consistently administered from one time to another.

Proof of past practice requires documentation and evidence. It is essential that when a past practice exists and is grieved, all possible documentation and facts be submitted along with the allegation of a violation of the past practice.

In order to be binding, past practice should have one or all of the aforementioned elements.

AMERICAN POSTAL WORKERS UNION, AFL-CIO

STEP 3 GRIEVANCE APPEAL FORM

GRIEVANT - PERSON OR UNION (FROM LINE 8)		WORK LOCATION CITY AND ZIP CODE (FROM LINE 10)		REGION'S GRIEVANCE #	
DISCIPLINE (NATURE OF) OR CONTRACT (ISSUE)		CRAFT	DATE OF STEP 2	LOCAL GRIEVANCE #	USPS GRIEVANCE #

THE ABOVE GRIEVANCE IS BEING APPEALED TO STEP 3/DATE _____

Any appeal from an adverse decision in Step 2 shall be in writing to the Regional Director for Employee and Labor Relations, with a copy to the Employer's Step 2 Representative, and shall specify the reasons for the appeal. (Within fifteen (15) days)

The Appeal is in accordance with XV Grievance Arbitration Procedures Sec. 2 Step 2 (h) and Step 3 (a) for the following reasons:

**THIS IS A SAMPLE FORM. PLEASE CONSULT YOUR
NATIONAL BUSINESS AGENT FOR THE APPROPRIATE
ADDRESS TO SEND STEP 3 APPEALS.**

and we have attached the Step 2 appeal grievance form, the employers written Step 2 decision and our corrections and additions to the Step 2 decision if we submitted same to employer's Step 2 representative.

FROM - LOCAL UNION (NAME OF)	ADDRESS	CITY	STATE	ZIP
------------------------------	---------	------	-------	-----

COPY -- LOCAL FILE
COPY -- USPS STEP 2 DESIGNEE

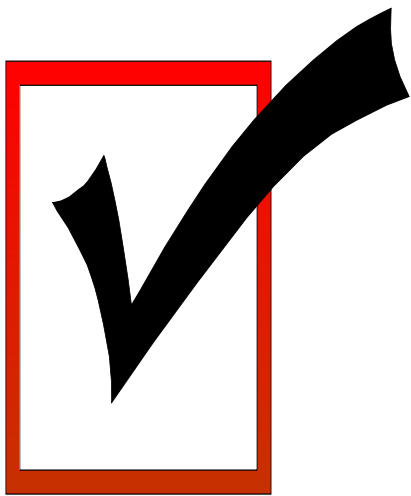
SUBMIT UNION'S REGIONAL COPY WITH FILE TO (or as instructed)

NATIONAL BUSINESS AGENT

Sincerely,

Authorized Union Rep.





Step 3 Check List

Appeals to Step 3 should be made only when all efforts for resolution at Step 2 have been exhausted. This could include extension of time limits, if appropriate, presentation of new facts, if available, and settlement, in part, after consultation with the grievant or local union officers. If the appeal is made to Step 3, the case file sent to the appropriate National Field Officer should be complete.

The Grievance File Should Include Copies of:

- ✓ Step 1 discussion notes, if any.
- ✓ Standard Step 2 Grievance Appeal Form.
- ✓ Step 2 meeting discussion notes.
- ✓ Documents of Step 1 & 2 presentation.
- ✓ Copy of Step 2 written decision.
- ✓ Copy of additions/corrections at Step 2, if any.
- ✓ Copy of appeal to Step 3.

- Any appeal from an adverse decision in Step 2 shall be in writing to the appropriate management official at the Grievance/Arbitration Processing Center, with a copy to the Employer's Step 2 representative, and shall specify the reasons for the appeal.
- The grievant shall be represented at the Employer's Step 3 Level by a Union's Regional representative, or designee. The Step 3 meeting of the parties' representatives to discuss the grievance shall be held within fifteen (15) days after it has been appealed to Step 3.

WAYS TO REDUCE STEWARDS STRESS

The job of a shop steward is one of the most stressful positions in the union. To help alleviate stress the steward should:

- Know the contract, their rights and what is going on in the union.
- Network with the union members and be responsive to their problems .
- Learn what resources are available and where to find the answers to questions

Solicit Support from Officers

- Conduct steward's meetings regularly, discuss problems and grievances.
- Learn to ask for help; assist other stewards and officers.
- Develop a communication network and telephone sick members.
- Train an alternate to assist you with grievance handling.
- Attend workshops and learn more efficient ways to perform your job.
- Don't become isolated, participate in union functions.

Develop a Base with the Members

- Interact with the members. Try to resolve problems before they escalate.
- Be personally concerned. Take up a collection for members who are hospitalized or recovering from a serious illness or accidents.
- Encourage members to attend meetings, seminars and union activities.
- Identify the problem areas where the majority of complaint occur.
- When out on union business, explain your duties to the members.

Involve Your Family in the Union

- Don't just complain about the union, tell your family why the union is important.
- Tell union stories and discuss labor history.
- Let them know you appreciate their support and bring them to union activities.

Be Proud of Being a Steward

- Remember why you are a steward, know your responsibilities to the members and learn the History of Labor.
- Wear something that shows you are “Proud to be Union” such as a button, jacket or cap.
- Develop your stewarding skills.

Take Care of Yourself

- Learn relaxation techniques and practice exercising and meditation.
- Eat properly and get enough rest.
- Learn your stress signals and listen to them.
- Learn to say no when you have to.
- Schedule family and social time.
- Don't offer to do things that you really don't have time to do.
- Utilize an alternate steward to perform minor tasks (i.e. Making copies or researching information).

PART II

STEP 4

SETTLEMENTS

U. S. STATE PLAZA, SUITE
475 L'ENFANT PLAZA SW
WASHINGTON, DC 20260



Mr. Robert L. Tunstall
Director
Clerk Craft Division
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4128

Re: H4T-5D-D 15115
Local
Seattle WA 98134

Dear Mr. Tunstall:

Recently we met in a prearbitration discussion of the above-referenced case.

The issue in this case is whether management violated the National Agreement by listing disciplinary actions over two years old as aggravating factors on a notice of proposed removal, even though the employee had received no discipline for a period of two years.

After reviewing this matter, the parties mutually agreed that, in accordance with Article 16, Section 10, "records of a disciplinary action against an employee shall not be considered in any subsequent disciplinary action if there has been no disciplinary action initiated against the employee for a period of two years."

Therefore, such records of disciplinary action should not be cited in a notice of proposed removal. However, the Postal Service is not precluded from introducing such prior disciplinary action for purposes of rebuttal or impeachment in the grievance procedure, in arbitration, or in other forums of appeal.

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to close case H4C-5D-D 15115 and remove it from the pending national arbitration listing.

Sincerely,


Anthony J. Vegliante

~~Anthony J. Vegliante~~
~~Manager~~
~~Grievance and Arbitration~~
~~Labor Relations~~

Robert L. Tunstall

Robert L. Tunstall
Director
Clerk Craft Division
American Postal Workers
Union, AFL-CIO

Date: 9-7-93



UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, S.W.
Washington, DC 20050

AUG 2 4 1993

ARTICLE	16
SECTION	
SUBJECT	

Weingarten

Mr. Kenneth D. Wilson
Assistant Director
Clerk Division
American Postal Workers
Union, AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399

16

Re: Class Action
Largo, FL 33540
HLC-3W-C 21550

Dear Mr. Wilson:


On July 26, 1983, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.


We failed to find an interpretive dispute in this case.

Discussions held pursuant to Article 16, Section 2, shall be held in private between the employee and the supervisor, and constitute the corrective action for the minor offense involved. Discussions which involve fact-finding (investigatory interview) and which may lead to discipline entitle the employee to representation, if requested.

Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to remand this case.

Sincerely,


Robert L. Eugene
Labor Relations Department


Kenneth D. Wilson
Assistant Director
American Postal Workers
Union, AFL-CIO



UNITED STATES POSTAL SERVICE
Labor Relations Department
475 L'Enfant Plaza, SW
Washington, DC 20260-4100

ARTICLE	17
SECTION	
SUBJECT	
INFORMATION REQUEST	
MEDICAL RECORDS	

Mr. Lawrence G. Hutchins
Vice President
National Association of
Letter Carriers, AFL-CIO
100 Indiana Avenue, N.W.
Washington, D.C. 20001-2197

NOV 16 1988

Re: Marxen
Fort Lee, NJ 07024
H7N-1P-C 2187

Dear Mr. Hutchins:

On November 2, 1988, a meeting was held with the NALC Director of City Delivery, Brian Farris, to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

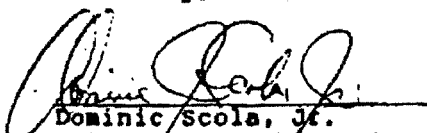
The issue in this grievance is whether an employee's medical records must be released to the union when they are requested during the investigation of a grievance.

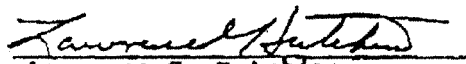
During our discussion, we mutually agreed that the release of medical records to the Union is provided for in the Administrative Support Manual, Appendix (p. 42) (USPS 120.090). Accordingly, this grievance is sustained and the records in dispute will be provided to the union.

Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to close this case.

Time limits were extended by mutual consent.

Sincerely,


Dominic Scola, Jr.
Grievance & Arbitration
Division


Lawrence G. Hutchins
Vice President
National Association of
Letter Carriers, AFL-CIO



RECEIVED

UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20260

JUL 26 1988

APWU
CLERK DIVISION

Mr. James Connors
Assistant Director
Clerk Craft Division
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4107

JUL 27 1988

Re: Local
Inglewood, CA 90311
H4C-5C-C 45726

Dear Mr. Connors:

On March 22, 1988, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether management was proper in denying the union's request for copies of a supervisor's personal notes which were taken during a discussion.


During our discussion, we mutually agreed that when requested, the union will be given the date and subject of a discussion, providing that such discussion was relied upon by the supervisor in a disciplinary action to establish that the employee had been made aware of his/her obligations and responsibilities.

Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to settle this case.

Time limits were extended by mutual consent.

Sincerely,


Joyce Ong
Labor Relations Department


James Connors
Assistant Director
Clerk Craft Division
American Postal Workers Union,
AFL-CIO



UNITED STATES POSTAL SERVICE
Labor Relations Department
475 L'Enfant Plaza, SW
Washington, DC 20260-4100

RECEIVED

JUN 16 1988

APWU
CLERK DIVISION

Mr. James Connors
Assistant Director
Clerk Craft Division
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4107

JUN 14 1988

Re: Class Action
Manchester, NH 03103
H4C-1K-C 41761

Dear Mr. Connors:

On February 10, 1988, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether management properly denied the union's request for information under the provisions of the National Agreement.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. This is a local dispute suitable for regional determination by application of Articles 17 and 31 of the National Agreement. The union agreed that they will be required to reimburse the USPS for any costs reasonably incurred in gathering requested information, in accordance with the schedule of fees outlined in Section 352.6 of the Administrative Support Manual. Management should provide the union an estimate and may require payment in advance. With this in mind, requests for information should not be denied solely due to compliance being burdensome and/or time consuming.

Accordingly, we agreed to remand this case to the parties at Step 3 for further processing, including arbitration if necessary.

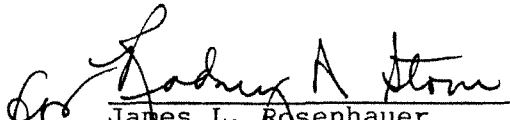
Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to remand this case.


Mr. James Connors

2

Time limits were extended by mutual consent.

Sincerely,


James L. Rosenhauer
Grievance & Arbitration
Division


James Connors
Assistant Director
Clerk Craft Division
American Postal Workers
Union, AFL-CIO



UNITED STATES POSTAL SERVICE
Labor Relations Department
475 L'Enfant Plaza, SW
Washington, DC 20005-4100

ARTICLE	17
SECTION	
SUBJECT	
INTERVIEW	
RECEIVED RMP.	

Mr. Jim Lingberg
National Representative-at-Large
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4107

DEC 16 1987

Re: Class Action
Orlando, FL 32802
H4C-3W-C 55195

Dear Mr. Lingberg:

On December 7, 1987, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether management properly remanded the union's information request back to the union.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented as to the meaning and intent of Article 17 of the National Agreement. It was further agreed that in accordance with the National Agreement, Article 17, Section 3, which states in part;

"The steward, chief steward or other union representative certified in accordance with Section 2 above may request and shall obtain access through the appropriate supervisor to review the documents, files and other records necessary for processing a grievance or determining if a grievance exists and shall have the right to interview the aggrieved employee(s), supervisors and witnesses during working hours. Such requests shall not be unreasonably denied."

Therefore, this is a local issue suitable for regional determination.

Accordingly, we agreed to remand this case to the parties at Step 3 for further processing, including arbitration if necessary.


Jim Lingberg


2

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to remand this case.

Time limits were extended by mutual consent.

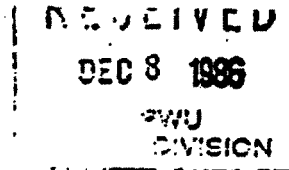
Sincerely,


Samuel M. Pulcrano
Grievance & Arbitration
Division


Jim Lingberg
National Representative-at-Large
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO



UNITED STATES POSTAL SERVICE
Labor Relations Department
475 L'Enfant Plaza, SW
Washington, DC 20005-4100



Art. 15

DEC 5 1986

ARTICLE	15
SECTION	
SUBJECT	
<i>Step 2</i>	
<i>Marked</i>	

Mr. Robert L. Tunstall
Assistant Director
Clerk Craft Division
American Postal Workers
Union, AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399

Re: Class Action
Gulf Breeze, FL 32561
H4C-3W-C 14958

Dear Mr. Tunstall:

On July 22, 1986, and again on November 10, 1986, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether management violated the National Agreement by not scheduling a Step 2 meeting on grievance #9-85.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. This is a local dispute suitable for regional determination by application of Article 15, Section 2, of the National Agreement to the particular circumstances.

The parties at this level agree that management has an obligation to meet with the union at Step 2 as long as the union has met the procedures outlined in Article 15.2, Steps 1 and 2 of the National Agreement.

Accordingly, we agreed to remand this case to the parties at Step 3 for further processing, including arbitration if necessary.

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to remand this case.

Mr. Robert L. Tunstall

2

Time limits were extended by mutual consent.

Sincerely,

Muriel A. Aikens
Muriel A. Aikens
Grievance & Arbitration
Division

Robert L. Tunstall 1-13-87
Robert L. Tunstall
Assistant Director
Clerk Craft Division
American Postal Workers
Union, AFL-CIO



UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20260

ARTICLE	17
SECTION	
SUBJECT	
INFO. REQUEST	
SUP. P.T. REC.	

NOV 13 1986

Mr. James Connors
Assistant Director
Clerk Craft Division
American Postal Workers
Union, AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399

Re: Class Action
Greensboro BMC, NC 27495
H4T-3P-C 10526

Dear Mr. Connors:

On October 15, 1986, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether management violated the National Agreement by denying the union's request for supervisor's 3972's.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. We further agreed that no national interpretative issue is fairly presented in the particulars evidenced in this case. We further agreed that if the local union can substantiate that the subject information is relevant to establish desperate treatment, the information requested will be granted. However, this can only be determined after full development of the fact circumstances involved in this case. Therefore, this case is suitable for regional determination.

Accordingly, we agreed to remand this case to the parties at Step 3 for further processing, including arbitration, if necessary.

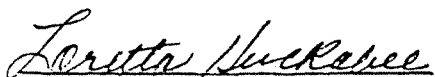
Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to remand this case.

Mr. James Connors

2

Time limits were extended by mutual consent.

Sincerely,



Loretta Huckabee
Labor Relations Department



James Connors
Assistant Director
Clerk Craft Division
American Postal Workers
Union, AFL-CIO



UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20260

Mr. James Connors
Assistant Director
Clerk Craft Division
American Postal Workers
Union, AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399

JUN 07 1985

ARTICLE	17
SECTION	
SUBJECT	Reasonable Release

Re: Class Action
Jacksonville BMC, FL 32099
H1C-3W-C 44345

Dear Mr. Connors:

On May 9, 1985, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether management violated Article 17 by allowing the union steward to meet with affected grievants for a specified amount of time only.


During our discussion, it was mutually agreed that the following would represent a full settlement of this case:


Employees should be permitted, under normal circumstances, to have a reasonable amount of time to consult with their steward. Reasonable time cannot be measured by a predetermined factor.

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to settle this case.

Time limits were extended by mutual consent.

Sincerely,


Leslie Bayliss
Labor Relations Department


James Connors
Assistant Director
Clerk Craft Division
American Postal Workers Union,
AFL-CIO



UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20000

ARTICLE	17
SECTION	
SUBJECT	
SUPER	
SENIORITY	

JUL 20 1984

Mr. Halline Overby
Assistant Secretary-Treasurer
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, N.W.
Washington, D.C. 20001-2197

Re: K. Teslak
Dearborn, MI 48120
H1N-4B-C 26932

Dear Mr. Overby:

On May 25, 1984, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

We mutually agreed that the dispute in this grievance may be resolved in full in a manner similar to that in H1N-2B-C 7422.

If the grievant, a full-time regular, was the designated steward in his station, and he was qualified for an assignment in his station, he should not have been transferred involuntarily to another station or branch. Management may, however, take whatever action as appropriate and necessary, e.g., excessing of the junior full-time carrier, in order to provide the grievant with an assignment at his original station.


Implementation of this agreement is on a prospective basis and only if the union wishes to pursue the remedy requested. Accordingly, the grievance is remanded to Step 3 for further processing as required.


Mr. Halline Overby

2

Time limits were extended by mutual consent.

Sincerely,


Robert D. Eugene
Labor Relations Department


Halline Overby
Assistant Secretary-Treasurer
National Association of Letter
Carriers, AFL-CIO



UNITED STATES POSTAL SERVICE
478 L'Enfant Plaza, SW
Washington, DC 20260

ARTICLE	17
SECTION	
SUBJECT	
ALTERNATE	
STEWARD	

Mr. Halline Overby
Assistant Secretary-Treasurer
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, N.W.
Washington, D.C. 20001-2197

MAY 24 1984

Re: R. Spiegler
Enfield, CT 06082
HIN-1J-C 5026

Dear Mr. Overby:

On February 17, 1984, and again on May 2, 1984, we met to discuss the above-captioned case at the fourth step of the contractual grievance procedure set forth in the 1981 National Agreement.

The question raised in this grievance is whether management violated Article 17 of the National Agreement by not allowing the alternate steward time to process a grievance which he had initiated.

During our discussion, it was mutually agreed that the following would represent a full settlement of this case.

Once an alternate steward has initiated a grievance, the alternate steward may continue processing that grievance, as determined by the union. However, only one steward will be given time for processing the grievance.

Please sign and return the enclosed copy of this letter as your acknowledgment of the agreement to settle this case.

Time limits were extended by mutual consent.

Sincerely,

Leslie W. Bayliss
Leslie W. Bayliss
Labor Relations Department

Halline Overby
Halline Overby
Assistant Secretary-Treasurer
National Association of Letter
Carriers, AFL-CIO



82/1/ 82-

UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20260

DEC 23 1983

Mr. James Conners
Assistant Director
Clerk Division
American Postal Workers Union,
AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399

ARTICLE	17
SECTION	
SUBJECT	
INFO. REQUEST	
PRODUCTIVITY	
RECORD	

Re: S. Steven
Seattle, WA 98109
H1C-5D-C 13804

Dear Mr. Conners:

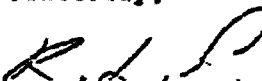
On December 8, 1983, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.


The grievance concerns whether the steward, on learning that local management is maintaining records of productivity of manual-distribution clerks, is entitled to review those records pursuant to Article 17, Section 3.

We mutually agreed that the steward certainly is entitled to review records of this nature pursuant to Article 17 and Article 31.

Please sign and return the attached copy of this decision as acknowledgment of agreement to resolve this case.

Sincerely,


Robert L. Eugene
Labor Relations Department


James Conners
Assistant Director
Clerk Division
American Postal Workers Union,
AFL-CIO



UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20260

October 24, 1983

Mr. Kenneth D. Wilson
Assistant Director
Clerk Division
American Postal Workers
Union, AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399

ARTICLE	17
SECTION	3
SUBJECT	INFORM.
REQ.	Sup. Dir. Records

Re: Class Action
Athens, GA 30601
HLC-3D-C 24168

Dear Mr. Wilson:

On October 4, 1983, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The question in this grievance is whether management violated Article 17 of the National Agreement by denying a union steward's request for a copy of a letter of warning issued to a supervisor.

During our discussion, we agreed that, as provided in Article 17.3, the steward, chief steward, or other union representative may request and shall obtain access through the appropriate supervisor to review the documents, files and other records necessary for processing a grievance or determining if a grievance exists. We agreed that under certain unique circumstances, a letter of warning issued to a supervisor or another employee could become a necessary document.

We further agreed that the question of whether the letter of warning in this case is a necessary document, as described above, is not a matter that requires national level interpretation by rather application of Article 17.3 to the fact circumstances.

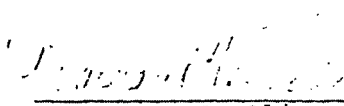
Accordingly, as agreed, this case is hereby remanded to the parties at Step 3 for further processing and arbitration, if necessary,

Kenneth D. Wilson

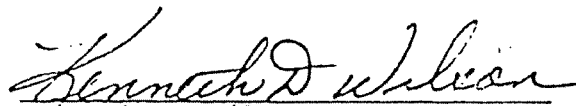
2

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to remand this case.

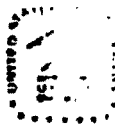
Sincerely,



Margaret H. Oliver
Labor Relations Department



Kenneth D. Wilson
Assistant Director
Clerk Division
American Postal Workers
Union, AFL-CIO



UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza SW
Washington, DC 20060

AUG 2 4 1983

Mr. Kenneth D. Wilson
Assistant Director
Clerk Division
American Postal Workers
Union, AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399



Re: Class Action
Largo, FL 33540
HLC-3W-C 21550

Dear Mr. Wilson:

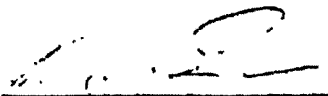
On July 26, 1983, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.


We failed to find an interpretive dispute in this case.

Discussions held pursuant to Article 16, Section 2, shall be held in private between the employee and the supervisor, and constitute the corrective action for the minor offense involved. Discussions which involve fact-finding (investigatory interview) and which may lead to discipline entitle the employee to representation, if requested.

Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to remand this case.

Sincerely,


Robert L. Eugene
Labor Relations Department

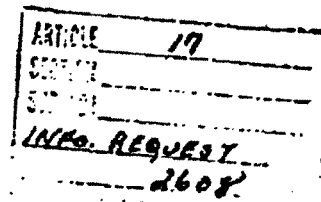
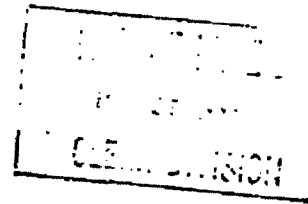

Kenneth D. Wilson
Assistant Director
American Postal Workers
Union, AFL-CIO



UNITED STATES POSTAL SERVICE

475 L'Enfant Plaza, S.W.
Washington, D.C. 20005

May 25, 1983



Mr. Kenneth D. Wilson
Assistant Director
Clerk Division
American Postal Workers
Union, AFL-CIO
817 - 14th Street, N.W.
Washington, D.C. 20005-3399

Re: I. Hacker
San Francisco, CA 94119
HIC-5C-C 7210

Dear Mr. Wilson:

On April 27, 1983, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

We mutually agreed that there was no interpretive dispute between the parties at the national level as to the meaning and intent of Article 17 of the National Agreement, as it concerns release of Form 2608 to union representatives. We further agreed to the following:

1. The PS Form 2608 is not completed by the Postal Service at the time of the Step 1 discussion. Therefore, it is not available for the union to review until Step 2.
2. If the union requests to review the completed Form 2608 at Step 2 or any subsequent step of the grievance procedure, it will be made available.

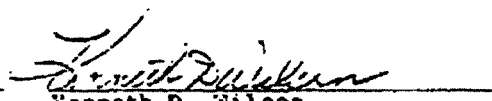
Mr. Kenneth D. Wilson

2

Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to resolve this case.

Sincerely,


Robert L. Eugene
Labor Relations Department


Kenneth D. Wilson
Assistant Director
Clerk Division
American Postal Workers
Union, AFL-CIO



M-00796

UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20260

February 4, 1983

ARTICLE	17
SECTION	
SUBJECT	
INTERVIEW	
Non Postal	

Mr. Balline Overby
Assistant Secretary-Treasurer
National Association of Letter Carriers, AFL-CIO
100 Indiana Avenue, N.W.
Washington, D.C. 20001

Re: M. Bottorff
Miami, FL 33152
H1N-3W-C 11184

Dear Mr. Overby:

On December 20, 1982, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The matters presented as well as the applicable contractual provisions have been reviewed and given careful consideration.

We mutually agreed to resolve this grievance with the following memorandum of understanding negotiated at the national level.

The parties agree to recognize the following as nationally-established policy regarding a steward's request to leave the work area while on-the-clock to interview a non-postal witness:

In accordance with Article 17 of the 1981 National Agreement, a steward's request to leave his/her work area to investigate a grievance, shall not be unreasonable denied. Subsequent to determining that a non-postal witness possesses relevant information and/or knowledge directly related to the instant dispute under investigation, a steward may be allowed a reasonable amount of time on-the-clock, to interview such witness, even if the interview is conducted away from the postal facility. However, each request to interview witnesses off postal premises must be reasonable and viewed on a case-by-case basis. For example, it is not unreasonable for a supervisor and/or steward to telephone the

Mr. Halline Overby


2


prospective witness to ascertain availability and willingness to be interviewed and, if willing, to establish a convenient time and locale.

Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to resolve this case.

The time limits were extended by mutual consent.

Sincerely,


Robert L. Eugene
Labor Relations Department


Halline Overby
Assistant Secretary-Treasurer
National Association of Letter
Carriers, AFL-CIO

25, 8

May 12, 1982

ARTICLE	25
SECTION	
SUBJECT	
DETAILS	
WRITTEN ORDERS	

Mr. Gerald Anderson
Executive Aide. Clerk Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: O. Akima
Honolulu, HI 96820
H1C-5E-C-2321

Dear Mr. Anderson:

On April 20, 1982, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

We mutually agreed that the number of issues raised by this grievance make proper interpretive consideration at this level very difficult, however, after a thorough discussion we concluded the following:


1. Employees detailed to higher level work shall be given a written management order ..., but the failure of management to give a written order is not grounds for denial of higher level pay if the employee was otherwise directed to perform the duties (Article 25, Section 3).
2. Union stewards are not precluded from obtaining access to materials necessary to process a grievance because management considers the grievance untimely (Article 17, Section 3).


3. The extent to which the grievant may be entitled to out-of-schedule and/or higher level pay, if any, should be based upon application of the provisions of the National Agreement to local fact circumstances.

Accordingly, as further agreed, this case is hereby remanded back to Step 3 for further processing by the parties at that level.

Please sign the attached copy of this decision as your acknowledgment of agreement to remand this case.

Sincerely,


Robert L. Eugene
Labor Relations Department


Gerald Anderson
Executive Aide, Clerk Craft
American Postal Workers Union,
AFL-CIO



UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20000

March 4, 1982

ARTICLE	17
SECTION	
PUB 1577	

*Super Seniority
Split Duty Station*

Mr. Kenneth Wilson
Administrative Aide, Clerk Craft
American Postal Workers Union,
AFL-CIO
817 - 14th Street, N. W.
Washington, D. C. 20005

*SALT LAKE CITY
AB-W-956 - Mark
AB-W-967 - Pre-art*

Dear Mr. Wilson:

On February 3, you met with Mort Miller in pre-arbitration discussion of H8C-5P-C-11643 and H8C-5P-C 11827. After a discussion of the issues, it was mutually agreed that the following would represent a full settlement of these cases.

When, in accordance with Article 12, Section 4 of the National Agreement, it is proposed to reassign within an installation an excess employee serving as a steward, said employee, per Article 17, Section 3 of the National Agreement, will not be involuntarily transferred from his station or branch if there is work for which that employee is qualified in that station or branch.

Please sign the attached copy of this letter acknowledging your agreement with this settlement, withdrawing H8C-5P-C-11643 and H8C-5P-C 11827 from the pending national arbitration listing.

Sincerely,

W. E. Henry Jr.
William E. Henry Jr.
Director
Office of Grievance
and Arbitration
Labor Relations Department

Kenneth Wilson
Kenneth Wilson
Administrative Aide, Clerk
Craft
American Postal Workers Union,
AFL-CIO

MAR 05 1982



UNITED STATES POSTAL SERVICE

475 L'Enfant Plaza, SW
Washington, DC 20260

December 18, 1981

ARTICLE	17
SECTION	
SUBJECT	INFO. REQUEST
	TIMELY FURNISHING

Mr. Kenneth D. Wilson
Administrative Aide, Clerk Craft
American Postal Workers Union, APL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: **AP-S-2720**
Class Action
Key West, FL 33040
H8C-3W-C-35511

Dear Mr. Wilson:

On November 30, 1981, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

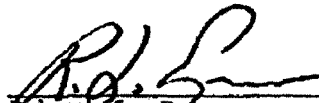
We mutually agreed that there was no interpretive dispute between the parties at the National level as to the meaning and intent of Article XXXI or Article XVII of the National Agreement as they relate to a union steward's request for copies of, or access to documents, files and other records necessary for processing a grievance or determining if a grievance exists.

The parties agree that there shall be no "game playing" with regard to the above. If the Union requests copies of information as per Article XXXI, they may be required to pay just costs reasonably incurred in obtaining the information and the information shall be furnished in a timely manner. When a steward requests to review information as per Article XVII, such a request shall not be unreasonably denied and it shall be furnished in a timely manner.

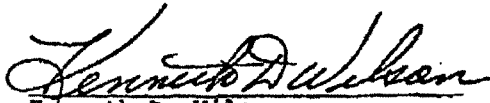
The information requested by the steward in this grievance by letter dated July 11, 1981, shall be furnished, notwithstanding the dispute between the parties concerning the information requested earlier in a letter dated March 25, 1981.

Please sign the attached copy of this case as your
acknowledgment of agreeemnt to resolve this grievance.

Sincerely,



Robert L. Eugene
Labor Relations Department



Kenneth D. Wilson
Administrative Aide, Clerk Craft
American Postal Workers Union,
AFL-CIO



M. 00127

EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

NOV 22 1978

ARTICLE	17
SECTION	
SUBJECT	
RELEASE	
ALTERNATE TIME	

Mr. Thomas D. Riley
Assistant Secretary-Treasurer
National Association of Letter Carriers, AFL-CIO
100 Indiana Avenue, NW
Washington, DC 20001

Re: C. Nelson
St. Louis, MO
NC-C-16045/By-Pass

Dear Mr. Riley:


On November 9, 1978, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

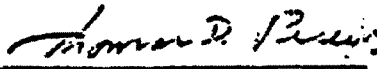
The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

During our Step 4 meeting, we mutually agreed to consider this grievance resolved based on the following: If management must delay a steward from investigating or continuing to investigate a grievance, management should inform the steward involved of the reasons for the delay and should also inform the steward of when time should be available. Likewise, the steward has an obligation to request additional time and to state reasons why this additional time is needed. Requests for additional time to process grievances should be dealt with on an individual basis and not be unreasonably denied.

Please sign the attached copy of this letter as your acknowledgment of the agreed to settlement.

Sincerely,


Daniel A. Kahn
Labor Relations Department


Thomas D. Riley
Assistant Secretary-Treasurer
National Association of Letter
Carriers, AFL-CIO



M 0012

EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

NOV 18 1977

ARTICLE	17
DATE	
SUBJECT	
INTERVIEW	
WITNESSES	

Mr. Thomas D. Riley
Assistant Secretary-Treasurer
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, N. W.
Washington, D. C. 20001

Re: Branch 1477
St. Petersburg, FL.
NC-S-8463/N5-FL-13148

Dear Mr. Riley:

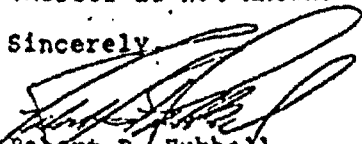
On October 25, 1977, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

The delivery of disciplinary notices to employees as cited in this grievance file is not per se bargaining unit work. This aspect of the grievance is denied.

Article XVII, Section 3 of the National Agreement states that interviews with aggrieved employees, supervisors and witnesses shall not be unreasonably denied. It is anticipated that supervisors will respond to reasonable and germane questions during the investigation of a grievance. In this instance the specific nature of the questions and/or reasons for the response or lack thereof is not known.

Sincerely,


Robert B. Hubbell
Labor Relations Department



EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

August 18, 1976

Mr. Alfred K. May
Assistant Secretary-Treasurer
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, NW
Washington, DC 20001

ARTICLE	17
SECTION	
SUBJECT	
INFORMATION REQUEST	
OFFICIAL PERSONNEL FOLDER	

Re: NALC Local
(S. E. Olsen)
Bristol, PA
NC-E-2263(NC-60)/E3-DEL-VAL-440

Dear Mr. May:

On July 8, 1976, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

The evidence presented does not support the allegation that the referenced steward was improperly denied the right to investigate and adjust a grievance.

No violation of the National Agreement has occurred; therefore, the grievance is denied.

However, we agree that a steward should be allowed to review an employee's Official Personnel Folder during his regular working hours depending upon relevancy in accordance with the applicable provisions of Article XVII, Section 3.

Sincerely,

William J. Downes
Labor Relations Department



EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20380

November 18, 1974

Mr. Tony R. Huerta
Secretary Treasurer
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, NW
Washington, DC 20001

ARTICLE	17
SECTION	
SUBJECT	
INFORMATION REQUEST	
CUSTOMER COMPLAINT	

R1

NB-C-1930 (N-37)/3-DET-419

Dear Mr. Huerta:

On September 4, 1974, we met with you to discuss the above captioned grievance at the fourth step of our contractual grievance procedure.

The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

In this case an employee was disciplined as a result of a customer complaint. The union grieved the discipline action and requested the name and address of the complaining customer. Local officials refused to divulge the requested information contending that there were previous instances where the union had harassed complaining customers.

It is our decision, in this instance, that the union has a right to the requested information. Accordingly, the grievance is sustained. We would like to note however that union officials will be held accountable for their conduct towards US Postal Service customers.

Sincerely,

William J. Downes
Labor Relations Department



ARTICLE	16
SECTION	
SUBJECT	LETTER WARNING IN LIEU OF SUSPENSION

SENIOR ASSISTANT POSTMASTER GENERAL
EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

February 15, 1974

MEMORANDUM FOR: Assistant Regional Postmasters General
Employee and Labor Relations

SUBJECT: Letters of Warning

By memorandum dated November 13, 1973, there was established as USPS policy the utilization of letters of warning in lieu of suspensions of less than five (5) days. This same policy is effective throughout the grievance process where consideration is being given to a reduction in discipline imposed. If a suspension of five (5) days or more is reduced administratively, the reduction should be to a letter of warning rather than a suspension of four (4) days or less, unless such short suspension constitutes an agreed upon settlement of the grievance.

Please review your existing discipline cases to insure that this policy is operative and take the necessary corrective action where necessary to insure compliance.

Sincerely,

Darrell F. Brown

PART III

EXCERPTS FROM

EMPLOYEE

LABOR RELATIONS

MANUAL

ELM: 420

**WAGE ADMINISTRATION
POLICY FOR
BARGAINING UNIT
EMPLOYEES**

420 Wage Administration Policy for Bargaining Unit Employees

421 General Principles and Terms

421.1 Scope

This subchapter establishes the conditions and procedures for setting the wages for Postal Service™ employees covered by collective bargaining agreements.

Note:

- a. *Consistency With Agreements.* It is not the intent of these instructions to amend or conflict with the provisions of the collective bargaining agreements negotiated between the Postal Service and the officially recognized labor unions. The applicable provisions of a collective bargaining agreement control in the event of any conflict with this subchapter.
- b. *Categorization of Bargaining Units.* [Exhibit 421.7](#) provides a categorization of bargaining unit employees.
- c. *Employee Classifications.* Employee classifications for bargaining unit employees appear in 432.111.

421.2 Objectives

The principal objectives of the wage administration policies are:

- a. To provide uniform compensation rules and practices consistent with the provisions of the bargaining unit agreements for the establishment of wage rates for employment, reassignment, promotion, and other changes in the pay status of bargaining unit employees.
- b. To provide for the effective administration of wage expenditures.

421.3 Responsibilities

421.31 Assigning Positions to Salary Schedules

The executive vice president of Human Resources is responsible for determining the appropriate salary schedule for each position covered in 420.

Note:

- a. A position is the aggregate of all the current duties and responsibilities contained in a work assignment. These duties and responsibilities are to be performed during an employee's full working schedule, as normally reflected in the authorized position description.
- b. The procedures for authorizing and ranking bargaining unit positions appear in 230 and 240.

- c. Each bargaining unit position is assigned to one of the authorized salary schedules, based upon the established categories listed in [Exhibit 421.7](#).

421.32 **Setting Wages**

The appointing official has primary responsibility for setting the wage of an employee according to the guidelines for the appropriate salary schedule (see 422.12). Higher level approval is required when appropriate or when specified (see 422.514 and 422.714).

421.4 **Definitions**

421.41 **Appointments**

The types of appointments are as follows:

- a. *Career appointment* — a new hire for an appointment without time limit requiring the completion of a probationary period that confers full employee benefits and privileges. The term applies to (a) new employees, (b) former employees who are being reinstated, (c) employees transferring from federal agencies, and (d) current Postal Service employees who choose to transfer to or from the rural carrier craft.
- b. *Temporary/casual appointment* — a new hire for a time-limited appointment; does not apply to bargaining unit employees.
- c. *Appointment to additional position* — applies to cases of dual employment, as described in 422.15, when an existing employee is appointed up to three additional positions.

421.42 **Assignments**

The types of assignments are as follows:

- a. *Permanent assignment* — simply called *assignment*; a set of specific duties at a specified location in a specified schedule related to an employee's position description. For postal police officers, an individual preferred schedule consists of a desired tour and nonscheduled days at a work facility.
- b. *Temporary assignment* — the assignment of an employee for a short period of time to perform duties and responsibilities other than those specifically contained in his or her position description when a formal personnel action is not required.
 - (1) Employees assigned to higher level duties may receive higher level pay (see 422.14).
 - (2) Employees other than rural carriers assigned to lower level duties continue to receive their regular pay. In the rural carrier craft, compensation is dependant upon the evaluated route hours or length of the assigned route.
 - (3) For postal police officers, temporary assignment is a transfer to another schedule (tour and days off) or work facility.

421.43 **Change Actions**

The types of change actions are as follows:

- a. *Promotion* — the permanent assignment of an employee (a) to an established position having a higher grade than the position to which the employee was previously assigned in the same schedule or (b) to a position with a higher than equivalent grade (see [Exhibit 418.1](#)) in another schedule.
- b. *Reassignment* — the permanent assignment or relocation of an employee (a) to another established position with the same grade in the same schedule or (b) to a position with an equivalent grade (see [Exhibit 418.1](#)) in another schedule, also called *lateral assignment* or simply *lateral*. For postal police officers, reassignment is a permanent transfer to another work facility.
- c. *Demotion* — the permanent assignment due to unsatisfactory performance of an employee (a) to an established position with a lower grade in the same schedule or (b) to a position with a lower than equivalent grade (see [Exhibit 418.1](#)) in another schedule, also called *disciplinary reduction*.
- d. *Voluntary reduction* — the permanent assignment at the request of the employee (a) to an established position with a lower grade in the same schedule or (b) to a position with a lower than equivalent grade (see [Exhibit 418.1](#)) in another schedule.
- e. *Management action reduction* — the permanent, nondisciplinary, and involuntary, assignment of an employee for reasons such as changes in job ranking criteria and job elimination (a) to an established position with a lower grade in the same schedule or (b) to a position with a lower than equivalent grade (see [Exhibit 418.1](#)) in another schedule. Rate retention provisions apply in cases of this type of reduction (see 421.5).

421.44 **Terms**

The wage terms are as follows:

- a. *Basic wage* — the annual, daily, or hourly rate of pay provided by the applicable salary schedule for the employee's assigned position.
- b. *Compensation* — the same as an employee's basic wage plus special pay.
- c. *Special pay* — pay and allowances for additional and premium hours. See 430 for special pay provisions, which include the following:
 - (1) Overtime pay (see 434.1).
 - (2) Night differential (see 434.2).
 - (3) Sunday premium (see 434.3).
 - (4) Holiday-worked pay (see 434.5).
 - (5) Out-of-schedule overtime (see 434.6).
 - (6) Information service center on-call pay (see collective bargaining agreement).
 - (7) Territorial cost-of-living allowance — TCOLA (see 439).

Wage Administration Policy for Bargaining Unit Employees

- d. *Grade* — the numerical salary standing and salary range in the salary schedule assigned to a position; also called *salary grade*.
- e. *Equivalent grade* — the grade in one salary schedule that is most similar in salary range to the grade in another salary schedule whether bargaining or nonbargaining (see [Exhibit 418.1](#)). (See 418 for wage adjustment rules for assignments to a different salary schedule.)
- f. *Step* — the number or letter assigned to specific wage rates within a grade of a salary schedule. Maximum step is the highest schedule step for a position.
- g. *Salary standing* — the step rate or percentile with respect to the appropriate salary schedule.
- h. *Red-circle amount* — the dollar portion of an employee's salary that is in excess of the maximum salary of the grade and that results from the saved rate provisions described in 421.52.
- i. *Promotion* — an increase in an employee's pay grade, within a rate schedule or as a result of a movement to a different rate schedule, determined to be a promotion by [Exhibit 418.1](#).
- j. *Repromotion* — a promotion to a grade equivalent to that originally held before reduction in grade occurred (see 421.5).
- k. *Interim promotion* — a promotion to a grade lower than a grade held before reduction in grade (see 422.123).
- l. *Reduction in grade* — a voluntary or involuntary change to lower or lower than equivalent level.

421.45 **Wage Increases**

The types of wage increases are as follows:

- a. *General increase* — an across-the-board wage increase in the step rate or salary range that applies to all employees within the specified category.
- b. *Step increase* — an increase that represents advancement from one step to the next within a specific grade of a position dependent on satisfying certain waiting period criteria (see 422.13); also called *periodic step increase*. To be eligible for a step increase, occupational health nurses and postal police officers must in addition satisfy certain performance criteria (see 422.53 and 422.83).

Most prevalent step is the dollar amount determined by calculating the most frequently occurring incremental amount between steps within a grade level, known in mathematics as the *mode*. When two amounts occur the same number of times, the higher of the two amounts is designated as the *most prevalent step*. In the unusual circumstance in which there are multiple most prevalent steps (multiple modes), the most prevalent step chosen is the most similar to historical precedent.

- c. *Equivalent increase* — any increase other than a general increase, a quality step increase, or an incentive award that results in a total increase equal to or greater than the most prevalent step in the salary range for the employee's position and grade. The following is applicable:
 - (1) When moving between salary schedules, there may be an equivalent increase if the total amount of an increase exceeds the most prevalent step in the salary range for the employee's former position.
 - (2) A new waiting period begins on the effective date of an equivalent increase, except as described in 422.123a(4) for repromotions and in 422.125 for reduction in grade.
- d. *Quality step increase* — an increase in addition to a periodic step increase granted on or before expiration of required waiting periods in recognition of extra competence (see 475.3).
- e. *Cost-of-living adjustment (COLA)* — a general increase based on increases in the consumer price index (CPI) over a base month as specified by collective bargaining agreements.

421.5 Rate Retention Provisions

421.51 Protected Rate

421.511 Explanation

An individual employee who is assigned to a lower grade position has a protected rate (i.e., continues to be paid the wage he or she received in the previous higher grade position, as detailed in 421.512, below, augmented by any general increases granted (see also 422.113)), for a specified period of 2 calendar years provided all of the following conditions are satisfied:

- a. The employee is serving under a career appointment.
- b. Reduction in salary standing is not disciplinary (for personal cause) or voluntary (at the request of the employee).
- c. The employee served for 2 continuous years immediately preceding the effective date of reduction in a position with a salary standing higher than that to which reduced.
- d. Salary in the higher salary standing was not derived from a temporary appointment or temporary assignment.
- e. Reduction in salary standing is not caused by a reduction in force due to lack of funds imposed on the Postal Service by outside authority or curtailment of work. For this purpose, curtailment of work does not include reduction in revenue unit category of any Post Office or reduction in route mileage on a rural route.
- f. Employee's performance of work was satisfactory at all times during such period of 2 calendar years.

421.512 Rate Determination

The basic wage of an employee entitled to a protected rate is *the lowest* of the following:

- a. The employee's basic wage at the time of reduction.

Wage Administration Policy for Bargaining Unit Employees

- b. An amount that is 25 percent more than the maximum basic wage for the new grade (i.e., the grade to which reduced).
- c. The basic wage in the *lowest* salary standing that the employee held during the 2 years immediately preceding reduction in salary standing, augmented by each step increase he or she would have earned in such salary standing.

Note: For rural carriers serving evaluated routes, the existing basic wage includes additional heavy duty compensation up to 40 hours.

421.513 **Duration**

An employee who is entitled to a protected rate retains the protected rate, augmented by general increases, for 2 calendar years from the effective date of the protected rate. If, before the 2 years expires the employee is again reduced in salary standing, the following applies:

- a. A new protected rate period of 2 calendar years begins.
- b. The new protected rate is redetermined according to the rule in 421.512 in relation to the salary standing following the latest reduction.

421.514 **Termination**

Rate protection ceases at the beginning of the pay period following a determination that an employee is no longer entitled to protection for any one of the following reasons:

- a. A break in service of 1 workday or more.
- b. Reduction to a lower salary standing (1) for disciplinary reasons or (2) at employee's own request.
- c. Promotion (or other advancement) of an employee to a higher grade in the same rate schedule, or to a position with a higher than equivalent grade in another rate schedule that includes a maximum wage equal to or above the protected rate. For the protected rate special pay status to terminate in this circumstance, the employee must be first slotted to the appropriate step in the new grade that represents a wage equal to or above that protected by the special pay status.
- d. Change in compensation of the employee to a basic wage equal to or higher than the protected rate for any reason other than by a general increase.

421.515 **Effect on Other Compensation**

Rate protection affects other compensation as follows:

- a. *Promotion Rules.* In applying the promotion rules, the former basic wage is the basic wage the employee would have received except for the protected rate.
- b. *Rural Routes.* Equipment maintenance allowances on rural routes are paid in relation to the documented route to which the carrier is assigned.

421.516 **Documentation**

PS Form 50, *Notification of Personnel Action*, is used to notify an employee who is changed to a lower grade or salary standing of entitlement to rate

retention. The PS Form 50 contains under the Remarks section a reference to 421.5 explaining the amount and duration of the rate retention. The PS Form 50 is also used to notify an employee of the expiration of the rate retention status.

421.517 **Step Increases**

An employee with a protected rate continues to receive step increases in the grade to which the employee is reduced. However, under no circumstances can receipt of these step increases cause the employee's wage to exceed the maximum step of the lower grade.

421.52 **Saved Rate**

421.521 **Explanation**

Employees with a saved rate will continue to be paid the wage they received in the previous higher grade position, augmented by any general increases occurring while the saved rate is in effect. A saved rate differs from a protected rate in that it continues for an indefinite period, subject to the conditions explained below (see 421.522 through 421.526) and occurs in several different circumstances, as follows:

- a. An employee is given a *permanent, nondisciplinary, and involuntary* assignment to a lower grade due to a management action such as a change in job ranking criteria affecting more than one position under the same job description. In this case, *saved rate* means that the employee continues to receive the wage of the higher grade position.
- b. Management action effects a general increase that, when added to an employee's wage, produces a wage above the maximum rate for the grade. In this case, *saved rate* means that the amount of the general increase is added to the employee's wage and the employee continues to receive the new wage even though it is above the maximum for the grade.
- c. An employee accepts a job offer based on his or her limitations due to an injury on duty (see 546.143e).

421.522 **Red-Circle Amount**

The *red-circle amount* is the dollar portion of an employee's salary that is in excess of the maximum salary of the grade. An employee continues to receive a red-circle amount as long as he or she is in saved rate status. Note the following:

- a. Red-circle amount results from saved rate only. It does *not* result from protected rate.
- b. If an employee who receives a red-circle amount (under section C, Special Rule, Pay System for Employees, covered by the collective bargaining agreement of November 18, 1970) is subsequently promoted and later returned to the former position, the red-circle amount is restored.

421.523 Duration

Employees retain the saved rate for as long as they hold a position in the same or higher grade for which the maximum schedule rate is below the saved rate.

421.524 Termination

Saved rate is terminated for any of the following reasons:

- a. A break in service of 1 workday or more.
- b. Demotion or voluntary reduction.
- c. Promotion (or other advancement) of an employee to a higher grade in the same rate schedule, or to a position with a higher than equivalent grade in another rate schedule, which has a maximum wage equal to or above the saved rate. For the saved rate special pay status to terminate in this circumstance, the employee must be first slotted to the appropriate step in the new grade that represents a wage equal to or above that saved by the special pay status. See 421.525.
- d. Change in compensation of the employee to a basic wage equal to or higher than the saved rate for any reason other than by a general increase.

421.525 Effect on Promotion

If an employee with a saved rate is placed into a different position, the placement is compared to those in [Exhibit 418.1, Equivalent Grades](#), to determine whether or not the placement action is a promotion, change to lower level, or lateral reassignment. If the action is a promotion and the employee's saved wage exceeds the maximum of the new grade, then the saved rate special pay status continues following the promotion. However, if the promotion is to a higher grade in the same rate schedule, or to a position with a higher than equivalent grade in another rate schedule that includes a maximum wage equal to or above the saved rate, the employee is slotted to the appropriate step in the new grade, and the saved rate special pay status terminates.

421.526 Documentation

PS Form 50 is used to notify an employee of a saved rate status.

421.53 Saved Grade**421.531 Explanation**

Saved grade provisions can be invoked only in accordance with the applicable collective bargaining agreement. Decisions to disapprove saved grade are subject to review through the grievance and arbitration process. Saved grade must be approved by area Human Resources managers or their designees. Saved grade applies to all bargaining unit employees *except* the following:

- a. Employees in Operating Services Division at Headquarters and the Merrifield Engineering Support Center (APWU) (see 422.7).
- b. Employees under the National Postal Professional Nurses' (NPPN) Agreement (see 422.5).
- c. Employees under the Fraternal Order of Police, National Labor Council (FOP-NLC) Agreement (see 422.8).

421.532 **Duration and Termination**

The saved grade will be in effect for an indefinite period of time subject to the conditions below:

- a. To continue to receive a saved grade, an employee must bid or apply for all vacant jobs in the saved grade for which he or she is qualified.
- b. If the employee fails to bid or apply, the employee loses the saved grade status immediately.
- c. The Information Service Centers collective bargaining agreement requires that, in order to retain the saved grade, employees bid or apply for reassignment to their former grade or to any position at a grade between that of their former grade and present grade.

421.533 **Step Increases**

An employee with a saved grade continues to receive step increases in the saved grade. However, under no circumstances can these step increases exceed the maximum step of the saved grade (see 421.45b).

421.6 **Changes in Compensation Following Review or Audit**

A review or audit of a position may result in a change in compensation if a decision is made to change the evaluation of the position or its identification. The compensation change occurs at the beginning of the pay period following the date of the decision.

421.7 **Rate Schedule Summary and References**

[Exhibit 421.7](#), *Rate Schedule Summary and References*, outlines the rate schedule codes (RSCs) for the categories and subcategories of bargaining unit employees, their salary schedule acronyms, and their grade ranges. It also provides references to ELM sections with appropriate exhibits and explanations.

421.8 **Calculation Methods**

421.81 **Exhibit 421.81, Higher Level Pay**

Exhibit 421.81, *Higher Level Pay*, provides calculation methods to use in computing higher level pay.

421.82 **Exhibit 421.82, Promotional Increases**

Exhibit 421.82, *Promotional Increases*, provides calculation methods to use in computing promotional increases.

421.82

Pay Administration
Wage Administration Policy for Bargaining Unit Employees

Exhibit 421.7

Rate Schedule Summary and References

Effective November 29, 2003

Rate Schedule Code (RSC)	Salary Schedule	Salary Schedule Acronym	Range	ELM 420 Reference
C CB	Mail Equipment Shops/Material Distribution Center	MESC-1 MESC-2	Grades 1–12	422.1
G	Postal Nurses	PNS	Grade 1	422.5
K	Operating Services Division	OSD	Grades 1–9	422.7
M	Mail Handlers	MH	Grades 4–6	422.3
N	Information Technology/Accounting Service Centers	IT/ASC	Grades 6–23	422.6
P PB	Postal Service	PS-1 PS-2	Grades 1–12	422.1
Q	City Carriers	CC	Grades 1–2	422.2
	Rural Carrier			422.4
R	Evaluated	RC	Hours 12–48	
R	Mileage	RCS	Miles 6–140	
R	Substitute Rural Carrier	RSCR	6-Day: Hours 12–48 5½-Day: Hours 41–46 5-Day: Hours 40–48	
B	Rural Auxiliary	RAUX	Grade 5	422.4
B	Rural Carrier Associate	RCA		
B	Rural Carrier Relief	RCR		
T	Tool and Die Shop	TDS	Grades 4–11	422.9
Y	Postal Police Officers	PPO	Grade 6	422.8

Exhibit 421.81

Higher Level Pay

Effective November 20, 1999

[Reserved]

Pay Administration
Wage Administration Policy for Bargaining Unit Employees

421.82

Exhibit 421.82 (p. 1)

Promotional Increase

Effective November 20, 1999

Note: Use this chart in conjunction with [Exhibit 418.1](#), Equivalent Grades, to determine whether or not a change represents an equivalent grade or a higher grade.

	To Rate Schedule													
	C – Mail Equipment Shops/Material Distribution Center (MES C-1)	CB – Mail Equipment Shops/Material Distribution Center (MES C-2)*	E – Executive & Administrative (EAS)	F – A-E Postmasters (A-E)**	G – Postal Nurses (PNS)	K – HQ Operating Services (OSD)	M – Mail Handlers (MH)	N – Information Technology/Accounting Service Centers (IT/ASC)	P – Postal Service (PS-1)	PB – Postal Service (PS-2)*	Q – City Carriers (CC)	R – Rural Carriers (RC)*	T – Tool & Die Shop (TDS)	Y – Postal Police Officers (PPO)
From Rate Schedule														
C – Mail Equipment Shops/Material Distribution Center (MES C-1)	–	9	2	–	1	1	1	1	–	9	1	3	1	1
CB – Mail Equipment Shops/Material Distribution Center (MES C-2)*	–	5	2	–	7	7	7	7	–	5	7	3	7	7
E – Executive & Administrative (EAS)	–	8	6	6	8	8	8	8	–	8	8	3	8	8
F – A-E Postmasters (A-E)**	–	8	6	–	8	8	8	8	–	8	8	3	8	8
G – Postal Nurses (PNS)	–	9	2	–	–	1	1	1	–	9	1	–	1	1
K – HQ Operating Service (OSD)	–	1	2	–	1	1	1	1	–	1	1	3	1	1
M – Mail Handlers (MH)	–	9	2	–	1	1	1	1	–	9	1	3	1	1
N – Information Technology/Accounting Service Centers (IT/ASC)	–	1	2	–	1	1	1	1	–	1	1	3	1	1
P – Postal Service (PS-1)	–	9	2	–	1	1	1	1	–	9	1	3	1	1
PB – Postal Service (PS-2)*	–	5	2	–	7	7	7	7	–	5	7	3	7	7
Q – City Carriers (CC)	–	9	2	–	1	1	1	1	–	9	1	3	1	1
R – Rural Carriers (RC)***	–	9	2	–	1	1	1	1	–	9	1	–	1	1
T – Tool & Die Shop (TDS)	–	8	2	–	8	8	8	8	–	8	8	3	4	8
Y – Postal Police Officers (PPO)	–	1	2	–	1	1	1	1	–	1	1	–	1	–

* New schedules effective 11/20/1999 for all new hires and promotions from within and from other rate schedules.

** For A-E postmasters promoted to full-time positions, first adjust the current wage to the full-time equivalent rate. For EAS employees promoted to A-E postmasters, compute the full-time equivalent rate per item number 7 in step 3 below, and convert to the A-E rate using the appropriate hours for the office.

*** Rural carriers promoted into a different salary schedule are converted first to the wage for a 40-hour evaluated route, attained step, before applying the applicable promotional increase.

Wage Adjustment Calculations — To use this chart:

Step 1. In the vertical list on the left side, locate the rate schedule of the employee's position before the change action.

Step 2. On the same line, cross over to the rate schedule of the position into which the employee is being assigned.

Exhibit 421.82 (p. 2)

Promotional Increase

Effective November 20, 1999

Note: Use this chart in conjunction with [Exhibit 418.1](#), Equivalent Grades, to determine whether or not a change represents an equivalent grade or a higher grade.

Step 3. Use the number found in that cell to choose from the following:

Number in Cell Above	Calculation Method to Use
1.	To current full-time salary, add two times the most prevalent step increment of the current grade (add three times for a promotion of three or more grades). Advance this amount to the next higher salary step in the new grade if between two steps. If the employee is promoted to a bargaining unit grade previously held (i.e., repromotion), refer to 422.123a(4).
2.	To the current full-time salary, add 5 percent. If the result is below the minimum or above the maximum of the new grade, the new salary is adjusted to fit within the range.
3.	Place at Step A all new regular rural carriers appointed from other schedules unless they were on Postal Service rolls before August 7, 1991. In that case, place instead at Step C.
4.	Assign the Incumbent Rate of the new position to employees promoted from the Incumbent Rate of the former position. For employees at less than the Incumbent Rate to the current full-time salary, add 2 percent for a one-grade promotion, and 3 percent increase for a two or more grade promotion.
5.	Use the PS and MESC Schedule 2 to Schedule 2 Promotion Chart. Note, however, that the bargaining unit repromotion rule does not apply to promotions within Schedule 2 (see Exhibit 422.123b).
6.	To the current full-time salary, add up to 8 percent. The new salary may not be below the minimum or exceed the maximum for the new grade.
7.	To the current full-time salary, add 2 step increments of the current grade. Advance this amount to the next higher salary step in the new grade if between two steps. If the employee is promoted to a bargaining unit grade previously held, place the salary and the next step the same as if the employee had remained in that grade.
8.	To the current full-time salary, add 5 percent. Advance this amount to the next higher salary step in the new grade if between two steps. If the employee is promoted to a bargaining unit previously held (i.e., repromotion), place the salary and next step date the same as if the employee had remained in that grade.
9.	Use the PS and MESC Schedule 1 to Schedule 2 Promotion Chart. Note: the bargaining unit repromotion rule does not apply to promotions to or within Schedule 2 (see Exhibit 422.123a).

422 **Salary Schedules Covered by Specific Agreements**

422.1 **Postal Service and Mail Equipment Shops/Material Distribution Center Salary Schedules**

422.11 **Salary System**

422.111 **Salary Schedules**

The relevant salary schedules are as follows:

- a. The Postal Service (PS) Schedule applies to clerks, vehicle service drivers, maintenance service employees, and vehicle maintenance employees. The PS schedule consists of PS Grades 1 through 12.
- b. The Mail Equipment Shops/Material Distribution Center (MESC) Schedule applies to bargaining unit employees in the mail equipment shops and the material distribution center. The MESC schedule consists of MESC Grades 1 through 12.

422.112 **Basis of Rates**

Rates are established as follows:

- a. *Annual Rates for Full-Time Employees.* The basic annual salaries for the grades and steps of the schedule are established for full-time employees on the basis of a work schedule of 2080 hours per annum.
- b. *Hourly Rates for Part-Time Employees.* The basic hourly rates of the schedule are determined as follows:
 - (1) For part-time regular schedule employees, divide the appropriate annual rate by 2,080 hours.
 - (2) For part-time flexible schedule employees, divide the appropriate annual rate by 2,000 hours.

422.113 **Cost-of-Living Adjustment**

Bargaining unit employees receive cost-of-living (COLA) as specified by their applicable collective bargaining agreement (see 421.45e).

422.114 **Setting Wages**

The appointing officer has primary responsibility for setting wages of employees according to the guidelines in 422.1.

422.115 **Employee Classifications**

The bargaining unit classifications in 432.111 that apply are:

- a. Full-time regular.
- b. Part-time regular.
- c. Part-time flexible.

422.12 **Change Action Pay Rules**422.121 **Career Appointment**

An employee new to the Postal Service hired with a career appointment is to be paid the rate for the first step of the grade of the position for which hired, except as specified below:

- a. *Reinstatement.* A former Postal Service employee is to be paid the rate for the first step of the grade of the position for which hired. However, for exceptional circumstances, as authorized by the district Human Resources manager, a former Postal Service employee may be placed in the first step that is less than one full step above the highest former basic wage (augmented by any general increases since the date of separation) — provided the new basic wage does not exceed the maximum step of the grade.
- b. *Congressional Service.* A new employee who has 2 or more years of service in the legislative branch and was paid by either house of Congress may be placed in the first step that does not exceed the highest previous basic wage (augmented by statutory pay increases).
- c. *Transfer of Function.* If a Postal Service installation assumes the function of a federal agency, the employee who performed the function may be transferred with the function. If so, the employee is placed in the first step that is less than one full step above the pretransfer basic wage — provided the basic wage does not exceed the maximum of the grade.
- d. *Veterans' Preference Eligible.* An employee whose service seniority is established pursuant to the appropriate entrance register standing (i.e., a veterans' preference eligible) is placed in the step attained by the lower eligible with the same anniversary date for step increases as the lower eligible. (See also Handbook EL-312, *Employment and Placement*.)
- e. *Hiring Into the Rural Carrier Craft.* A new employee to the Postal Service, or an existing employee hired since August 7, 1991, who transfers into the rural carrier craft, is given a new appointment and placed into Step A in the rural carrier pay schedule (RSC R or B). An existing Postal Service employee who has been on the rolls before August 7, 1991, who decides to transfer to the rural carrier craft is placed at Step C in the rural carrier pay schedule.
- f. *Hiring Into PS (RSC PB) and MESC (RSC CB) Schedule 2.* All employees new to the Postal Service are hired into the entry step of Schedule 2. All reinstated former employees are hired into the entry step of Schedule 2 or, at the discretion of the district Human Resources manager, into a higher Schedule 2 step that is less than one full step above the highest former basic salary (augmented by any general increases since the date of separation), providing the new basic salary does not exceed the maximum salary.

422.122 **Additional Appointment**

If an employee is appointed to an additional position, the compensation for the position is determined according to the rules for career appointment in 422.121 above. (See 422.15 for additional information about dual employment.)

422.123 **Promotion Rules**

Note: See 421.43a and 421.44i for definition of *promotion*, and consult [Exhibit 418.1](#), *Equivalent Grades*, to determine whether or not a personnel action represents a promotion.

Rules are as follows:

a. *Basic Rules.* The basic rules are as follows:

(1) *Promotion From PS or MESC Schedule 1.* For this promotion:

- (a) To a position in PS (RSC PB) or MESC (RSC CB) Schedule 2: Assign the proper step in Schedule 2 by referring to [Exhibit 422.123a](#). A new step waiting period begins on the effective date of the promotion.
- (b) To a position in EAS (RSC E): Add 5 percent to the current full-time salary. If the result is below the minimum or above the maximum of the new grade, the new salary is adjusted to fit within this range.

Note: Promotions to FLSA-exempt EAS-15 to EAS-18 positions that supervise two or more full-time equivalent bargaining unit employees are instead given a supervisory differential adjustment, as described in 413.21(d).

Note: For promotion from this schedule to a nonbargaining schedule, see 413.

- (c) To a position in PNS (RSC G), OSD (RSC K), MH (RSC M), IT/ASC (RSC N), CC (RSC Q), TDS (RSC T), or PPO (RSC Y): To the current full-time salary, add two times the most prevalent step increment of the current grade (add three times for a promotion of three or more grades). Advance this amount to the next higher salary step in the new grade if the calculated amount falls between two steps. A new step waiting period begins unless the employee is promoted to a bargaining unit grade previously held (i.e., repromoted), in which case see 422.123a(4).

(2) *Promotion From PS Schedule 2.* For this promotion:

- (a) To a position in the PS (RSC PB) or MESC (RSC CB) Schedule 2: Assign the proper step in the new grade by referring to [Exhibit 422.123b](#). A new step waiting period begins on effective date of the promotion.
- (b) To a position in EAS (RSC E): Add 5 percent to the current full-time salary. If the result is below the minimum or above the maximum of the new grade, adjust the new salary to fit within this range.

Note: Promotions to FLSA-exempt EAS-15 to EAS 18 positions that supervise two or more full-time equivalent

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bargaining unit employees are instead given a supervisory differential adjustment, as described in 413.21(d).

Note: For promotion from this schedule to a nonbargaining schedule, see 413.

- (c) To a position in PNS (RSC G), OSD (RSC K), MH (RSC M), IT/ASC (RSC N), CC (RSC Q), TDS (RSC T), or PPO (RSC Y): To the current full-time salary, add two times the most prevalent step increment of the current grade (add three times for a promotion of three or more grades). Advance this amount to the next higher salary step in the new grade if the calculated amount falls between two steps. A new step waiting period begins unless the employee is promoted to a bargaining unit grade previously held (i.e., repromoted), in which case see 422.123a(4).
- (3) *Promotion From Other Rate Schedules To PS Schedule 2.* For this promotion:
 - (a) From PPO (RSC Y), IT/ASC (RSC N), or OSD (RSC K): To the current full-time salary, add two times the most prevalent step increment of the current grade (add three times for a promotion of three or more grades). Advance this amount to the next higher salary step in the new grade if the calculated amount falls between two steps. A new step waiting period begins unless the employee is promoted to a bargaining unit grade previously held (i.e., repromoted), in which case see 422.123a(4).
 - (b) From PS (RSC P) or MESC (RSC C) Schedule 1, PNS (RSC G), MH (RSC M), CC (RSC Q), or RC (RSC R or B): Assign the proper step by referring to [Exhibit 422.123a](#). A new step waiting period begins on the effective date of the promotion.
 - (c) From EAS (RSC E), Postmaster (A-E) or TDS (RSC T): To the current full-time salary, add 5 percent. Advance this amount to the next higher salary step in the new grade if the calculated amount falls between two steps. A new step waiting period begins unless the employee is promoted to a bargaining unit grade previously held (i.e., repromoted), in which case see 422.123a(4).
 - (d) From PS (RSC PB) or MESC (RSC CB) Schedule 2: Assign the proper step in the new grade by referring to [Exhibit 422.123b](#). A new step waiting period begins on the effective date of the promotion.
- (4) *Repromotion.* An employee is repromoted if he or she is promoted to a bargaining unit grade previously held, or to one equivalent to the one previously held, before a change to lower level, as defined further under 421.5. When a repromotion occurs,

the employee is assigned to the step in the repromoted grade, or its equivalent, with waiting period credit toward the next step date as if he or she had remained continuously in that previously held grade.

Note: Effective November 20, 1999, and later, the repromotion rule stated above *does not apply* to employees promoted within or into the PS or MESC Schedule 2. The repromotion rule *does*, however, apply to employees promoted to other rate schedules.

- (5) *Promotion Pay Anomaly.* No employee is at any time compensated less as a consequence of a promotion than that employee would have been if the employee had not been promoted but, instead, advanced in step increments in the lower grade by fulfilling the waiting time requirements necessary for step increases. This rule includes employees who were promoted to a higher grade and subsequently reassigned to their former grade. If, during any pay period following the promotion, the employee's basic wage is less than the employee would have received for that pay period if the employee had not been promoted, the difference is paid to the employee in a lump sum payment.

Note: The promotion pay anomaly policy described above *does not apply* to employees promoted into (or within) the PS (RSC PB) and MESC (RSC CB) Schedule 2, or to PS or MESC employees promoted into other rate schedules.

b. *Supplemental Rules.* The supplemental rules are as follows:

- (1) *Maximum Step.* An employee is placed into the maximum step for the new grade if there is no other step below the maximum step that provides the increase specified in 422.123a above.
- (2) *Above Maximum Step.* An employee's existing basic wage is retained if it exceeds the maximum step of the new grade.
- (3) *Protected Rate.* This paragraph applies the rules in 422.123a to an employee whose rate of pay is protected under the provisions of 421.51, as follows:
 - (a) *Promotion or Interim Promotion to Grade With Maximum Wage Below the Protected Rate.* If an employee with a protected rate of pay receives an interim promotion to a grade that includes a maximum wage below the protected rate, the rate protection continues.
 - (b) *Promotion or Interim Promotion to Grade With Maximum Wage Equal To, or Above, the Protected Rate.* If an employee with a protected rate receives an interim promotion to a grade that includes a maximum wage equal to or above the protected rate, the employee is slotted to the step in the new grade that represents the same or higher wage protected by the special pay status. To determine the appropriate pay schedule step during slotting, only the protected rate of pay is considered (no

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promotion increase should be added). After the employee is slotted to the appropriate step, the rate protection terminates.

- (c) *Repromotion.* If an employee with a protected rate receives a repromotion, the rate protection terminates and the appropriate step is assigned in accordance with 422.123a(4).
- (4) *Saved Rate.* This paragraph applies the rules in 422.123a to an employee whose rate of pay is saved under the provisions of 421.52, as follows:
 - (a) *Promotion or Interim Promotion to Grade With Maximum Wage Below the Saved Rate.* If an employee with a saved rate of pay receives an interim promotion to a grade which includes a maximum wage below the saved rate, the saved rate continues.
 - (b) *Promotion or Interim Promotion to Grade With Maximum Wage Equal To, or Above, the Saved Rate.* If an employee with a protected rate receives an interim promotion to a grade which includes a maximum wage equal to or above the saved rate, the employee is slotted to the step in the new grade that represents the same or higher wage saved by the special pay status. To determine the appropriate pay schedule step during slotting, only the saved rate of pay is considered (no promotion increase should be added). After the employee is slotted to the appropriate step, the saved rate terminates.
 - (c) *Repromotion.* If an employee with a protected rate receives a repromotion, the saved rate terminates and the appropriate step is assigned in accordance with 422.123a(4).
- (5) *Saved Grade.* In applying the rules in 422.123a to an employee whose grade is protected under the provisions of 421.53, the employee does not receive a promotional increase unless the promotion is to a position with a grade higher than the saved grade.
- (6) *Rule Choice.* When the wage would be more favorable to the employee, the district Human Resources manager may determine an employee's wage under rules for career appointment in 422.121 instead of under the rules for promotion increases.
- (7) *Exclusions.* Salary received under limited appointments cannot be used as the highest previous salary when determining the employee's new salary.

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Exhibit 422.123a

Promotion Chart — PS Schedule 1 to PS Schedule 2

(For promotions to PS Schedule 2 from PS Schedule 1 and from other rate schedules)

Effective November 29, 2003

How to use this chart:

1. Choose the table from the chart that has the employee's current grade and step in the "From Grade" row.
2. In the "To Grade" rows of that table, find the row that represents the grade to which the employee is being promoted.
3. Move to the right along that row until you reach the cell directly under the employee's current step in the "From Grade" row.
4. The letter in that cell represents the step the employee should be assigned to in the new grade after the promotion.

		Step																	
From Grade	1	BB	AA	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
To Grade	2	BB	D	F	I	I	M	M	M	M	N	N	N	O	O	O	O	O	—
	3	BB	B	E	G	I	L	L	L	L	M	M	M	M	N	N	N	N	—
	4	A	B	C	E	H	L	L	L	L	L	L	L	L	M	M	M	M	—
	5	A	B	B	E	E	K	K	K	K	K	K	K	K	L	L	L	L	—
	6	A	A	A	B	F	G	K	K	K	K	K	K	K	K	K	K	K	—
	7	A	A	A	A	F	G	G	G	G	J	J	J	J	J	J	J	J	—
	8	D	D	D	D	D	D	D	D	D	D	D	D	H	H	H	H	H	—
	9	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	H	—
	10	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	—
	11	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	—
	12	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	—

		Step																	
From Grade	2	BB	AA	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
To Grade	3	BB	D	F	H	I	L	M	M	M	M	N	N	N	O	O	O	O	—
	4	A	B	E	E	H	L	L	L	L	L	L	M	M	M	N	N	N	—
	5	A	B	B	E	H	K	K	K	K	K	L	L	L	L	M	M	M	—
	6	A	A	A	B	F	K	K	K	K	K	K	K	K	K	K	L	L	—
	7	A	A	A	A	F	G	G	J	J	J	J	J	J	J	J	J	J	—
	8	D	D	D	D	D	D	D	D	D	H	H	H	H	H	H	H	H	—
	9	D	D	D	D	D	D	D	D	D	D	D	D	D	H	H	H	H	—
	10	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	—
	11	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	—
	12	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	—

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		Step																	
From Grade	3	BB	AA	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
To Grade	4	A	B	E	H	I	L	L	L	M	M	M	N	N	N	N	O	O	—
	5	A	B	B	E	H	K	K	K	K	L	L	L	M	M	N	N	N	—
	6	A	A	B	B	F	K	K	K	K	K	K	K	L	L	L	M	M	—
	7	A	A	A	B	F	J	J	J	J	J	J	J	J	K	K	K	L	—
	8	D	D	D	D	D	D	H	H	H	H	H	H	H	H	H	H	H	—
	9	D	D	D	D	D	D	D	D	D	D	H	H	H	H	H	H	H	—
	10	D	D	D	D	D	D	D	D	D	D	D	D	D	H	H	H	H	—
	11	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	—
	12	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	—

		Step																	
From Grade	4	BB	AA	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
To Grade	5	—	—	C	F	H	K	L	L	L	M	M	N	N	N	N	O	O	—
	6	—	—	B	F	F	K	K	K	K	K	L	L	L	M	M	M	N	—
	7	—	—	A	C	F	J	J	J	J	J	K	K	K	L	L	M	M	—
	8	—	—	D	D	D	H	H	H	H	H	H	H	H	I	I	I	J	—
	9	—	—	D	D	D	D	D	H	H	H	H	H	H	H	H	H	H	—
	10	—	—	D	D	D	D	D	D	D	D	H	H	H	H	H	H	H	—
	11	—	—	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	—
	12	—	—	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	—

		Step																	
From Grade	5	BB	AA	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
To Grade	6	—	—	B	F	G	K	K	L	L	L	M	M	N	N	N	O	O	—
	7	—	—	B	F	G	J	J	J	J	K	K	L	L	M	M	M	N	—
	8	—	—	D	D	D	H	H	H	H	H	I	I	I	J	K	K	K	—
	9	—	—	D	D	D	H	H	H	H	H	H	H	H	I	I	I	J	—
	10	—	—	D	D	D	D	D	H	H	H	H	H	H	H	H	H	H	—
	11	—	—	D	D	D	D	D	D	D	D	D	D	D	E	E	F	F	—
	12	—	—	D	D	D	D	D	D	D	D	D	D	D	D	E	E	F	—

		Step																	
From Grade	6	BB	AA	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
To Grade	7	—	—	F	F	G	J	K	K	L	L	M	M	N	N	N	O	O	—
	8	—	—	D	D	D	H	H	H	H	I	I	J	K	K	L	L	M	—
	9	—	—	D	D	D	H	H	H	H	H	I	I	I	J	K	K	K	—
	10	—	—	D	D	D	H	H	H	H	H	H	H	H	I	I	I	J	—
	11	—	—	D	D	D	D	D	D	D	E	E	E	F	F	G	G	H	—
	12	—	—	D	D	D	D	D	D	D	D	D	E	E	E	F	F	G	—

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		Step																	
From Grade	7	BB	AA	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
To Grade	8	—	—	D	D	H	H	I	I	J	K	K	L	M	M	M	N	O	—
	9	—	—	D	D	D	H	H	H	H	I	I	J	K	K	L	L	M	—
	10	—	—	D	D	D	H	H	H	H	H	I	I	I	J	K	K	K	—
	11	—	—	D	D	D	D	D	E	E	F	F	G	G	H	H	I	I	—
	12	—	—	D	D	D	D	D	D	D	E	E	F	F	G	G	H	H	—

		Step																	
From Grade	8	BB	AA	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
To Grade	9	—	—	—	—	E	H	I	I	J	K	K	L	M	M	M	N	O	P
	10	—	—	—	—	E	H	H	H	H	I	I	J	K	K	L	L	M	N
	11	—	—	—	—	D	E	F	F	G	G	H	H	I	J	J	K	K	L
	12	—	—	—	—	D	D	D	E	E	F	F	G	G	H	H	I	I	J

		Step																	
From Grade	9	BB	AA	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
To Grade	10	—	—	—	—	E	H	I	I	J	K	K	L	M	M	M	N	O	P
	11	—	—	—	—	D	F	G	G	H	H	I	J	J	K	K	L	M	N
	12	—	—	—	—	D	E	F	F	G	G	H	H	I	J	J	K	K	L

		Step																	
From Grade	10	BB	AA	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
To Grade	11	—	—	—	—	D	H	H	I	I	J	K	K	L	M	M	N	O	P
To Grade	12	—	—	—	—	D	F	G	H	H	I	J	J	K	K	L	M	M	N

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Exhibit 422.123b

Promotion Chart — PS Schedule 2 to PS Schedule 2

(For promotions within the P-2 and MESC-2 Schedules)

Effective November 29, 2003

1. Choose the table from the chart that has the employee's current grade and step in the "From Grade" row.
2. In the "To Grade" rows of that table, find the row which represents the grade to which the employee is being promoted.
3. Move to the right along that row until you reach the cell directly under the employee's current step in the "From Grade" row.
4. The letter in that cell represents the step the employee should be assigned to in the new grade after the promotion action.

		Step																	
From Grade	1	BB	AA	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
To Grade	2	BB	AA	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	—
	3	BB	AA	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	—
	4	A	A	A	A	A	C	D	E	F	G	H	I	J	K	L	M	O	—
	5	A	A	A	A	A	A	B	C	D	E	F	H	I	J	K	L	N	—
	6	A	A	A	A	A	A	A	A	B	C	D	F	G	H	I	K	L	—
	7	A	A	A	A	A	A	A	A	A	B	C	E	F	G	H	I	K	—
	8	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	E	G	—
	9	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	F	—
	10	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	—
	11	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	—
	12	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	—

		Step																	
From Grade	2	BB	AA	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
To Grade	3	BB	AA	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	—
	4	A	A	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	—
	5	A	A	A	A	A	B	C	D	E	F	H	I	J	K	L	M	O	—
	6	A	A	A	A	A	A	A	B	C	E	F	G	H	I	K	L	M	—
	7	A	A	A	A	A	A	A	A	B	C	E	F	G	H	I	J	L	—
	8	D	D	D	D	D	D	D	D	D	D	D	D	D	D	E	G	H	—
	9	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	E	G	—
	10	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	E	—
	11	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	—
	12	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	—

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		Step																	
From Grade	3	BB	AA	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
To Grade	4	A	A	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	—
	5	A	A	A	A	B	C	D	E	G	H	I	J	K	L	M	N	O	—
	6	A	A	A	A	A	A	B	C	E	F	G	H	I	K	L	M	N	—
	7	A	A	A	A	A	A	A	B	D	E	F	G	H	I	J	L	M	—
	8	D	D	D	D	D	D	D	D	D	D	D	D	D	E	G	H	J	—
	9	D	D	D	D	D	D	D	D	D	D	D	D	D	D	E	G	H	—
	10	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	E	F	—
	11	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	E	—
	12	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	—

		Step																	
From Grade	4	BB	AA	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
To Grade	5	—	—	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	—
	6	—	—	A	A	B	C	D	E	F	G	H	J	K	L	M	N	O	—
	7	—	—	A	A	A	B	C	D	E	F	G	H	I	J	L	M	N	—
	8	—	—	D	D	D	D	D	D	D	D	D	D	E	G	H	J	K	—
	9	—	—	D	D	D	D	D	D	D	D	D	D	D	E	G	H	I	—
	10	—	—	D	D	D	D	D	D	D	D	D	D	D	D	E	F	H	—
	11	—	—	D	D	D	D	D	D	D	D	D	D	D	D	D	E	F	—
	12	—	—	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	—

		Step																	
From Grade	5	BB	AA	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
To Grade	6	—	—	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	—
	7	—	—	A	A	B	D	E	F	G	H	I	J	K	L	M	N	O	—
	8	—	—	D	D	D	D	D	D	D	D	D	F	G	H	J	K	M	—
	9	—	—	D	D	D	D	D	D	D	D	D	D	E	G	H	I	K	—
	10	—	—	D	D	D	D	D	D	D	D	D	D	D	E	F	H	I	—
	11	—	—	D	D	D	D	D	D	D	D	D	D	D	D	E	F	G	—
	12	—	—	D	D	D	D	D	D	D	D	D	D	D	D	D	D	F	—

		Step																	
From Grade	6	BB	AA	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
To Grade	7	—	—	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	—
	8	—	—	D	D	D	D	D	D	D	E	F	H	I	J	L	M	N	—
	9	—	—	D	D	D	D	D	D	D	D	E	F	G	H	J	K	L	—
	10	—	—	D	D	D	D	D	D	D	D	D	F	G	H	I	J	—	—
	11	—	—	D	D	D	D	D	D	D	D	D	D	D	E	F	G	H	—
	12	—	—	D	D	D	D	D	D	D	D	D	D	D	D	E	F	G	—

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		Step																	
From Grade	7	BB	AA	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
To Grade	8	—	—	D	D	D	D	D	D	E	G	H	I	K	L	M	N	O	—
	9	—	—	D	D	D	D	D	D	D	E	F	H	I	J	K	M	N	—
	10	—	—	D	D	D	D	D	D	D	D	E	F	G	H	J	K	L	—
	11	—	—	D	D	D	D	D	D	D	D	D	F	G	H	I	J	—	—
	12	—	—	D	D	D	D	D	D	D	D	D	D	D	E	F	G	H	—

		Step																	
From Grade	8	BB	AA	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
To Grade	9	—	—	—	—	—	D	E	F	G	H	I	J	K	L	M	N	O	P
	10	—	—	—	—	—	D	D	E	F	G	H	I	J	K	K	L	M	N
	11	—	—	—	—	—	D	D	D	E	E	F	G	H	I	J	J	K	L
	12	—	—	—	—	—	D	D	D	D	D	E	E	F	G	H	I	I	J

		Step																	
From Grade	9	BB	AA	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
To Grade	10	—	—	—	—	—	D	E	F	G	H	I	J	K	L	M	N	O	P
	11	—	—	—	—	—	D	D	E	F	G	H	I	J	K	K	L	M	N
	12	—	—	—	—	—	D	D	D	E	E	F	G	H	I	J	J	K	L

		Step																	
From Grade	10	BB	AA	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
To Grade	11	—	—	—	—	—	D	E	F	G	H	I	J	K	L	M	N	O	P
	12	—	—	—	—	—	D	D	E	F	G	H	I	J	K	K	L	M	N

		Step																	
From Grade	11	BB	AA	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
To Grade	12	—	—	—	—	—	D	E	F	G	H	I	J	K	L	M	N	O	P

422.124 Reassignment Rules

An employee's step, next step date, and salary are not changed as a result of reassignment. (See 421.43b for definition of *reassignment*.) The following provisions apply:

- a. A change from a *part-time position* (flexible or regular) to a *full-time position* (or reverse) in the same grade is a reassignment — not a promotion; the employee retains the step attained and the existing basic annual salary including any red-circle amount.
- b. A part-time regular employee must be converted to a part-time flexible before becoming a full-time regular unless that bargaining unit craft does not have an employee classification of part-time flexible.
- c. For reassignments to equivalent grades in another bargaining unit (see [Exhibit 418.1](#)), the following provisions apply:
 - (1) *When an employee is reassigned to an equivalent grade in another rate schedule not formerly held*, the employee's current salary is moved to the equivalent grade in the new schedule. If the current salary falls between two steps of the new grade, the new salary is set at the higher of the two steps. However, the new salary may not be set below the minimum nor above the maximum of the new grade.
 - (2) *When an employee is reassigned to an equivalent grade formerly held in another rate schedule*, the employee is returned to the formerly held grade as if service had been uninterrupted since the last time held.
 - (3) Career Postal Service employees reassigned to a rural carrier position are assigned to the appropriate step in the Rural Carrier schedule in accordance with Article 9 of the USPS-NRLCA National Agreement.
 - (4) Creditable service in the former position is maintained toward a step increase, subject to two situations.
 - (a) If the employee's salary is increased by the reassignment by at least one most prevalent step in the former grade, a new step waiting period commences on the effective date of the reassignment (see 421.45c).
 - (b) If the waiting period time already served equals or exceeds that required to advance to the next step following reassignment, the employee is advanced one additional step and a new step waiting period commences on the effective date of the reassignment.
- d. For PS and MESC employees, reassignments are handled as follows:
 - (1) *Within the PS or MESC Schedules*. The employee is reassigned to the same grade and into PS (RSC PB) and MESC (RSC CB) Schedule 2. The step and next step date are not changed following the reassignment.

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- (2) *From Other Rate Schedules To a Grade in the PS (RSC PB) and MESC (RSC CB) Schedule 2 Not Formerly Held.* The employee is reassigned to the step in Schedule 2 that is equal to his or her current salary. If the salary falls between two steps, the employee is reassigned to the next higher step. Creditable service in the former position is maintained toward a step increase (see 422.124c(4)).
- (3) *From Other Rate Schedules To a Grade in the PS (RSC PB) and MESC (RSC CB) Schedule 2 Formerly Held.* The employee is reassigned to the appropriate step in Schedule 2, and to the next step date, as if service had been continuous in the grade.
Note: The reassignment to PS Schedule 2 must include service the employee would have had in PS Schedule 1 before conversion to PS Schedule 2.
- (4) *From the PS and MESC Schedules To a Grade in Another Rate Schedule Not Formerly Held.* The employee is assigned the step in that rate schedule that is equal to his or her current salary. If the salary falls between two steps, the employee is assigned to the next higher step. Creditable service in the former position is maintained toward a step increase (see 422.124c(4)).
- (5) *From the PS and MESC Schedules To a Grade in Another Rate Schedule Formerly Held.* The employee is assigned to the appropriate step in that rate schedule, and the next step date as if service had been continuous in the grade.

422.125 **Reductions in Grade**

The following provisions apply.

- a. *General.* Reductions in grade include voluntary changes to lower level, management-initiated changes to lower level, and demotions.
- b. *Step and Next Step Date Assignment.* Assignments are made as follows:
 - (1) *Step.* The employee's current salary is moved to the lower grade. If the current salary falls between two steps in the lower grade, the salary is set at the higher of the two steps. The salary may not be set below the minimum or above the maximum of the lower grade.
 - (2) *Next Step Date.* Creditable service in the former position is maintained toward the next step increase, with the following exceptions:
 - (a) If the employee's salary is increased by at least one most prevalent step in the former grade, a new step waiting period begins on the effective date of the reduction in grade (see 421.45c).
 - (b) If the waiting period time already served equals or exceeds that required to advance to the next step following the reduction in grade, the employee is advanced one additional step and a new step waiting period begins on the effective date of the reduction in grade.

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- c. *Rate Retention.* Rate retention provisions do *not* apply to changes to a lower grade that are voluntary or disciplinary. However, they do apply in nondisciplinary management reductions, as follows (also see 421.511 and 421.512 for application):
 - (1) *Protected Rate.* The employee continues to receive the wage he or she received in the higher grade for 2 calendar years (1) if the grade of the position is reduced due to a management action such as a change in job ranking criteria that affects the grade of *only one* position and (2) if the employee occupied the position at the higher grade for 2 consecutive years preceding the effective date of the reduction. (See also 421.51.)
 - (2) *Saved Rate.* For saved rate:
 - (a) An employee has a saved rate resulting in a red-circle amount if the grade of his or her position is reduced due to a management action such as a change in job ranking criteria that affects the grade of *more than one* position under the same job description.
 - (b) If an employee who receives a red-circle amount is subsequently promoted and later returned to the former position through no fault of his or her own, the red-circle amount is restored. (See also 421.52.)
 - (3) *Saved Grade.* A bargaining unit employee is entitled to saved grade if he or she is assigned to a lower grade position because of a management action that eliminates the position (e.g., job elimination due to technological and mechanization changes). (See also 421.53.)

422.13 **Step Increases**422.131 **Eligibility Requirements**

Eligibility for a *periodic* step increase is based on three conditions. An employee must have:

- a. Received and currently be serving under a career appointment.
- b. Not received an equivalent increase (see 421.45c) during the waiting period.
- c. Completed the required waiting period according to the step increase waiting period table, [Exhibit 422.13](#).

In addition to the periodic step increase, employees may be considered for a quality step increase (see 475.3).

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Exhibit 422.13 (p.1)

Bargaining Unit Step Increase Waiting Periods

(All waiting periods shown are expressed in weeks.)

Postal Service (PS 1) & Mail Equipment Shops/Material Distribution Center (MESC 1) Schedule 1

RSC P & C	Steps (From – To)																	
	BB-AA	AA-A	A-B	B-C	C-D	D-E	E-F	F-G	G-H	H-I	I-J	J-K	K-L	L-M	M-N	N-O	O-P	Yrs.
Grades 1–3	44	96	96	88	88	44	44	44	44	44	44	34	34	26	26	24	—	15.8
Grades 4–7	—	—	96	96	44	44	44	44	44	44	44	34	34	26	26	24	—	12.4
Grades 8–10	—	—	—	—	52	44	44	44	44	44	44	34	34	26	26	24	30	9.4

*Current as of Spring 2003.***Postal Service (PS 2) & Mail Equipment Shops/Material Distribution Center (MESC 2) Schedule 2**

RSC PB & CB	Steps (From – To)																	
	BB–AA	AA–A	A–B	B–C	C–D	D–E	E–F	F–G	G–H	H–I	I–J	J–K	K–L	L–M	M–N	N–O	O–P	Yrs.
Grades 1–3	44	44	44	44	44	44	44	44	44	44	44	44	44	44	44	44	—	13.5
Grades 4–7	—	—	36	36	36	36	36	36	36	36	36	36	36	36	36	36	—	9.7
Grades 8–12	—	—	—	—	—	30	30	30	30	30	30	30	30	30	30	30	30	6.9

*Current as of Spring 2005.***Mail Handlers (MH) Schedule**

RSC M	Steps (From – To)														Yrs.
	A-B	B-C	C-D	D-E	E-F	F-G	G-H	H-I	I-J	J-K	K-L	L-M	M-N	N-O	
Grades 4-7	96	96	44	44	44	44	44	44	44	34	34	26	26	24	12.4

*Current as of Spring 2003.***Rural Carrier Evaluated (RC) Schedule**

RSC R	Steps (From – To)														Yrs.
	A-B	B-C	C-1	1-2	2-3	3-4	4-5	5-6	6-7	7-8	8-9	9-10	10-11	11-12	
Grade 1	96	96	44	44	44	44	44	44	44	34	34	26	26	24	12.4

*Current as of Spring 2003.***Rural Carrier Auxiliary (RAUX) Schedule**

RSC B	Steps (From – To)														Yrs.
	A-B	B-C	C-1	1-2	2-3	3-4	4-5	5-6	6-7	7-8	8-9	9-10	10-11	11-12	
Grade 5	96	96	44	44	44	44	44	44	44	34	34	26	26	24	12.4

*Current as of Spring 2003.***Postal Police Officers (PPO) Schedule**

RSC Y	Steps (From – To)																				Yrs.
	1-2	2-3	3-4	4-5	5-6	6-7	7-8	8-9	9-10	10-11	11-12	12-13	13-14	14-15	15-16	16-17	17-18	18-19	19-20	20-21	
Grade 6	78	42	34	34	34	34	34	34	34	34	26	26	26	26	26	26	26	26	26	52	13.0

Current as of Spring 2005.

Exhibit 422.13 (p.2)

Bargaining Unit Step Increase Waiting Periods

(All waiting periods shown are expressed in weeks.)

Postal Nurses (PNS) Schedule

RSC G	Steps (From – To)														
	1–2	2–3	3–4	4–5	5–6	6–7	7–8	8–9	9–10	10–11	11–12	12–13	13–14	14–15	Yrs.
Grade 1	52	44	44	44	44	44	44	44	44	44	44	44	44	44	12.0

*Current as of Spring 2003.***Operating Services Division, Headquarters & Facilities Services Section, Merrifield, VA**

RSC K	Steps (From – To)															Yrs.
	AA–A	A–B	B–C	C–D	D–E	E–F	F–G	G–H	H–I	I–J	J–K	K–L	L–M	M–N	N–O	
Grades 1–3	96	96	88	88	44	44	44	44	44	44	34	34	26	26	24	14.9
Grades 4	—	96	96	88	44	44	44	44	44	44	34	34	26	26	24	13.2
Grades 5–7	—	96	96	44	44	44	44	44	44	44	34	34	26	26	24	12.4
Grades 8–9	—	—	—	52	44	44	44	44	44	44	34	34	26	26	24	8.8

*Current as of Spring 2003.***Information Technology/Accounting Service Centers (IT/ASC) Schedule**

RSC K	Steps (From – To)																
	A– B	B– C	C– D	D– E	E– F	F– G	G– H	H– I	I– J	J– K	K– L	L– M	M– N	N– O	O– P	P– Q	Yrs.
Grades 6–10	96	96	44	52	52	52	52	52	52	52	—	—	—	—	—	—	11.5
Grades 11	—	96	44	52	52	52	52	52	52	52	—	—	—	—	—	—	9.7
Grades 12	—	—	—	52	52	52	52	52	52	52	52	—	—	—	—	—	8.0
Grades 13	—	—	—	52	52	52	52	52	52	52	52	52	—	—	—	—	9.0
Grades 14–16	—	—	—	52	52	52	52	52	52	52	52	52	52	—	—	—	10.0
Grades 17–23	—	—	—	52	52	52	52	52	52	52	52	52	52	52	52	52	13.0

*Current as of Spring 2003.***City Carriers (CC) Schedule**

RSC Q	Steps (From – To)														
	A–B	B–C	C–D	D–E	E–F	F–G	G–H	H–I	I–J	J–K	K–L	L–M	M–N	N–O	Yrs.
Grades 1–2	96	96	44	44	44	44	44	44	44	34	34	26	26	24	12.4

Current as of Spring 2003.

422.132 **Creditable Service**

The following provisions apply:

- a. *Postal Service.* Except as provided in this section, credit for advancement for step increases may be earned only by career employees in pay status on the rolls of the Postal Service. For computing creditable service, the following applies:
 - (1) *Service Week.* In computing the required waiting period, each full service week beginning at 12:01 a.m. Saturday and ending at 12 midnight the following Friday is creditable.
 - (2) *Leave Without Pay (LWOP).* Periods of LWOP of less than 13 weeks for which no step deferment is made are included with paid service in computing the waiting period of service (see 422.133).
 - (3) *Prior Service.* Employees reinstated or reemployed to a career position within 52 weeks of separation are allowed credit (not in excess of 52 weeks) for prior service provided:
 - (a) An equivalent increase was not received at the time of reinstatement or reemployment.
 - (b) The prior service was not under a casual or temporary appointment.
- b. *Military Duty.* An employee who returns to postal duty following a separation or leave for military duty receives credit for the period of military duty as if duty with the Postal Service had been continuous (see 517).
- c. *Injury Compensation.* An employee on official absence due to an injury compensable under rules of the Office of Workers' Compensation Programs (OWCP) receives credit for the period of absence as if duty with the Postal Service had been continuous.
- d. *Union Officials.* Employees on LWOP to devote full or part-time to a union signatory to a collective bargaining agreement with the Postal Service are to be credited with step increases as if they had been in a pay status (see 514).

422.133 **Leave Without Pay**

The following provisions apply:

- a. When an employee has been on LWOP for 13 weeks or more during the waiting period for receipt of a periodic step increase and has not been on military furlough, on the rolls of the Office of Workers' Compensation Programs, or on official union business, the scheduled date for the employee's next step increase is deferred as follows:

Total Weeks LWOP	Pay Periods Deferred
0 to less than 13	No deferment
13 to less than 26	7
26 to less than 40	13
40 to less than 52	20
52	26
More than 52	One pay period for each 2 weeks of LWOP

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- b. For periods of LWOP that encompass an entire pay period, the full charge of 80 hours is applied. For partial pay periods, absence from scheduled service on a day is counted as 1 calendar day. Only whole days of LWOP are counted. Fractional days on which the employee has work hours or paid leave and takes LWOP are not counted in calculating the total LWOP.

422.134 **Simultaneous Personnel Actions**

If an employee is eligible for a step increase in the assigned position and is being reassigned or promoted to another position on the same date:

- a. The actions are effected simultaneously in a manner that provides maximum benefit to the employee.
- b. If the assignment change involves an increase in compensation that is greater than the increase an employee could obtain by a step increase in the former position, the employee is given the step increase before compensation is adjusted to the appropriate step in the new position.

422.14 **Higher Level Assignments**422.141 **Definitions**

A *higher level assignment* is a temporary assignment to a ranked higher grade position, whether or not such position has been authorized at the installation. The subcategories of such an assignment are:

- a. *Short-term temporary assignment* — an assignment in which an employee has been on a temporary assignment to a higher level position for a period of 29 consecutive workdays or less at the time he or she takes any annual or sick leave. The temporary assignment must be resumed upon return to work. All short-term assignments are automatically canceled if replacements are required for employees temporarily assigned to higher level positions.
- b. *Long-term temporary assignment* — an assignment in which an employee has been on temporary assignment to the higher level position for a period of 30 consecutive workdays or longer before he or she takes any annual or sick leave. The temporary assignment must be resumed upon return to work.

422.142 **Written Management Order**

Any employee, except one of those covered in 432.2, who is temporarily assigned to higher level work is given PS Form 1723, *Assignment Order*, stating beginning and approximate termination and directing the employee to perform the duties of the higher level position. The written order is accepted as authorization for higher grade pay. The failure of management to give a written order is not grounds for denial of higher level pay if the employee was otherwise directed to perform the duties of the higher level position.

422.143 **Rate of Pay**

Rates are as follows:

- a. *Part-Time Flexible Employees.* A part-time flexible employee remains a part-time flexible employee while temporarily assigned to a higher level position. The employee neither has nor acquires a regular work

schedule and is paid at the part-time flexible hourly rate for the higher level position.

- b. *Regular Employees.* Rules for pay for temporary higher level work depend on the factors below:
 - (1) *Assignment in PS Schedule.* A PS employee who is temporarily assigned to higher level work in the PS schedule is paid at the higher level for time actually spent on such job. The employee's higher level rate is determined as if he or she had been promoted to the position. (See promotion rules in 422.123.)
 - (2) *Assignment to Other Schedule.* The rate of pay for service in a higher grade position in other than the PS Schedule is determined in accordance with promotion rules for the salary schedule in which the higher level position is placed. (See rules for assignment to a different salary schedule in 410.)
 - (3) *Service in Several Positions.* If higher level service is performed in more than one position in a pay period, the appropriate rate for each wage level is determined and paid in accordance with the actual time worked at each level.
 - (4) *Annual and Sick Leave Pay.* Leave pay for employees temporarily assigned to a higher level position depends on the term of the assignment as follows:
 - (a) *Short-Term Temporary Assignments* (see 422.141a). These employees, except those covered by 422.8, are entitled to approved annual and sick leave paid at the higher level rate for a period *not to exceed 3 days* for each occurrence, provided that they are not replaced while on leave and that they resume the assignment upon returning to work.
 - (b) *Long-Term Temporary Assignments* (see 422.141b). These employees are entitled to approved annual and sick leave paid at the higher level rate for the full period of leave provided that they resume the assignment upon returning to work.
 - (5) *Holiday Leave Pay.* Full-time employees are paid for the holiday at the rate of the higher level, provided that they perform higher level service both on the workday preceding and on the workday following the holiday. Otherwise, the employee is paid for the holiday at the rate appropriate for his or her regular position.
 - (6) *Holiday Worked Pay.* If an employee performs authorized service at the higher grade on a holiday, the employee is paid at the rate for the higher grade position, in addition to holiday leave pay.

422.144 **Adjustments and Increases**

Adjustments and increases are made as follows:

- a. *Step Increase Credit.* An employee temporarily assigned to a higher grade bargaining unit position is entitled to credit toward the next step increase for service in the higher grade with higher grade pay that is continuous to the date of any subsequent promotion.

Wage Administration Policy for Bargaining Unit Employees

- b. *Effect on Promotion.* If subsequently promoted, the employee's salary is reviewed to ensure application of the appropriate promotion rule and credit for continuous service at the higher grade if the higher level service is continuous to the time of promotion to the higher grade. (See 422.123 for promotion rules.)

422.145 **Benefits**

The following benefits apply:

- a. *Terminal Leave Payments.* Terminal leave payments resulting from death are paid at the higher grade for any employee, except one of those covered by 422.9, who is temporarily assigned to a higher grade position on his or her last day in a duty status.
- b. *Retirement Deductions.* Retirement deductions are determined from the basic annual salary and any additional basic higher level pay the employee is receiving for the pay period.
- c. *Continuation of Pay (Injury Compensation).* An employee who is eligible for continuation of pay as a result of an injury on duty and who is serving in a higher level position when injured will receive such payments at the higher level rate.

422.15 **Dual (Multiple) Employment**422.151 **Explanation**

Dual or multiple employment means that a current employee is appointed to an additional position or a new employee is appointed to two or more positions at the same time.

422.152 **Salary Determination**

The appropriate compensation for each new position is determined under the rules relating to appointments (see 422.121).

422.153 **Documentation**

Separate personnel actions are effected for each position, with an estimate of the work hours to be spent in each position and compensation specified in advance for the employee's attention.

422.154 **Step Increases**

Periodic step increases for separate positions are earned separately:

- a. If dual employment is accomplished on the same day or if the employee does not receive an equivalent increase when appointed to an additional position, creditable service toward step increases in the first position is also creditable toward step increases in the subsequent positions. In these cases, the anniversary dates for step increases in all positions are the same.
- b. If an employee receives an equivalent increase when appointed to an additional position, step increases are earned separately for each position on the basis of time served in each position. Receipt of the equivalent increase in one position does not start a new waiting period in the other position.

422.155 **Leave**

The appropriate rate of compensation for annual and sick leave when taken from two or more positions in different salary grades is determined from the PS Form 50 affecting the assignment as follows:

- a. An employee assigned for 50 percent or more of the time to the higher grade work is paid for leave at the higher grade rate of pay.
- b. An employee assigned to the lower grade work for more than 50 percent of the time is paid for leave at the lower grade rate of pay.
- c. If less than 50 percent of the time is spent in any one grade, the employee is paid for leave at the rate for the intermediate grade. The annual rate of compensation for annual or sick leave taken in one position is determined from the salary grade for that position.

422.156 **Reassignment**

When an employee serving in two or more part-time positions is changed to a full-time annual rate position in the same grade as one of the occupied positions, the step is determined according to 422.124. Compensation received in unaffected additional positions may not be used as highest previous compensation in calculating the new wage.

422.157 **Promotion**

When an employee is promoted to a position in a grade above the highest grade to which appointed, compensation of the highest grade is used in establishing the step according to 422.123.

422.16 **Change From Rural Carrier Schedules**

For all changes other than those covered by 546, a career rural carrier's wage is converted to that of the attained step in the 40-hour evaluated salary schedule. Following this conversion, the applicable procedures in 422.1 apply.

422.2 **City Carrier Schedule**

The provisions of 422.1 cited below are made applicable to this salary schedule by reference.

422.21 **Salary System**

422.211 **Salary Schedule**

The City Carrier (CC) Schedule consists of Grades 1 and 2.

422.212 **Basis of Rates**

See 422.112.

422.213 **Cost-of-Living Adjustments**

See 422.113.

422.214 **Setting Wages**

See 422.114.

422.215 **Employee Classifications**

See 422.115.

ELM: CHAPTER 5

EMPLOYEE BENEFITS

5 Employee Benefits

510 Leave

511 General

511.1 Administration Policy

The Postal Service policy is to administer the leave program on an equitable basis for all employees, considering (a) the needs of the Postal Service and (b) the welfare of the individual employee.

511.2 Responsibilities

511.21 Postal Officials

Postal officials:

- a. Administer the leave program.
- b. Inform employees of their leave balance.
- c. Approve or disapprove requests for leave.
- d. Record leave in accordance with Handbook F-21, *Time and Attendance*, or Handbook F-22, *PSDS Time and Attendance*.
- e. Control unscheduled absences (see 511.4).

511.22 Eagan Accounting Service Center

The Eagan Accounting Service Center (ASC):

- a. Maintains official leave records.
- b. Provides leave data to installation *when employees are being separated*.

511.23 Postal Employees

Postal employees:

- a. Request leave by completing PS Form 3971, *Request for or Notification of Absence*.
- b. Obtain approval of PS Form 3971 before taking leave — except in cases of emergencies.
- c. Avoid unnecessary forfeiture of annual leave.

511.3 Eligibility**511.31 Covered**

Covered by the leave program are:

- a. Full-time career employees.
- b. Part-time regular career employees.
- c. Part-time flexible career employees.
- d. To the extent provided in the USPS National Rural Letter Carriers' Association (NRLCA) National Agreement, temporary employees assigned to rural carrier duties.

Note: Transitional employees are not covered by the leave program, but do earn leave as specified in their union's national agreement.

511.32 Not Covered

Not covered by the leave program are:

- a. Postmaster relief/leave replacements, noncareer officers in charge, and other temporary employees except as described in 511.31d.
- b. Casual employees.
- c. Individuals who work on a fee or contract basis, such as job cleaners.

511.4 Unscheduled Absence**511.41 Definition**

Unscheduled absences are any absences from work that are not requested and approved in advance.

511.42 Management Responsibilities

To control unscheduled absences, postal officials:

- a. Inform employees of leave regulations.
- b. Discuss attendance records with individual employees when warranted.
- c. Maintain and review PS Form 3972, *Absence Analysis*, and PS Form 3971.

511.43 Employee Responsibilities

Employees are expected to maintain their assigned schedule and must make every effort to avoid unscheduled absences. In addition, employees must provide acceptable evidence for absences when required.

512 Annual Leave**512.1 General****512.11 Purpose**

Annual leave is provided to employees for rest, for recreation, and for personal and emergency purposes.

512.12 **Definitions**

The following definitions apply for the purposes of 510:

- a. *Leave year* — the year beginning with the first day of the first complete pay period in a calendar year and ending on the day before the first day of the first complete pay period in the following calendar year.
- b. *Accumulated leave* — the total unused leave that remains to the credit of the employee at the beginning of any leave year.
- c. *Current leave* — leave that an employee earns by biweekly pay periods during the current leave year.
- d. *Accrued leave* — leave that is earned but is unused by an employee during any period during the current leave year.

512.2 **Determining Annual Leave Category**

512.21 **General Policy**

Annual leave category is determined by using the leave policy in effect at the time an employee enters a career appointment or transfers into the Postal Service.

Both active military and civilian service, as outlined in 512.22 and 512.23, are used in computing the years of service that determine an employee's annual leave category, but leave credit is not allowed for both civilian and military service that cover the same period of time. Other service not counted is listed in 512.24.

512.22 **Federal Civilian Service Counted**

512.221 **Service in the Postal Service**

The following prior service in the Postal Service is used in computing the years of service that determine the annual leave category:

- a. Service performed while a career employee of the Postal Service or Post Office Department.
- b. Time on the rolls during which an employee served as a substitute rural carrier (not just the dates on which actual service was performed) if the time is creditable for the federal retirement program applicable to the employee.
- c. If performed before January 1, 1977, time on the rolls as a casual or temporary employee, or time actually worked as a postmaster relief/leave replacement in an office other than fourth-class.
- d. For postmaster relief/replacement in a fourth-class office, time actually worked after July 21, 1947, and before January 1, 1977.

512.222 Service in Other Federal Government Organizations, the District of Columbia, or Gallaudet University

The following service in the federal government, the District of Columbia, or Gallaudet University, regardless of breaks in service, is used in computing the years of service that determine the annual leave category:

- a. Career, career conditional, and excepted appointment service (without a “not to exceed” (NTE) date).
- b. Seasonal, on-call, or intermittent employment, even though it may be an “indefinite career appointment,” credited on a “when actually employed” (WAE) basis. For such appointments, no credit for leave is given for leave without pay (LWOP) periods.
- c. Time-limited or temporary appointment service performed prior to January 1, 1977.
- d. VISTA service prior to October 1, 1973.
- e. District of Columbia (D.C.) government service only if (a) the person was employed there prior to October 1, 1987, or, if service in an appointment by the D.C. government to St. Elizabeth’s Hospital, on October 1, 1977, and (b) the service is creditable for Civil Service Retirement System (CSRS) purposes.

512.23 Military Service Counted**512.231 Service of an Employee Not Eligible for Military Retirement Annuity**

The following military service is used in computing the years of service that determine the annual leave category:

- a. Periods of active service terminated by honorable discharge or transfer to inactive reserves under honorable conditions. Active service may be in the Army, Air Force, Navy, Marine Corps, and/or Coast Guard and their respective academies.
- b. Service performed by employees who are members of the National Guard Service or Air National Guard Service only during periods of active duty with the U.S. Army or U.S. Air Force.
- c. Service performed by Naval Reserve Officers Training Corps students during periods of active duty or training duty as members of the Naval or Marine Corps Reserve.

Note: Veterans Affairs (VA) disability payments for service-connected injuries or illnesses are not retirement annuities. If a VA disability payment is received and the employee is not eligible for a military retirement annuity, 512.231 applies. If the employee is eligible for a military retirement annuity, 512.232 applies.

512.232 **Service of an Employee Eligible for Military Retirement Annuity**

The following military service is used in computing the years of service that determine the annual leave category:

- a. *Full Credit.* Full leave accrual credit for all of active military service is granted if a military retiree meets one of the following three conditions:
 - (1) Retirement was based on disability resulting from injury or disease received in the line of duty as a direct result of armed conflict.
 - (2) Retirement was based on disability caused by an instrumentality of war and incurred in the line of duty during a period of war defined in 38 *United States Code* (U.S.C.) 101 and 301.
 - (3) On November 30, 1964, the employee was employed in a civilian office to which the Annual and Sick Leave Act of 1951 applied and continues to be employed in a civilian capacity without a break in civilian service of more than 30 days.

Notes:

- (a) A military retiree who as a military reservist or member of the National Guard was called from civilian employment to active military duty before November 30, 1964, and after that date was restored to a civilian position (under 5 U.S.C. 3551) does not meet this condition.
 - (b) Section 3551 provides only for restoration; therefore, the employee is not considered as having been on military furlough or leave of absence from a civilian position or as having been employed on November 30, 1964, in a civilian position to which section 6303(a), the former *Annual and Sick Leave Act*, applied.
- b. *Partial Credit.* Military retirees who do not qualify for full leave accrual credit can qualify for partial credit based on the following:
 - (1) Service for determining an employee's leave category is restricted to the actual length of time in active service in the armed forces during any war or in any nonwartime campaign or expedition for which a campaign badge was authorized.
 - (2) Service in a nonwartime campaign or expedition does *not* entitle the military retiree to credit for the duration of the campaign or expedition but only for the period of service in the campaign or expedition.

Note: [Exhibit 512.232a](#) provides data about wars and campaigns and expeditions for which campaign badges were authorized.
- c. *Verification.* Military service should be verified:
 - (1) *Disability Retirements.* Request verification from the records center of the appropriate military branch.
 - (2) *Wartime Service.* Verify from discharge certificates (e.g., DD Form 214).

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- (3) *Military Records Center.* Addresses and other data necessary to verify service are included in [Exhibit 512.232b](#).
- (4) *Campaign or Expeditionary Service.* Verify by sending a completed Standard Form (SF) 813, *Verification of a Military Retiree's Service in Nonwartime Campaigns or Expeditions*, to the appropriate military records center. (See [Exhibit 512.232c](#) for an illustration of SF 813.) This form is not stocked in the Material Distribution Center; it is to be reproduced locally.

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Exhibit 512.232a (p. 1)

Wars, Campaigns, and Expeditions of the Armed Forces Since 1937**a. Wars ¹**

War	Inclusive Dates	Organizations Participating (indicated by "X" below)				
		Army	Navy	Air Force ²	Marine Corps	Coast Guard
World War I	Apr. 6, 1917 to July 2, 1921 ³	X	X	—	X	X
World War II	Dec. 7, 1941 to Apr. 28, 1952 ⁴	X	X	X	X	X

b. Nonwar Campaigns and Expeditions Since 1937 for Which a Campaign or Expeditionary Medal Has Been Awarded.

Campaign or Expedition	Inclusive Dates	Organizations Participating (indicated by "X" below)				
		Army	Navy	Air Force ²	Marine Corps	Coast Guard
China Service	July 7, 1937 to Sept. 7, 1939	—	X	—	X	—
American Defense Service	Sept. 8, 1939 to Dec. 7, 1941	X	X	—	X	X
Navy Occupation of Trieste	May 8, 1945 to Oct. 25, 1954	—	X	—	—	X
Army Occupation of Germany (exclusive of Berlin)	May 9, 1945 to May 5, 1955	X	X	X	—	X
Army Occupation of Berlin	May 9, 1945 to Oct. 2, 1990	X	X	X	X	X
Army Occupation of Austria	May 9, 1945 to July 27, 1955	X	—	X	—	—
Navy Occupation of Austria	May 9, 1945 to Oct. 25, 1954	—	X	—	X	—
Units of the Sixth Fleet (Navy)	May 9, 1945 to Oct. 25, 1955	—	X	—	—	—
China Service Medal (Extended)	Sept. 2, 1945 to Apr. 1, 1957	—	X	—	X	X
Army Occupation of Japan	Sept. 3, 1945 to Apr. 27, 1952	X	X	X	X	X
Korean Service	June 27, 1950 to July 27, 1954	X	X	X	X	X
Vietnam Service Medal (VSM)	July 4, 1965 to Mar. 28, 1973	X	X	X	X	X
Southwest Asia Service Medal (Operations Desert Shield and Desert Storm)	Aug. 2, 1990 to Nov. 30, 1995	X	X	X	X	X
Armed Forces Expeditionary Medal (AFEM) for these operations:						
Lebanon	July 1, 1958 to Nov. 1, 1958 and June 1, 1983 to Dec. 1, 1987	X	X	X	X	X
Vietnam (including Thailand)	July 1, 1958 to July 3, 1965	X	X	X	X	X
Quemoy and Matsu Islands	Aug. 23, 1958 to June 1, 1963	X	X	X	X	X
Taiwan Straits	Aug. 23, 1958 to Jan. 1, 1959	X	X	X	X	X
Cuba	Oct. 24, 1962 to June 1, 1963	X	X	X	X	X
Congo	July 14, 1960 to Sept. 1, 1962 and Nov. 23 to 27, 1964	X	X	X	X	X
Laos	Apr. 19, 1961 to Oct. 7, 1962	X	X	X	X	X
Berlin	Aug. 14, 1961 to June 1, 1963	X	X	X	X	X
Thailand	May 16, 1962 to Aug. 10, 1962	X	X	X	X	X
Dominican Republic	Apr. 28, 1965 to Sept. 21, 1966	X	X	X	X	X
Korea	Oct. 1, 1966 to June 30, 1974	X	X	X	X	X
Cambodia	Mar. 29, 1973 to Aug. 15, 1973	X	X	X	X	X
Cambodia Evacuation (Operation Eagle Pull)	Apr. 11, 1975 to Apr. 13, 1975	X	X	X	X	X
Vietnam Evacuation (Operation Frequent Wind)	Apr. 29, 1975 to Apr. 30, 1975	X	X	X	X	X
Mayaguez Operation	May 15, 1975	X	X	X	X	X
Indian Ocean/Iran	Nov. 21, 1979 to Oct. 20, 1981	X	X	X	X	X
El Salvador	Jan. 1, 1981 to Feb. 1, 1992	X	X	X	X	X

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Exhibit 512.232a (p. 2)

Wars, Campaigns, and Expeditions of the Armed Forces Since 1937

Campaign or Expedition	Inclusive Dates	Organizations Participating (indicated by "X" below)				
		Army	Navy	Air Force ²	Marine Corps	Coast Guard
Grenada (Operation Urgent Fury)	Oct. 23, 1983 to Nov. 21, 1983	X	X	X	X	X
Operations in the Libyan Area (Operation Eldorado Canyon)	Apr. 12 thru Apr. 17, 1986	X	X	X	X	X
Persian Gulf Operation (Operation Earnest Watch)	July 24, 1987 to Aug. 1, 1990	X	X	X	X	X
(Operation Vigilant Sentinel)	Dec. 1, 1995 to Feb. 15, 1997	X	X	X	X	X
(Operation Southern Watch) ⁵	Dec. 1, 1995 to	X	X	X	X	X
Panama (Operation Just Cause)	Dec. 20, 1989 to Jan. 31, 1990	X	X	X	X	X
Somalia (Operation Restore Hope)	Dec. 5, 1992 to Mar. 31, 1995	X	X	X	X	X
Haiti (Operation Uphold Democracy)	Sept. 16, 1994 to Mar. 31, 1995	X	X	X	X	X
Bosnia (Operation Joint Endeavor)	Nov. 20, 1995 to Dec. 20, 1996	X	X	X	X	X
(Operation Joint Guard)	Dec. 20, 1996 to	X	X	X	X	X
Persian Gulf Intercept Operation ⁵	Dec. 1, 1995 to	X	X	X	X	X
Iraq (Operation Northern Watch) ⁵	Jan. 1, 1997 to	X	X	X	X	X
Kosovo ⁵	Mar. 24, 1999 to	X	X	X	X	X
Navy Expeditionary Medal and Marine Corps Expeditionary Medal for these operations:						
Cuba	Jan. 3, 1961 to Oct. 23, 1962	—	X	—	X	—
Iranian/Yemen/Indian Ocean	Dec. 8, 1978 to June 6, 1979	—	X	—	X	—
Indian Ocean/Iran	Nov. 21, 1979 to Oct. 20, 1981	—	X	—	X	—
Panama	Apr. 1, 1980 to Dec. 19, 1986 and Feb. 1, 1990 to June 13, 1990	—	X	—	X	—
Lebanon	Aug. 20, 1982 to May 31, 1983	—	X	—	X	—
Libyan Area	Jan. 20, 1986 to June 27, 1986	—	X	—	X	—
Persian Gulf	Feb. 1, 1987 to July 23, 1987	—	X	—	X	—
Liberia (Operation Sharp Edge)	Aug. 5, 1990 to Feb. 21, 1991	—	X	—	X	—
Rwanda (Operation Distant Runner)	Apr. 7, 1994 to Apr. 18, 1994	—	X	—	X	—

¹ "Wars" include only those armed conflicts for which a declaration of war was issued by Congress. The Title 38, U.S.C., definition of "war," which is used in determining benefits administered by the Department of Veterans Affairs, includes the Vietnam Era and other armed conflicts. That Title 38 definition is not applicable for purposes of granting partial leave credit to military retirees.

² The United States Air Force became a separate branch of the Armed Forces of the United States on September 18, 1947.

³ July 2, 1921 is the date of a Joint Resolution of the U.S. Congress that terminated the war with Germany and Austria-Hungary.

⁴ The effective date of the Treaty of Peace with Japan that officially terminated World War II.

⁵ Ongoing campaign or operation through August 2000.

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Exhibit 512.232b (p. 1)

Standard Form 180, Request Pertaining to Military Records

REQUEST PERTAINING TO MILITARY RECORDS				<i>Please read instructions on the reverse. If more space is needed, use plain paper.</i>	
<p>PRIVACY ACT OF 1974 COMPLIANCE INFORMATION. The following information is provided in accordance with 5 U.S.C. 552a(e)(3) and applies to this form. Authority for collection of the information is 44 U.S.C. 2907, 3101, and 3103, and E.O. 9397 of November 22, 1943. Disclosure of the information is voluntary. The principal purpose of the information is to assist the facility servicing the records in locating and verifying the correctness of the requested records or information to answer your inquiry. Routine uses of the information as established and published in accordance with 5 U.S.C. a(e)(4)(D) include the transfer of relevant information to appropriate Federal, State, local, or foreign agencies for use in civil, criminal, or regulatory investigations or prosecution. In addition, this form will be filed with the appropriate military records and may be transferred along with the record to another agency in accordance with the routine uses established by the agency which maintains the record. If the requested information is not provided, it may not be possible to service your inquiry.</p>					
SECTION I—INFORMATION NEEDED TO LOCATE RECORDS (Furnish as much as possible)					
1. NAME USED DURING SERVICE (Last, first, and middle)		2. SOCIAL SECURITY NO.		3. DATE OF BIRTH	
4. PLACE OF BIRTH					
5. ACTIVE SERVICE, PAST AND PRESENT (For an effective records search, it is important that ALL service be shown below)					
BRANCH OF SERVICE (Also, show last organization, if known)		DATES OF ACTIVE SERVICE		Check one OFFL. EN- CER LISTED	
		DATE ENTERED DATE RELEASED		SERVICE NUMBER DURING THIS PERIOD	
6. RESERVE SERVICE, PAST OR PRESENT If "none," check here <input type="checkbox"/>					
a. BRANCH OF SERVICE		b. DATES OF MEMBERSHIP		c. Check one OFFL. EN- CER LISTED	
		FROM TO		d. SERVICE NUMBER DURING THIS PERIOD	
7. NATIONAL GUARD MEMBERSHIP (Check one): <input type="checkbox"/> a. ARMY <input type="checkbox"/> b. AIR FORCE <input type="checkbox"/> c. NONE					
d. STATE		e. ORGANIZATION		f. DATES OF MEMBERSHIP	
				g. Check one OFFL. EN- CER LISTED	
		FROM TO		h. SERVICE NUMBER DURING THIS PERIOD	
8. IS SERVICE PERSON DECEASED <input type="checkbox"/> YES <input type="checkbox"/> NO If "yes," enter date of death.					
9. IS (WAS) INDIVIDUAL A MILITARY RETIREE OR FLEET RESERVIST <input type="checkbox"/> YES <input type="checkbox"/> NO					
SECTION II—REQUEST					
1. EXPLAIN WHAT INFORMATION OR DOCUMENTS YOU NEED; OR, CHECK ITEM 2; OR, COMPLETE ITEM 3					2. IF YOU ONLY NEED A STATEMENT OF SERVICE check here <input type="checkbox"/>
3. LOST SEPARATION DOCUMENT REPLACE- MENT REQUEST (Complete a or b, and c.)					
a. REPORT OF SEPARATION (DD Form 214 or equivalent)		YEAR ISSUED		This contains information normally needed to determine eligibility for benefits. It may be furnished only to the veteran, the surviving next of kin, or to a representative with veteran's signed release (item 5 of this form).	
b. DISCHARGE CERTIFICATE		YEAR ISSUED		This shows only the date and character at discharge. It is of little value in determining eligibility for benefits. It may be issued only to veterans discharged honorably or under honorable conditions; or, if deceased, to the surviving spouse.	
c. EXPLAIN HOW SEPARATION DOCUMENT WAS LOST					
4. EXPLAIN PURPOSE FOR WHICH INFORMATION OR DOCUMENTS ARE NEEDED					
5. REQUESTER					
a. IDENTIFICATION (check appropriate box)					
<input type="checkbox"/> Same person identified in Section I <input type="checkbox"/> Surviving spouse					
<input type="checkbox"/> Next of kin (relationship) _____					
<input type="checkbox"/> Other (specify) _____					
b. SIGNATURE (see instruction 3 on reverse side)					DATE OF REQUEST
6. RELEASE AUTHORIZATION, IF REQUIRED (Read instruction 3 on reverse side)					
I hereby authorize release of the requested information/documents to the person indicated at right (item 7).					
7. Please type or print clearly — COMPLETE RETURN ADDRESS					
Name, number and street, city, State and ZIP code					
TELEPHONE NO. (include area code) ▶					
VETERAN SIGN HERE (If signed by other than veteran show relationship to veteran.)					

180-106

NSN 7540-00-142-9300

STANDARD FORM 180 (Rev. 7-66)
Prescribed by NARA (36 CFR 1228.162(a))

Exhibit 512.232b (p. 2)

Standard Form 180, Requests Pertaining to Military Records

INSTRUCTIONS

1. **Information needed to locate records.** Certain identifying information is necessary to determine the location of an individual's record of military service. Please give careful consideration to and answer each item on this form. If you do not have and cannot obtain the information for an item, show "NA," meaning the information is "not available." Include as much of the requested information as you can. This will help us to give you the best possible service.

2. **Charges for service.** A nominal fee is charged for certain types of service. In most instances service fees cannot be determined in advance. If your request involves a service fee you will be notified as soon as that determination is made.

3. **Restrictions on release of information.** Information from records of military personnel is released subject to restrictions imposed by the military departments consistent with the provisions of the Freedom of Information Act of 1967 (as amended in 1974) and the Privacy Act of 1974. A service person has access to almost any information contained in his own record. The next of kin, if the veteran is deceased, and Federal officers for official purposes, are authorized to receive information from a military service or medical record only as specified in the above cited Acts. Other requesters must have the release authorization, in item 5 of the form, signed by the veteran or, if deceased, by the next of kin. Employers

and others needing proof of military service are expected to accept the information shown on documents issued by the Armed Forces at the time a service person is separated.

4. **Location of military personnel records.** The various categories of military personnel records are described in the chart below. For each category there is a code number which indicates the address at the bottom of the page to which this request should be sent. For each military service there is a note explaining approximately how long the records are held by the military service before they are transferred to the National Personnel Records Center, St. Louis. Please read these notes carefully and make sure you send your inquiry to the right address. Please note especially that the record is not sent to the National Personnel Records Center as long as the person retains any sort of reserve obligation, whether drilling or non-drilling.

(If the person has two or more periods of service within the same branch, send your request to the office having the record for the last period of service.)

5. **Definitions for abbreviations used below:**

NPRC—National Personnel Records Center PERS—Personnel Records
TDRL—Temporary Disability Retirement List MED—Medical Records

SERVICE	NOTE: (See paragraph 4 above.)	CATEGORY OF RECORDS	WHERE TO WRITE ADDRESS CODE	
AIR FORCE (USAF)	Except for TDRL and general officers retired with pay, Air Force records are transferred to NPRC from Code 1, 90 days after separation and from Code 2, 150 days after separation.	Active members (includes National Guard on active duty in the Air Force), TDRL, and general officers retired with pay.		1
		Reserve, retired reservist in nonpay status, current National Guard officers not on active duty in Air Force, and National Guard released from active duty in Air Force.		2
		Current National Guard enlisted not on active duty in Air Force.		13
		Discharged, deceased, and retired with pay.		14
COAST GUARD (USCG)	Coast Guard officer and enlisted records are transferred to NPRC 7 months after separation.	Active, reserve, and TDRL members.		3
		Discharged, deceased, and retired members (see next item).		14
		Officers separated before 1/1/29 and enlisted personnel separated before 1/1/15.		6
MARINE CORPS (USMC)	Marine Corps records are transferred to NPRC between 6 and 9 months after separation.	Active, TDRL, and Selected Marine Corps Reserve members.		4
		Individual Ready Reserve and Fleet Marine Corps Reserve members.		5
		Discharged, deceased, and retired members (see next item).		14
		Members separated before 1/1/1905.		6
ARMY (USA)	Army records are transferred to NPRC as follows: Active Army and Individual Ready Reserve Control Groups: About 60 days after separation. U.S. Army Reserve Troop Unit personnel: About 120 to 180 days after separation.	Reserve, living retired members, retired general officers, and active duty records of current National Guard members who performed service in the U.S. Army before 7/1/72.*		7
		Active officers (including National Guard on active duty in the U.S. Army).		8
		Active enlisted (including National Guard on active duty in the U.S. Army) and enlisted TDRL.		9
		Current National Guard officers not on active duty in the U.S. Army.		12
		Current National Guard enlisted not on active duty in the U.S. Army.		13
		Discharged and deceased members (see next item).		14
		Officers separated before 7/1/17 and enlisted separated before 11/1/12.		6
		Officers and warrant officers TDRL.		8
NAVY (USN)	Navy records are transferred to TDRL, drilling and nondrilling reservists.	Active members (including reservists on duty)—PERS and MED		10
		Discharged, deceased, retired (with and without pay) less than six months, TDRL, drilling and nondrilling reservists	PERS ONLY	10
			MED ONLY	11
		Discharged, deceased, retired (with and without pay) more than six months (see next item)—PERS & MED		14
		Officers separated before 1/1/03 and enlisted separated before 1/1/1886—PERS and MED		6

*Code 12 applies to active duty records of current National Guard officers who performed service in the U.S. Army after 6/30/72.

Code 13 applies to active duty records of current National Guard enlisted members who performed service in the U.S. Army after 6/30/72.

ADDRESS LIST OF CUSTODIANS (BY CODE NUMBERS SHOWN ABOVE)—Where to write / send this form for each category of records

1	Air Force Manpower and Personnel Center Military Personnel Records Division Randolph AFB, TX 78150-6001	5	Marine Corps Reserve Support Center 10950 El Monte Overland Park, KS 66211-1408	8	USA MILPERCEN ATTN: DAPC-MSR 200 Stoval Street Alexandria, VA 22332-0400	12	Army National Guard Personnel Center Columbia Pike Office Building 5800 Columbia Pike Falls Church, VA 22041
2	Air Reserve Personnel Center Denver, CO 80280-5000	6	Military Archives Division National Archives and Records Administration Washington, DC 20408	9	Commander U.S. Army Enlisted Records and Evaluation Center Ft. Benjamin Harrison, IN 46249-5301	13	The Adjutant General (of the appropriate State, DC, or Puerto Rico)
3	Commandant U.S. Coast Guard Washington, DC 20593-0001	7	Commander U.S. Army Reserve Personnel Center ATTN: DARR-PAS 9700 Page Boulevard St. Louis, MO 63132-5200	10	Commander Naval Military Personnel Command ATTN: NMPC-036 Washington, DC 20370-5036	14	National Personnel Records Center (Military Personnel Records) 9700 Page Boulevard St. Louis, MO 63132
4	Commandant of the Marine Corps (Code MMRB-10) Headquarters, U.S. Marine Corps Washington, DC 20380-0001			11	Naval Reserve Personnel Center New Orleans, LA 70146-5000		

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Standard Form 813, Verification of a Military Retiree's Service in Nonwartime Campaigns or Expeditions

SF 813 (8/94) U.S. Office of Personnel Management FPM Supplement 296-33		Verification of a Military Retiree's Service In Nonwartime Campaigns or Expeditions <i>(See Instruction on Reverse Before Completing Form)</i>				Date of Request (Month, Day, Year)							
To: (Address A or B From Reverse Side)				PRIVACY ACT STATEMENT Solicitation of this information is authorized by sections 3502, "Retention Order, and 6303, "Leave Accrual," of title 5, United States Code, and solicitation of the Social Security Number (SSN) is authorized by Executive Order 9397, "Using Social Security Number as Identifier." This information, including the SSN, will be used to verify periods of creditable service in all campaigns and expeditions claimed. Furnishing this information, including the SSN is voluntary, but failure to comply may make it difficult or impossible to verify periods of creditable service.									
1. Name Used During Military Service			2. Service Number		3. Social Security Number								
4. Branch of Service			5. Date of Military Retirement		6. Last Military Rank Held								
7. Remarks													
8. NONWARTIME CAMPAIGNS AND EXPEDITIONS Service from 12/7/41 through 4/28/52 is always creditable and need not be verified.		SERVICE CLAIMED			FOR RECORDS CENTER USE ONLY If not correct, give the dates (from and to) of the active duty the person performed in the period covered by the campaign badge or medal.								
		From: To:			From: To:								
		Mo.	Day	Yr.	Mo.	Day	Yr.	Mo.	Day	Yr.	Mo.	Day	Yr.
9. Requesting Agency (Name, Address and Zip Code)					Items checked were verified by our records. Items which do not correspond with dates shown in records have been corrected.								
					Typed or Stamped Name and Title of Certifying Official								
					Signature								
					Date Signed								
AUTHORIZED FOR LOCAL REPRODUCTION													
813-101													
Previously known as OPM Form 813													

Exhibit 512.232c (p. 2)

Instructions for Completing Standard Form 813**Instructions for Completing SF 813**

NOTE: DO NOT USE THIS FORM FOR PERSONS WHO
ARE NOT MILITARY RETIREES

Use SF 813 only to request verification of a retiree's military service performed in a nonwartime campaign or expedition for which badge/medal was authorized, in order to credit such service for leave accrual rate and reduction-in-force purposes. Complete the address block and items 1 through 9 and submit the form in duplicate to the appropriate address listed below.

- A. To verify campaign/expeditionary service for military retirees of the U.S. Air Force, U.S. Navy, U.S. Marine Corps, and U.S. Coast Guard, address the request to:

National Personnel Records Center
(Military Personnel Records)
9700 Page Boulevard
St. Louis, MO 63132-1547

- B. To verify campaign/expeditionary service for military retirees of the U.S. Army, address the request to:

U.S. Army Reserve Components
Personnel and Administration Center
ATTN: DARP-VSE-VC
9700 Page Boulevard
St. Louis, MO 63132-5000

The records center will verify only claimed and unverified nonwartime campaign or expeditionary service. It is the retired member's responsibility to provide the names of any nonwartime campaign or expedition in which served. The records center will not verify service unless specific campaigns/expeditions and inclusive dates are listed. Service components (e.g., "USAF") or medal (e.g., "Vietnam Service Medal") are not sufficient.

If a follow-up check is necessary, reproduce a copy of the original request and clearly mark the top of the SF 813, "*Follow-up Request*".

512.24 Service Not Counted

Credit is not allowed for:

- a. Service in a nonpay status in excess of 6 months in a calendar year unless the employee is in an LWOP status and is (1) receiving Office of Workers Compensation Programs (OWCP) benefits, (2) serving as a full-time officer or employee of an employee or management organization, or (3) on active military service while being carried on postal rolls in an LWOP status.
- b. LWOP periods during indefinite career appointments that are seasonal, on-call, or intermittent employment.
- c. VISTA service after October 1, 1973, Peace Corps, or similar volunteer service.
- d. Tennessee Valley Authority service.
- e. Time-limited or temporary service performed on or after January 1, 1977.
- f. Service in Army and Air Force Exchange Services (AAFES), Navy and Coast Guard Exchanges, Army and Air Force Motion Picture Service, and other organizations under the jurisdiction of the armed forces conducted for the comfort, pleasure, contentment, and mental and physical improvement of armed forces personnel.
- g. Foreign national service, that is, service during which the employee worked outside the United States for a federal agency — such as the Department of the Army, the U.S. Department of State, or the U.S. Agency for International Development — as a foreign citizen.

512.3 Accrual and Crediting**512.31 Employee Categories****512.311 Full-Time Employees**

The following provisions concern full-time employees:

- a. *Accrual Chart.* Full-time career employees earn annual leave based on their number of creditable years of service:

Leave Category	Creditable Service	Maximum Leave Per Year
4	Less than 3 years	4 hours for each full biweekly pay period; i.e., 104 hours (13 days) per 26-period leave year.
6	3 years but less than 15 years	6 hours for each full biweekly pay period plus 4 hours in last full pay period in calendar year; i.e., 160 hours (20 days) per 26-period leave year.
8	15 years or more.	8 hours for each full biweekly pay period; i.e., 208 hours (26 days) per 26-period leave year.

- b. *Credit at Beginning of Leave Year.* Full-time career employees are credited at the beginning of the leave year with the total number of annual leave hours that they will earn for that leave year.
- c. *Changes in Employee's Accrual Rate.* Leave credit at the beginning of the leave year reflects any change in an employee's accrual rate for that year.
- d. *Change From Part-Time to Full-Time.* An employee who changes from a part-time to a full-time employee after the start of a leave year is credited with the annual leave to be earned for the remainder of the leave year.
- e. *Nonpay Status.* Leave credit for periods in which an employee is in a nonpay status is reduced during the leave year as follows:
 - (1) When an employee's absence in a nonpay status totals the equivalent of 1 pay period of regular service during the leave year (10 days or 80 hours), credit for leave is reduced by the amount of leave earned by the employee in a pay period.

Notes:

- (a) For rural carriers who are required to work 6 days a week, the equivalent of 1 pay period is 12 days or 96 hours.
- (b) For J route carriers, the equivalent of 1 pay period is 11 days or 88 hours.
- (2) When an employee has one or more periods of LWOP during the leave year, all hours in a nonpay status (during periods in which the employee earned annual leave) are totaled to reduce leave credits.

512.312 Part-Time Employees

The following provisions concern part-time employees:

- a. *Accrual and Crediting Chart.* Part-time career employees other than rural carriers earn annual leave based on the number of hours in which they are in pay status (see [Exhibit 512.312](#)).
- b. *Biweekly Crediting.* Leave accrues and is credited in whole hours at the end of each biweekly pay period. All hours in pay status that cannot be credited for leave purposes (see 512.312a) are dropped when:
 - (1) The leave year ends.
 - (2) The employee's status is changed from part-time to full-time.
 - (3) The employee is removed from the rolls for any cause.
- c. *Exceptions.* The following are exceptions to the crediting rule in 512.312b.
 - (1) Part-time regular schedule employees including A-E postmasters are credited with annual leave on a pro rata basis, according to their authorized daily schedules. Employees other than A-E postmasters must wait until they have 1 year or more of career service to be credited at the beginning of the leave year with the annual leave that they will earn during the leave year. A-E postmasters are credited at the beginning of the leave year with

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the annual leave that they earn during the leave year. Part-time regular employees are entitled to additional leave hours, based on their leave category, for each 20, 13, or 10 hours of work in excess of the schedule (see [Exhibit 512.312](#)).

- (2) Substitute rural carriers and rural carrier associates (RCAs) earn leave for time serving (a) a vacant route or (b) a route from which the rural carrier is on extended leave in excess of 90 days. RCAs also earn leave based on the number of hours worked serving an auxiliary route for a period in excess of 90 days. The leave category for substitute rural carriers is based on creditable service, and for RCAs it is based on category 4. The first day of the pay period following 90 days, the substitute or RCA is credited with accrued annual leave for the first 90 days.
- (3) Auxiliary rural carriers, including substitute rural carriers in dual appointments, are credited with annual leave for actual service performed in accordance with their appropriate leave category. If auxiliary rural carriers are otherwise employed (e.g., as clerks in the Post Office), such additional service is also used in the computation of leave credit; otherwise, they are credited as instructed in 512.312a.

Exhibit 512.312

Accrual and Crediting Chart for Part-Time Career Employees

Leave Category	Years of Creditable Service	Maximum Leave per Year	Rate of Accrual	Hours in Pay Status	Hours of Leave Earned per Period
4	Less than 3 years.	104 hours, or 13 days per 26-period leave year or 4 hours for each biweekly pay period.	1 hour for each unit of 20 hours pay in status.	20	1
				40	2
				60	3
				80	4 (max.)
6	3 years but less than 15 years.	160 hours, or 20 days per 26-period leave year or 6 hours for each full biweekly pay period. ¹	1 hour for each unit of 13 hours in pay status.	13	1
				26	2
				39	3
				52	4
				65	5
8	15 years or more.	208 hours, or 26 days per 26-period leave year or 8 hours for each full biweekly pay period.	1 hour for each unit of 10 hours in pay status.	78	6 (max.) ¹
				10	1
				20	2
				30	3
				40	4
				50	5
				60	6
				70	7
				80	8 (max.)

¹ Except that the accrual for the last pay period of the calendar year may be 10 hours, provided the employee has the 130 creditable hours or more in a pay status in the leave year for leave purposes.

Recording Hours for Annual and Sick Leave

- a. Units of hours in a pay status are converted into annual leave credits at the rate of 1 hour for each unit of 20, 13, or 10 hours in a pay status — up to a maximum of 4, 6, or 8 hours per biweekly pay period, depending on the employee's leave category.
- b. Hours in a pay status in excess of these whole units are accumulated and carried forward as excess workhours. These excess (uncredited) workhours are added to hours in a pay status in the next period.
- c. Whole units of creditable hours (20, 13, or 10) are then converted into leave hours at the unit rate — provided no more leave is credited to a part-time employee than could be earned in the same leave year by a full-time employee.
- d. The maximum credit allowable for a particular leave category is calculated by multiplying the period number by the number of leave hours allowable per period.

512.313 **Appointees**

The following provisions concern appointees:

- a. *Rate of Leave Accrual.* The rate of leave accrual for a new career employee (whether appointed, reinstated, or transferred) *is determined promptly as soon as related facts are verified.* It is based on creditable service, both civilian and military (see 512.2).
- b. *Ninety-Day Qualifying Period.*
 - (1) *Requirement.* New employees are not credited with and may not take annual leave until they complete 90 days of continuous employment under one or more appointments without a break in service.
Exception: This requirement does not apply to (a) career (or career conditional) employees who have had a minimum of 90 days of continuous federal service prior to transferring, without a break in service, to a Postal Service career position (see 512.812 and 512.91) or (b) substitute rural carriers or RCAs who are in a leave-earning status and convert to a Postal Service career position without a break in service.
 - (2) *Break in Service.* A break in service of 1 or more workdays breaks the continuity of employment. Any further employment requires beginning a new 90-day period. (For substitute rural carriers and RCAs, see 512.552.)
 - (3) *Active Military Service.* Active military service for an employee *not entitled to mandatory restoration* is a break in civilian service. The employee begins a new 90-day qualifying period for leave purposes.
 - (4) *Full-Time Employees and A-E Postmasters.* After new employees complete the 90-day qualifying period, they are credited with annual leave to be earned during the remainder of the leave year plus the leave earned during the qualifying period.
 - (5) *Part-Time Employees Except A-E Postmasters.* After part-time employees complete the 90-day qualifying period, annual leave that they have accrued is credited to their accounts.
- c. *Partial Pay Period.*
 - (1) Any employee whose appointment is made effective after the first Monday of a pay period does not receive leave credit for service performed during that pay period. Part-time employees appointed in this manner do not have their service hours brought forward for leave purposes for that pay period.
 - (2) An employee transferring from an agency having different pay periods may be given credit for the partial period.

512.32 Maximum Carryover**512.321 Maximum Carryover Amounts**

The maximum carryover amount, i.e., the maximum amount of previously accumulated annual leave with which an employee may be credited at the beginning of a year, is as follows:

- a. *Bargaining Unit Employees.* The maximum leave carryover for bargaining unit employees is 55 days (440 hours).
- b. *Executive and Administrative Schedule (EAS) Employees.* The maximum carryover amount for EAS employees is 70 days (560 hours).
- c. *Employees Affected by Public Law 102.* For employees who, on January 1, 1953 (prior to the passage of Public Law 102), (1) had more accumulated leave to their credit than the amounts provided above, and (2) who have maintained balances in excess of those amounts, the maximum carryover amount is the balances they have maintained.

512.322 Nonbargaining Unit to Bargaining Unit

When a nonbargaining unit employee is permanently assigned to a bargaining unit position, the employee's annual leave carryover ceiling is reduced to the carryover ceiling for that bargaining unit. The employee is permitted to use the excess annual leave over the bargaining unit ceiling during the leave year in which the permanent assignment is effective.

512.4 Authorizing Annual Leave**512.41 Requests for Annual Leave****512.411 General**

Except for emergencies, annual leave for all employees except postmasters must be requested on PS Form 3971 and approved in advance by the appropriate supervisor. Leave requests from rural carriers must be approved in accordance with Article 10 of the USPS-NRLCA National Agreement.

512.412 Emergencies

An exception to the advance approval requirement is made for emergencies; however, in these situations, the employee must notify appropriate postal authorities of the emergency and the expected duration of the absence as soon as possible.

When sufficient information is provided to the supervisor to determine that the absence may be covered by the Family and Medical Leave Act (FMLA), the supervisor completes a PS Form 3971 and mails it to the employee's address of record along with a Publication 71, *Notice for Employees Requesting Leave for Conditions Covered by Family and Medical Leave Policies*.

When the supervisor is not provided enough information in advance of the absence to determine that the absence is covered by FMLA, the employee must submit PS Form 3971 and applicable medical or other certification upon returning to duty and explain the reason for the emergency to his or her supervisor.

Supervisors approve or disapprove the leave request. When the request is disapproved, the absence may be recorded as LWOP or absent without leave (AWOL) at the discretion of the supervisor as outlined in 512.422.

512.42 **PS Form 3971 Request for or Notification of Absence**

512.421 **Purpose**

Request for annual leave is made in writing, in duplicate, on PS Form 3971.

512.422 **Approval or Disapproval**

The supervisor is responsible for approving or disapproving the request for annual leave by signing PS Form 3971, a copy of which is given to the employee. If a supervisor does not approve a request for leave, the Disapproved block on PS Form 3971 is checked and the reasons given in writing in the space provided. When a request is disapproved, the granting of any alternate type of leave, if any, must be noted along with the reasons for disapproval. AWOL determinations must be similarly noted.

512.423 **Retention and Disposal Period**

Forms 3971 are retained by the installation head for 2 years from the date the leave is taken or disapproved and are then destroyed. (Documents that become a part of a disciplinary file or administrative proceeding will be disposed of with that file.)

512.43 **Insufficient Leave Balance**

If the leave is approved and the employee has an insufficient leave balance, it is changed to LWOP when the employee's pay is processed.

512.5 **Leave Charge Information**

512.51 **Full-Time Employees**

512.511 **Minimum Unit Charge**

Minimum unit charges for full-time employees are as follows:

Employee Category	Minimum Unit Charge
All full-time nonexempt employees.	One-hundredth of an hour (0.01 hour).
Full-time exempt.	(See 519.7.)
Regular rural carriers.	1 day (8 hours).
Substitute rural carriers and RCAs when in a leave-earning status and serving:	
(1) Vacant routes.	1 day (8 hours).
(2) Routes from which rural carriers are on extended leave.	1 day (8 hours).
RCAs when in a leave-earning status and serving auxiliary routes.	1 hour.
Auxiliary rural carriers.	1 hour.
Triweekly rural carriers.	(See 512.54.)

512.512 Holidays

Leave cannot be charged for national legal holidays, days designated as holidays, or absences authorized by administrative order.

Exception: If an employee shown to be eligible in 434.422 elects to receive annual leave credit in lieu of holiday leave pay (see 512.65), annual leave may be charged to supplement work hours, up to the limit of the employee's regular work schedule, on the holiday worked.

512.513 Leave for Postmasters and Installation Heads

These employees must (a) promptly report emergency or planned absences exceeding 5 working days to their postal managers and (b) maintain accurate records of their leave.

512.514 Rural Carriers (Regular and Substitute)

See 512.53 and 512.55.

512.52 Part-Time Employees**512.521 Minimum Unit Charge**

Minimum unit charges for part-time employees are as follows:

Employee Category	Minimum Unit Charge
All part-time nonexempt employees.	One-hundredth of an hour (0.01 hour).
Part-time exempt employees.	(See 519.)

512.522 Part-Time Regular

A part-time regular employee who is granted annual leave and performs service on the same day is not allowed to take more leave hours than would total 8 hours when combined with workhours.

512.523 Part-Time Flexible

The following provisions concern part-time flexible employees:

- a. A part-time flexible employee who has been credited with 40 hours or more of paid service (work, leave, or a combination of work and leave) in a service week is not granted paid annual or sick leave during the remainder of that service week. Absences in such cases are treated as nonduty time, not chargeable to paid leave of any kind. Supervisors should avoid granting leave resulting in the requirement for overtime pay.
- b. Part-time flexible employees who request leave on days that they are scheduled to work, except legal holidays, may be granted leave provided they can be spared. The combination of leave and workhours charged to these employees cannot exceed 8 hours on any one day. The installation head may also consider a request for annual leave on any day a part-time flexible employee is not scheduled to work. The 40 hours paid service in a service week specified in 512.523a may not be exceeded.

512.524 A-E Postmasters

The following provisions concern A-E postmasters:

- a. *Maximum Leave.* Annual leave may not exceed the scheduled service hours for the day on which the leave is taken.
- b. *Saturday Absences.* A-E postmasters work a 6-day week. Absence on Saturday that occurs within or at the beginning or end of a period of annual leave or sick leave is not charged to such leave, nor is there loss of compensation provided either of the following is true:
 - (1) There are 5 or more days of annual or sick leave within the period.
 - (2) There are 4 or more days of annual or sick leave plus a holiday. If the holiday falls on a Saturday that is a scheduled workday, absence on the preceding Friday is not charged to leave. If the leave period is for less than 4 days, absence on Friday is charged to leave.

512.53 Regular Rural Carriers**512.531 General**

Annual leave is earned by a regular rural carrier in accordance with 512.311 and the terms of the applicable collective bargaining agreement. It is taken in minimum units of 1 day (8 hours) provided a leave replacement is available.

512.532 Saturday Absences

Rules for approved absences of regular rural carriers, substitute rural carriers, or RCAs in a leave-earning status are subject to the specific conditions of the USPS-NRLCA National Agreement. Accordingly, the following apply:

- a. Absence on Saturday that occurs within or at the beginning or end of a period of annual leave or sick leave is not charged to such leave, nor is there loss of compensation provided the appropriate leave balance on the PS Form 1223-A, *Earnings Statement*, reflects at least 6 days of leave and either of the following is true:
 - (1) There are more than 5 days of annual or sick leave within the period.
 - (2) There are more than 4 days of annual or sick leave plus a holiday. If the holiday falls on a Saturday that is a scheduled workday, absence on the preceding Friday is not charged to leave. If the leave period is 4 days or less, absence on Friday is charged to leave.
- b. Interruption during the approved period of annual or sick leave by 1 day of court leave due to circumstances beyond the carrier's control does not disqualify the carrier for coverage as provided above.
- c. Upon request, a rural carrier is granted annual leave or LWOP on Saturday, at the carrier's option, provided a replacement is available.

512.54 Triweekly Rural Carriers**512.541 Week's Absence**

Carriers who are absent for a week on sick or annual leave are charged with 5 days' leave.

512.542 Absences Less Than a Week

Carriers who are absent for less than a week at a time are charged with 2 days' leave for each workday of absence.

512.543 Leave Carryover

The carrier may end the year with 1 day of unused annual leave. This day may be carried forward into another leave year provided the total carried forward does not exceed 55 days, except as provided in 512.321.

512.55 Leave Replacements for Rural Carriers**512.551 General**

After a rural carrier or RCA has been assigned to and served in excess of 90 days in a vacant route or in a route from which a rural carrier is on extended leave, or after an RCA has been assigned to and served in excess of 90 days in an auxiliary route, he or she may take the accrued annual leave. Annual leave is granted in accordance with normal leave requirements and the terms of the applicable collective bargaining agreement. It is granted in minimum units of 1 day for regular routes or 1 hour for auxiliary routes provided a leave replacement is available.

512.552 Ninety-Day Qualifying Period

Substitute carriers and RCAs qualify for taking leave after being assigned as the primary leave replacement and serving in excess of 90 days in (a) a vacant route or (b) a route from which the rural carrier is on extended leave. RCAs also qualify for taking leave after being assigned to and serving an auxiliary route in excess of 90 days. A break in service of 1 or more workdays breaks continuity of employment, and the substitute carrier or RCA must begin a new 90-day qualifying period. Normally a break in service occurs only when the regular carrier returns or when the vacant route is filled by the appointment of a new regular rural carrier. A break in service does not mean absence from the route on a nonscheduled workday or absence in approved leave status, including LWOP. The first day of the pay period following 90 days of service, the substitute carrier or RCA is credited with annual leave accrued for the 90-day qualifying period. (In determining the employee's leave category, credit is also given for prior service as a substitute rural carrier or RCA.)

512.553 Lump Sum Payment

When regular rural carriers return to duty, substitute replacement carriers who earn leave are given lump sum payments for the annual leave to their credit if they have been in a leave-earning capacity. The lump sum payment is not made if the substitute replacement carrier is converted to a career position without a break in service and continues to earn leave.

512.56 Auxiliary Rural Carriers

Auxiliary rural carriers earn leave based on the number of hours worked and in accordance with the appropriate leave category. Leave is credited as earned. These carriers are granted leave in increments of 1 hour.

512.6 Vacation Planning and Special Programs**512.61 Bargaining Unit Employees Vacation Planning**

For these employees, leave is subject to specific vacation planning provisions of applicable collective bargaining agreements. Note also:

- a. For all regular employees, both full-time and part-time, vacation leave is granted when requested to the extent practicable.
- b. For part-time flexible employees, vacation planning is limited to accumulated and accrued leave.

512.62 Nonbargaining Unit Employees Vacation Planning

Vacation leave is granted to these employees when their services can best be spared. Postmasters and other responsible officials must schedule leave so that (a) employees do not forfeit leave and (b) postal operations are not impaired.

512.63 Annual Leave Exchange**512.631 General**

The annual leave exchange program provides eligible employees with the opportunity to receive cash in exchange for leave that they will earn during the next leave year. Accumulated leave and leave accrued during the current leave year cannot be exchanged under this program. The terms and conditions for exchanging leave vary for bargaining unit and nonbargaining unit employees and are explained in the instructions mailed to eligible employees before the open season November 15 through December 15 each year.

512.632 Bargaining Unit Annual Leave Exchange

Certain national collective bargaining agreements provide a leave exchange option for covered employees. Eligibility and the other terms and conditions for this option are set forth in the applicable collective bargaining agreements and information related to administering the program.

512.633 Nonbargaining Unit Annual Leave Exchange

Career employees permanently assigned to a nonbargaining unit position are provided the option at the end of the calendar year to exchange for cash a given number of hours of the annual leave they would otherwise earn during the next leave year. The minimum and maximum number of hours allowed each year, as well as the leave balance the employee must have at the end of the leave year in which the election is made, and any other requirements, are determined by consultation with Postal Service management associations and specified in information related to administering the program.

512.634 Processing Annual Leave Exchange Options

Open season for the annual leave exchange program runs from November 15 to December 15 each year. Eligible employees are notified of the election before the open season. The exchange is effective the first full pay period of the new leave year.

Note: Postal employees may not exchange leave already earned that exceeds the Postal Service leave carryover limit due to Internal Revenue Service “constructive receipt” regulations.

512.64 Annual Leave Sharing

The annual leave-sharing program provides employees the opportunity to receive and use donated annual leave and to donate their annual leave to another employee under certain conditions. The program is limited to career nonbargaining unit and bargaining unit employees and to noncareer employees designated as transitional employees (TEs) under certain collective bargaining agreements. The terms and conditions for this program are set forth in applicable collective bargaining unit agreements and memorandums of understanding. Instructions for administration of the terms and conditions are found in Management Instruction EL-510-2003-2, *Annual Leave Sharing Program*.

512.65 Annual Leave Credit in Lieu of Holiday Leave Pay

Employees shown to be eligible in 434.422 who work a holiday may elect to receive annual leave credit in lieu of holiday leave pay. If they do so and then work only a partial day, they may use LWOP, annual leave, or sick leave (if they become ill during their scheduled tour) to supplement work hours, up to the limit of their regular work schedule, on the holiday worked.

512.7 Separation Adjustments**512.71 Terminal Leave Worksheet**

If an employee is not transferring to another federal agency and is separating from the Postal Service, the Eagan ASC furnishes the separating installation with PS Form 2246, *Terminal Leave Worksheet*, for filing in the employee’s official personnel folder. (For transfers to other federal agencies, see 512.8.)

512.72 Collection for Unearned Leave**512.721 Refund**

Separating employees who are indebted for unearned annual leave or sick leave must refund the amount paid to them for such unearned leave. If employees do not make refunds, deductions are made from any funds that are due them.

512.722 Exception

Collection is not required in cases of death or in the case of separation due to a disability that prevents an employee from returning to duty or continuing in the Postal Service.

512.73 Lump Sum Terminal Leave Payment**512.731 General**

Separating employees may receive lump sum terminal leave payments subject to the following conditions:

- a. *Completion of Qualifying Period.* Except for those employees identified under 512.812, employees who separate before completing the 90-day qualifying period forfeit terminal leave payment for accrued leave. Employees who complete the 90-day qualifying period, even if separated at the close of business on day 90, may be entitled to terminal leave payment for accrued leave.
- b. *Completion of Pay Period.* Employees whose separation is effective before the last Friday of a pay period do not receive leave credit or terminal leave payment for the leave that would have accrued during that pay period.

512.732 Entitlement Amounts

Separating employees may receive lump sum terminal leave payments as follows:

- a. *Nonbargaining Unit Employees.* Nonbargaining unit employees may receive a lump sum leave payment for accumulated annual leave carried over from the previous year; accrued annual leave for the year in which they separate, including amounts over the carryover maximum; any unused donated leave; and for full-time and part-time regular employees, holidays that fall within the terminal leave period.
- b. *Bargaining Unit Employee.* Bargaining unit employees may receive a lump sum leave payment:
 - (1) If separating other than under the Voluntary Early Retirement Authority (VERA), for accumulated annual leave carried over from the previous year; accrued annual leave for the year in which they separate, up to the carryover maximum for their bargaining unit (see 512.32); any unused donated leave; and for full-time and part-time regular employees, holidays that fall within the terminal leave period. Any part of the unused annual leave earned during the leave year of separation that is in excess of the maximum carryover amount is granted prior to separation rather than paid out in the form of a lump sum payment. No payment is made for unused leave that the employee would have been required to forfeit at the end of the leave year.
 - (2) If separating under VERA, for accumulated annual leave carried over from the previous year; accrued annual leave for the year in which they separate, including amounts over the carryover maximum for their bargaining unit; any unused donated leave; and for full-time and part-time regular employees, holidays that fall within the terminal leave period.

Note: Transitional employees receive payment for accrued annual leave at the end of their appointment.

512.733 Separation for Military Service

Employees who separate to enter active U.S. military duty may choose to receive a lump sum leave payment or to have their accrued annual leave balance held for credit until they return to Postal Service duty.

512.734 Separation Followed by Reemployment

Employees who receive a lump sum leave payment on separation from a Postal Service position (or a federal position under the federal leave system) and who are reemployed or reinstated to a leave-earning status before the period covered by the payment expires must refund to the Postal Service in full the payment for the overlapping period. These employees may then be recredited (see 512.9) with leave.

512.735 Absence of Relationship to Annuity Payment

Lump sum payment for annual leave at the time of retirement does not affect the amount or commencement date of annuity payments.

512.736 Payment to Beneficiaries or Estates of Employees Who Die in Service

If employees die in service, terminal leave payments are made as follows:

- a. The beneficiaries or estates of nonbargaining unit employees receive terminal leave payments that are the same as the payments to which the employees would have been entitled if they had separated while living (see 512.732a).
- b. The beneficiaries or estates of bargaining unit employees receive terminal leave payments that are the same as the payments to which the employees would have been entitled if they had separated while living (see 512.732b(1)) with the provision that the amount includes payment for accrued annual leave in excess of the maximum carryover amount that the employees could have taken if they had lived to the end of the leave year, but not for accrued annual leave that the employees would have been required to forfeit.

512.8 Transfers**512.81 Transfer Without a Break in Service****512.811 From the Postal Service to a Federal Agency**

The Eagan ASC furnishes the agency gaining the employee with SF 1150. (A copy of SF 1150 is *not* sent to the losing installation.) When necessary, the Postal Service collects for used but unearned leave (see 512.721). When the receiving agency is unable to transfer a leave balance in excess of its leave carryover limit, the employee receives a lump sum payment for earned annual leave that cannot be transferred. The lump sum is calculated by multiplying the person's postal hourly rate times the number of earned annual leave hours that cannot be transferred.

512.812 From a Federal Agency to the Postal Service

Leave credit must be transferred to the employee's leave account. However, leave that may be transferred is limited to the leave carryover limit applicable

to the Postal Service position to be filled. The employee should not have to take LWOP because of delay in transferring leave:

- a. If the SF 1150 does not reach the Eagan ASC before the employee has to take leave, the Eagan ASC may contact the losing agency to request the employee's leave balance.
- b. If LWOP cannot be avoided, the record can be adjusted when the SF 1150 is received to show paid leave unless the employee requests that the LWOP remain unchanged.

512.82 **Transfer With a Break in Service**

An employee who moves from the Postal Service to another federal agency after a break in service is separated (see 512.7) and later reemployed (see 512.9). Any accumulated leave is not transferred, but is paid for in a lump sum.

512.9 **Recrediting Annual Leave**

512.91 **Policy**

Annual leave that may be recredited consists of leave earned under any of the leave systems merged under the Annual and Sick Leave Act of 1951. However, annual leave that is already forfeited cannot be recredited.

Annual leave is recredited under the act for:

- a. Employees who are reemployed before the period covered by the lump sum payment expires.
- b. Employees who transferred to a position that is not under an annual leave system and transferred back to the Postal Service without a break in Postal Service service of more than 52 continuous calendar weeks.
- c. Employees who return to pay and duty status following a period of suspension or involuntary separation (i.e., cases of retroactive reversals of disciplinary action).

512.92 **Procedures**

512.921 **Leave Earned in Prior Service in the Postal Service**

See 512.734.

512.922 **Leave Earned at Another Agency**

When an employee makes application for recredit of leave earned in another agency, the Postal Service contacts the other agency to determine if leave was forfeited at the time of separation. If not, the agency is asked to certify the leave account. The following applies:

- a. If the agency cannot find the leave record, the Postal Service will accept a statement or other evidence of leave credits. The statement should include an estimate of leave credit and reflect the factors forming the basis of the estimate.
- b. If the leave record or statement justifies it, the amount of leave shown is recredited.

512.923 **Leave Buy-Back — OWCP**

The following provisions concern leave buy-back:

- a. Under the provisions of the Injury Compensation Program, current employees may be permitted to buy back sick and annual leave they used while awaiting adjudication of their cases by OWCP. In traumatic injury cases, employees may be permitted to buy back only the leave that is used after the end of the 45-day continuation-of-pay period.
- b. When the employee buys back annual leave for a previous year that exceeds the applicable maximum (see 512.32), the excessive leave is automatically forfeited. Employees are allowed to buy back only those hours that can be carried forward.
- c. Some loss of leave may occur when the period of absence is changed to an LWOP status as a result of leave buy-back. For every 80 hours of paid leave bought back and changed to LWOP, both annual and sick leave are adjusted by the amount earned in 1 pay period. The employee must be informed of this so there will be no misunderstanding.

See [Exhibit 514.4](#), item e, for further information.

513 **Sick Leave**

513.1 **Purpose**

513.11 **Sick Leave for Employee Incapacitation**

Sick leave insures employees against loss of pay if they are incapacitated for the performance of duties because of illness, injury, pregnancy and confinement, and medical (including dental or optical) examination or treatment.

513.12 **Sick Leave for Dependent Care**

A limited amount of sick leave may also be used to provide for the medical needs of a family member. Nonbargaining unit employees, and bargaining unit employees if provided in their national agreements, are allowed to take up to 80 hours of their accrued sick leave per leave year to give care or otherwise attend to a family member (as defined in 515.2) with an illness, injury, or other condition that, if an employee had such a condition, would justify the use of sick leave. If leave for dependent care is approved, but the employee has already used the maximum 80 hours of sick leave allowable, the difference is charged to annual leave or to LWOP at the employee's option. (See 515 for information about FMLA entitlement to be absent from work.)

513.2 Accrual and Crediting**513.21 Accrual Chart**

Time accrued is as follows:

Employee Category	Time Accrued
Full-time employees.	4 hours for each full biweekly pay period — i.e., 13 days (104 hours) per 26-period leave year.
Part-time employees.	1 hour for each unit of 20 hours in pay status up to 104 hours (13 days) per 26-period leave year.

513.22 Crediting**513.221 General**

Sick leave is credited at the end of each biweekly pay period in which it is earned. Sick leave (earned and unused) accumulates without limitation.

513.222 Part-Time Employees

Part-time employees are not credited with sick leave in excess of 13 days (104 hours) per 26-period leave year.

513.223 Leave Replacements for Rural Carriers

Substitute rural carriers or RCAs assigned to and serving (a) a vacant route or (b) a route from which the rural carrier is on extended leave, and RCAs assigned to and serving an auxiliary route are credited with sick leave starting with the first pay period following the 90-day qualifying period.

513.224 Auxiliary Rural Carriers

Auxiliary rural carriers are not credited with sick leave in excess of 104 hours per leave year. If they serve in another capacity (e.g., flexible employees) in the Post Office, that service is also used in computing sick leave credit (see 513.21).

513.225 Substitute Rural Carriers in Dual Appointment

Substitute rural carriers in dual appointments earn sick leave only when their service is performed in a position that is subject to the Civil Service Retirement Act. The leave can be used only while they are serving in a leave-earning position.

513.226 Leave Credit Adjustment for LWOP

See 514.24.

513.3 Authorizing Sick Leave**513.31 Policy****513.311 General**

Sick leave cannot be granted until it is earned, except as provided in 513.5.

513.312 Restriction

An employee who is in sick leave status may *not* engage in any gainful employment unless prior approval has been granted by appropriate authority (see 662, Federal Standards of Ethical Conduct).

513.32 Conditions for Authorization

Conditions for authorization are as follows:*

Conditions	
Illness or injury.	If the employee is incapacitated for the performance of official duties.
Pregnancy and confinement.	If absence is required for physical examinations or periods of incapacitation.
Medical, dental, or optical examination or treatment.	If absence is necessary during the employee's regular scheduled tour.
For eligible employees (as indicated in 513.12), care for a family member (as defined in 515.2).	Up to 80 hours of accrued sick leave per leave year if the illness, injury, or other condition is one that, if an employee had such a condition, would justify the use of sick leave.
Contagious disease. A contagious disease is a disease ruled as requiring isolation, quarantine, or restriction of movement of the patient for a particular period by the health authorities having jurisdiction.	If the employee (1) must care for a family member afflicted with a contagious disease, (2) has been exposed to a contagious disease and would jeopardize the health of others, or (3) has evidence supplied by the local health authorities or a certificate signed by a physician certifying the need for the period of isolation or restriction.
Medical treatment for disabled veterans.	If the employee (1) presents a statement from a duly authorized medical authority that treatment is required, and (2) when possible, gives prior notice of the definite number of days and hours of absence. (Such information is needed for work scheduling purposes.)

* Sick leave, annual leave, or LWOP is granted as may be necessary for any of these conditions in accordance with normal leave policies and collective bargaining agreements. (See also 513.6 and 514.22.)

513.33 Requests for Sick Leave**513.331 General**

Except for unexpected illness or injury situations, sick leave must be requested on PS Form 3971 and approved in advance by the appropriate supervisor.

513.332 Unexpected Illness or Injury

An exception to the advance approval requirement is made for unexpected illness or injuries; however, in these situations the employee must notify appropriate postal authorities of their illness or injury and expected duration of absence as soon as possible. When sufficient information is provided to

the supervisor to determine that the absence is to be covered by FMLA, the supervisor completes PS Form 3971 and mails it to the employee's address of record along with a Publication 71.

When the supervisor is not provided enough information in advance to determine whether or not the absence is covered by FMLA, the employee must submit a request for sick leave on PS Form 3971 and applicable medical or other certification upon returning to duty and explain the reason for the emergency to his or her supervisor. Employees may be required to submit acceptable evidence of incapacity to work as outlined in the provisions of 513.36, Documentation Requirements, or noted on the reverse of PS Form 3971 or Publication 71, as applicable.

The supervisor approves or disapproves the leave request. When the request is disapproved, the absence may be recorded as annual leave or, if appropriate, as LWOP or AWOL, at the discretion of the supervisor as outlined in 513.342.

513.34 **PS Form 3971, Request for or Notification of Absence**

513.341 **General**

Request for sick leave is made in writing, in duplicate, on PS Form 3971. If the absence is to care for a family member, this fact is to be noted in the Remarks section.

513.342 **Approval or Disapproval**

The supervisor is responsible for approving or disapproving requests for sick leave by signing PS Form 3971, a copy of which is given to the employee. If a supervisor does not approve a request for leave as submitted, the Disapproved block on the PS Form 3971 is checked and the reason(s) given, in writing, in the space provided. When a request is disapproved, the granting of any alternate type of leave, if any, must be noted along with the reason for the disapproval. AWOL determinations must be similarly noted.

513.35 **Postmaster Absences**

There are special requirements for postmaster absences:

- a. *Leave Replacement.* A postmaster whose absence requires the hiring of a leave replacement must notify the appropriate official.
- b. *Absence Over 3 Days.* A postmaster who is absent in excess of 3 days must submit PS Form 3971 within 2 days of returning to duty or, for an extended illness, at the end of each accounting period.

513.36 **Sick Leave Documentation Requirements**

513.361 **Three Days or Less**

For periods of absence of 3 days or less, supervisors may accept the employee's statement explaining the absence. Medical documentation or other acceptable evidence of incapacity for work or need to care for a family member is required only when the employee is on restricted sick leave (see 513.39) or when the supervisor deems documentation desirable for the protection of the interests of the Postal Service. Substantiation of the family relationship must be provided if requested.

513.362 Over Three Days

For absences in excess of 3 days, employees are required to submit medical documentation or other acceptable evidence of incapacity for work or of need to care for a family member and, if requested, substantiation of the family relationship.

513.363 Extended Periods

Employees who are on sick leave for extended periods are required to submit at appropriate intervals, *but not more frequently than once every 30 days*, satisfactory evidence of continued incapacity for work or need to care for a family member unless some responsible supervisor has knowledge of the employee's continuing situation.

513.364 Medical Documentation or Other Acceptable Evidence

When employees are required to submit medical documentation, such documentation should be furnished by the employee's attending physician or other attending practitioner who is performing within the scope of his or her practice. The documentation should provide an explanation of the nature of the employee's illness or injury sufficient to indicate to management that the employee was (or will be) unable to perform his or her normal duties for the period of absence. Normally, medical statements such as "under my care" or "received treatment" are not acceptable evidence of incapacitation to perform duties.

Supervisors may accept substantiation other than medical documentation if they believe it supports approval of the sick leave request.

513.365 Failure to Furnish Required Documentation

If acceptable substantiation of incapacitation is not furnished, the absence may be charged to annual leave, LWOP, or AWOL.

513.37 Return to Duty

An employee returning from an FMLA-covered absence because of his or her own incapacitation must provide documentation from his or her health care provider that he or she is able to perform the functions of the position with or without limitation. Limitations described are accommodated when practical. Bargaining unit employees must also comply with requirements in 865.

513.38 Performance Ability Questioned

When the reason for an employee's sick leave is of such a nature as to raise justifiable doubt concerning the employee's ability to satisfactorily and/or safely perform duties, a *fitness-for-duty medical examination* is requested through appropriate authority. A complete report of the facts, medical and otherwise, should support the request.

513.39 Restricted Sick Leave**513.391 Reasons for Restriction**

Supervisors or installation heads who have evidence indicating that an employee is abusing sick leave privileges may place the employee on the restricted sick leave list. In addition, employees may be placed on the

restricted sick leave list after their sick leave use has been reviewed on an individual basis and the following actions have been taken:

- a. Establishment of an absence file.
- b. Review of the absence file by the immediate supervisor and higher levels of management.
- c. Review of the absences during the past quarter of LWOP and sick leave used by employees. (No minimum sick leave balance is established below which the employee's sick leave record is automatically considered unsatisfactory.)
- d. Supervisor's discussion of absence record with the employee.
- e. Review of the subsequent quarterly absences. If the absence logs indicate no improvement, the supervisor is to discuss the matter with the employee to include advice that if there is no improvement during the next quarter, the employee will be placed on restricted sick leave.

513.392 **Notice and Listing**

Supervisors provide written notice to employees that their names have been added to the restricted sick leave listing. The notice also explains that, until further notice, the employees must support *all* requests for sick leave by medical documentation or other acceptable evidence (see 513.364).

513.393 **Recision of Restriction**

Supervisors review the employee's PS Form 3972 for each quarter. If there has been a substantial decrease in absences charged to sickness, the employee's name is removed from the restricted sick leave list and the employee is notified in writing of the removal.

513.4 **Charging Sick Leave**

513.41 **Full-Time Employees**

513.411 **General**

General provisions are as follows:

- a. Sick leave is not charged for legal holidays or for nonworkdays established by Executive Order.

Exception: If employees shown to be eligible in 434.422 elect to receive annual leave credit in lieu of holiday leave pay (see 512.65) and then become ill during their scheduled tour, sick leave may be charged to supplement work hours, up to the limit of their regular work schedule, on the holiday worked, provided the requirements of section 513.32 are met.

- b. Sick leave may be charged on any scheduled workday of an employee's basic workweek.

513.412 Minimum Unit Charge

Minimum unit charges are as follows:

Employee Category	Minimum Unit Charge
All full-time nonexempt employees.	One-hundredth of an hour (0.01 hour).
Full-time exempt.	(See 519.7)
Regular rural carriers.	1 day (8 hours).
Substitute rural carriers and RCAs when in a leave-earning status and serving:	
(1) Vacant routes.	1 day (8 hours).
(2) routes from which rural carriers are on extended leave.	1 day (8 hours).
RCAs when in a leave-earning status and servicing auxiliary routes.	1 hour.
Auxiliary rural carriers.	1 hour.
Triweekly rural carriers.	(See 512.54).

513.413 Special Situations

The following provisions concern special situations:

- a. *A-E Postmasters.* A-E postmasters are charged sick leave the same as annual leave (see 512.524).
- b. *Rural Carriers.* Rural carriers who are absent because of illness on Saturdays are charged sick leave based on the computations used for their annual leave charges (see 512.53).
- c. *Replacement Rural Carriers.* Substitute rural carriers and RCAs in a leave earning status and serving (a) vacant routes and (b) routes from which rural carriers are on extended leave are charged sick leave in the same manner as rural carriers. RCAs in a leave earning status and serving auxiliary routes are charged sick leave in the same manner as auxiliary rural carriers.
- d. *Triweekly Rural Carriers.* Triweekly rural carriers are charged sick leave the same as for annual leave (see 512.54).

513.42 Part-Time Employees**513.421 General**

General provisions are as follows:

- a. Absences due to illness are charged as sick leave on any day that an hourly rate employee is scheduled to work except national holidays.
Exception: If employees shown to be eligible in 434.422 elect to receive annual leave credit in lieu of holiday leave pay (see 512.65), sick leave may be charged to supplement work hours, up to the limit of their regular work schedule, on the holiday worked, provided the requirements of section 513.32 are met.
- b. Except as provided in 513.82, paid sick leave may not exceed the number of hours that the employee would have been scheduled to work, up to:

- (1) A maximum of 8 hours in any one day.
 - (2) 40 hours in any one week.
 - (3) 80 hours in any one pay period. If a dispute arises as to the number of hours a part-time flexible employee would have been scheduled to work, the schedule is considered to have been equal to the average hours worked by other part-time flexible employees in the same work location on the day in question.
- c. Limitations in 513.421b apply to paid sick leave only and not to a combination of sick leave and workhours. However, part-time flexible employees who have been credited with 40 hours or more of paid service (work, leave, or a combination of work and leave) in a service week are not granted sick leave during the remainder of that service week. Absences, in such cases, are treated as nonduty time that is not chargeable to paid leave of any kind. (Sick leave is not intended to be used to supplement earnings of employees.)

513.422 **Minimum Unit Charge**

Minimum unit charges are as follows:

Employee Category	Minimum Unit Charge
All part-time nonexempt employees.	One-hundredth of an hour (0.01 hour).
Part-time exempt employees.	(See 519.7.)

513.5 **Advanced Sick Leave**

513.51 **Policy**

513.511 **May Not Exceed Thirty Days**

Sick leave not to exceed 30 days (240 hours) may be advanced in cases of an employee's serious disability or illness if there is reason to believe the employee will return to duty. Sick leave may be advanced whether or not the employee has an annual leave or donated leave balance.

513.512 **Medical Document Required**

Every request for advanced sick leave must be supported by medical documentation of the illness.

513.52 **Administration**

513.521 **Installation Heads' Approval**

Officials in charge of installations are authorized to approve these advances without reference to higher authority.

513.522 **Forms Forwarded**

PS Form 1221, *Advanced Sick Leave Authorization*, is completed and forwarded to the Eagan ASC when advanced sick leave is authorized.

513.53 **Additional Sick Leave**

513.531 **Thirty-Day Maximum**

Additional sick leave may be advanced even though liquidation of a previous advance has not been completed provided the advance at no time exceeds 30 days. Any advanced sick leave authorized is in addition to the sick leave that has been earned by the employee at the time the advance is authorized.

513.532 **Liquidating Advanced Sick Leave**

The liquidation of advanced sick leave is not to be confused with the substitution of annual leave for sick leave to avoid forfeiture of the annual leave. Advanced sick leave may be liquidated in the following manner:

- a. Charging the sick leave against the sick leave earned by the employee as it is earned upon return to duty.
- b. Charging the sick leave against an equivalent amount of annual leave at the employee's request provided the annual leave charge is made prior to the time such leave is forfeited because of the leave carryover limit.

513.6 **Leave Charge Adjustments**

513.61 **Insufficient Sick Leave**

If sick leave is approved but the employee does not have sufficient sick leave to cover the absence, the difference is charged to annual leave or to LWOP at the employee's option.

513.62 **Insufficient Sick and Annual Leave**

If sick leave is approved for employees who have no annual or sick leave to their credit, the absence may be charged as LWOP unless sick leave is advanced as outlined in 513.5. LWOP so charged cannot thereafter be converted to sick or annual leave.

513.63 **Disapproved Sick Leave**

If sick leave is disapproved, but the absence is nevertheless warranted, the supervisor may approve, at the employee's option, a charge to annual leave or a charge to LWOP.

513.64 **Absence Without Leave**

An absence that is disapproved is charged as LWOP and may be administratively considered as AWOL.

513.65 **Annual Leave Changed to Sick Leave**

If an employee becomes ill while on annual leave and the employee has a sick leave balance, the absence may be charged to sick leave.

513.7 Transfer or Reemployment**513.71 Transfer****513.711 Crediting**

Individuals who are transferring from a federal agency to the Postal Service are credited with their sick leave balance provided there is not a break in service in excess of 3 years.

513.712 Recrediting

The following provisions concern recrediting:

- a. If a Postal Service employee transfers to a position under a different leave system to which only a part of the employee's sick leave can be transferred, the sick leave is recredited if the individual returns to the Postal Service provided there is not a break in service in excess of 3 years.
- b. If a Postal Service employee transfers to a position to which sick leave cannot be transferred, the sick leave is recredited if the individual returns to the Postal Service provided there is not a break in service in excess of 3 years.

513.72 Reemployment

Sick leave may be recredited upon reemployment provided there is not a break in service in excess of 3 years.

Note: For sick leave to be recredited, the employee must be reemployed in a position where sick leave may be earned and used.

513.73 Reemployment — OWCP

All individuals who were originally separated and who are subsequently reemployed from a continuous period on OWCP rolls have any previously unused sick leave recredited to their account, regardless of the length of time these employees were on OWCP and off postal rolls.

Exception: Sick leave may not be recredited if an employee applied and was approved for disability retirement regardless of whether the employee actually collected the annuity.

513.8 Retirements or Separations**513.81 General**

No payment is made for accumulated sick leave when an employee retires or separates from Postal Service employment.

513.82 Retirement**513.821 Credit for Sick Leave**

Provisions of the Civil Service Retirement Act provide for the granting of credit for unused sick leave in calculating retirement or survivor annuity at the time of the employee's retirement or death (see 562.4). Each 8 hours of sick leave represents 1 day of retirement credit. Unused sick leave days are

converted to calendar time retirement credit, based on a 260-day workyear (260 days x 8 hours = 2,080 hours). There are no provisions for credit of sick leave upon retirement for employees under the Federal Employees Retirement System (FERS) program except for those employees who formerly were in the Civil Service Retirement System (CSRS) and transferred to FERS. See 580, Federal Employees' Retirement System (FERS), for details for credit of sick leave upon retirement for FERS employees who formerly were under the CSRS coverage.

513.822 **Disability Retirement**

If the OPM has approved an application for disability retirement effective on expiration of accumulated and accrued leave, or if the employee is being otherwise separated for physical or mental disability resulting in inability to perform the work, sick leave is granted at the rate of 8 hours per day, 40 hours per week, or 80 hours per pay period until the employee's sick leave is exhausted. Payments may not be made, however, for any hours for which the employee received salary or leave payments from another federal agency.

513.83 **Separation by Death**

If an ill employee dies without returning to duty and without making application for sick leave, the postal official who is in charge of the installation grants sick leave for the period of illness or disability immediately prior to death. If the employee was in pay status on the day of death or immediately prior to death, the employee's beneficiary is entitled to receive compensation without charge to leave for the date of death. The latter applies whether or not employees have leave to their credit.

513.9 **Collection for Unearned Sick Leave**

Collection for used but unearned sick leave at the time of separation is made in the same manner as for unearned annual leave (see 512.72).

514 **Leave Without Pay**

514.1 **Definitions**

The following definitions apply for the purposes of 514:

- a. LWOP is an authorized absence from duty in a nonpay status.
- b. LWOP may be granted upon the employee's request and covers only those hours that the employee would normally work or for which the employee would normally be paid.
- c. LWOP is different from AWOL (absent without leave), which is a nonpay status due to a determination that no kind of leave can be granted either because (1) the employee did not obtain advance authorization or (2) the employee's request for leave was denied.

514.2 Policy**514.21 Restriction**

LWOP in excess of 2 years is not approved unless specifically provided for in postal policy or regulations.

514.22 Administrative Discretion

Each request for LWOP is examined closely, and a decision is made based on the needs of the employee, the needs of the Postal Service, and the cost to the Postal Service. The granting of LWOP is a matter of administrative discretion and is not granted on the employee's demand except as provided in collective bargaining agreements or as follows:

- a. A disabled veteran is entitled to LWOP, if necessary, for medical treatment.
- b. A Reservist or a National Guardsman is entitled to LWOP, if necessary, to perform military training duties under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), Public Law 103-353.
- c. An employee who requests and is entitled to time off under 515, Absence for Family Care or Serious Health Condition of Employee, must be allowed up to a total of 12 workweeks of absence within a Postal Service leave year for one or more reasons listed in 515.41.

514.23 Condition

In granting approval for extended LWOP, the granting official should have reasonable expectation that the employee will return at the end of the approved period.

514.24 Leave Credit Adjustment

Employees who are on LWOP for a period, or periods, totaling 80 hours (normal number of workhours in 1 pay period) during a leave year have their leave credits reduced by the amount of leave earned in 1 pay period.

Exception: Employees who (1) are in leave category 6, (2) are not on LWOP for the entire year, and (3) whose accumulated LWOP reaches 80 hours in the last pay period in a leave year have their leave balance reduced by only 6 hours, even if they earn 10 hours during that pay period (see 512.3). Also, no adjustment is made to the leave computation date for periods of LWOP taken for active military service or while absent due to an illness or injury approved by OWCP.

514.25 Other Employment

LWOP is not granted for the purpose of enabling an employee to "try out" or to accept other employment.

514.3 Authority to Approve**514.31 Installation Head**

Installation heads may approve requests for LWOP that are not in excess of 1 year.

514.32 District Managers

District managers may approve requests for LWOP that are not in excess of 2 years.

514.4 Acceptable Reasons and Instructions

See [Exhibit 514.4](#) for acceptable reasons and instructions for LWOP.

Exhibit 514.4 (p. 1)

Acceptable Reasons and Instructions for LWOP

Acceptable Reasons for LWOP	Instructions
a. Personal reasons.	LWOP may be granted to cover the absence.
b. Employee has no leave to cover vacation during choice vacation period.	LWOP may be granted to cover the absence.
c. Full-time attendance at a college or university.	(1) Restricted to full-time employee. (2) An official transcript of courses taken must be submitted to the installation head.
d. Personal illness or injury (also see 515).	(1) An employee may utilize annual and/or sick leave in conjunction with LWOP, subject to approval of the leave in accordance with normal leave approval procedures. An employee need not exhaust annual leave and/or sick leave before requesting leave without pay. (2) A medical document from the attending physician or practitioner must be obtained before approval, the same as for sick leave. (3) Applications for LWOP to cover a period in excess of 30 days in any 1 year in cases of illness or injury are reviewed and acted upon by the installation head. (4) An employee normally will not be separated from the service because of absence due to personal illness or injury for a period of less than 1 year (also see 568). An employee may be separated if required to be absent for more than 1 year unless there is cause to expect recovery and return within a reasonable time after the end of 1 year in LWOP status. (5) The separation of an employee after 1 year of continued absence with or without pay does not prevent an eligible employee from filing an application for retirement (also see 568).
e. Injury in line of duty.	(1) Supervisors must advise employees of their right to file an application for FECA benefits as a result of illness or injury that is suffered in the line of duty. (See instructions on CA-1 and CA-2a for traumatic injuries and CA-2 for occupational illnesses and diseases.) (2) In traumatic injury cases, an employee is entitled to a maximum of 45 calendar days of continuation of pay (COP) without charge to leave if written notice of injury is filed within 30 days of injury. The period of COP begins at the start of the employee's first full tour of duty thereafter, or the first day following the disability, whichever occurs sooner. The period during which 45 days of COP may be claimed must begin within 90 days of the occurrence of the injury but may end after 90 days from the occurrence. If, after returning to work subsequent to an apparent recovery from a traumatic injury, an employee is again absent from work as a result of the original traumatic injury, the employee may use any remaining COP time left up to the 45-day limit. However, the remaining COP time must be used within 90 days of the date the employee first returns to work following the initial traumatic injury. (3) An employee may choose sick or annual leave in lieu of COP; however, this leave may be retroactively converted to COP provided a request is made within 1 year of the date the leave was used or the date of the claim approval, whichever is later. (4) Before being placed on LWOP, an employee may choose to use annual or sick leave until it is exhausted. Leave is earned during that part of a pay period in which the employee is in pay status.

Exhibit 514.4 (p. 2)

Acceptable Reasons and Instructions for LWOP

Acceptable Reasons for LWOP	Instructions
e. Injury in line of duty. (Continued)	<p>(5) On favorable adjudication of a claim by the Office of Workers' Compensation Programs (OWCP), LWOP may be substituted for a period of sick and/or annual leave so that the employee may accept disability compensation for the period of absence.</p> <p>(6) On favorable adjudication of a claim by OWCP, current employees may be permitted to buy back the leave that they used while awaiting adjudication (see 545.84). If the injury is a traumatic injury, only leave used after the end of the 45-day COP period may be bought back. OWCP does not restrict the amount of leave hours an employee may buy back. However, Postal Service regulations do not permit employees to carry-over into the next leave year more than the allowable maximum number of hours of annual leave (see 512.12). When an employee buys back annual leave in the previous year in an amount that exceeds the applicable maximum carry-over, such excess will be automatically forfeited. For every 80 hours of leave bought back and changed to LWOP, both annual and sick leave must be adjusted by the amount earned in a pay period.</p>
f. Family care (see 515).	An eligible employee may request and must be allowed up to a total of 12 workweeks of absence during a Postal Service leave year for one or more reasons listed in 515.41.
g. Military duty for scheduled drills or for periods of training.	An employee enlisted under the Reserve Forces Act of 1955 who has completed the initial period of active duty training of not less than 3 months or more than 6 months may be granted LWOP for scheduled drills or periods of training.
h. Military duty for any purpose, training or otherwise.	Eligible members of the National Guard or reserve components of the Armed Forces who are ordered to active duty for training or for any other purposes, for a specified period of time not to exceed 1 year, but in excess of the total time allowable under military leave and annual leave are granted LWOP.
i. Employee elected to devote full-time service as a national president to an organization of supervisory or other managerial personnel (see 416.3).	<p>(1) LWOP normally does not exceed 2 consecutive years coinciding with the elected term of office.</p> <p>(2) The employee requests in writing, through the appropriate management structure, that the vice president of Labor Relations grant the employee LWOP during tenure of presidency for the purpose of serving as resident president of an employee organization in Washington, D.C., in a full-time capacity.</p> <p>(3) If LWOP is granted, the employee continues to be eligible for appropriate fringe benefits during that period.</p> <p>(4) The vice president of Labor Relations reserves the right to deny the request for LWOP if it is determined that the position must be filled on a permanent basis, unencumbered by an individual on prolonged leave.</p>
j. Union business.	See applicable provisions of current collective bargaining agreement.
k. Postmaster elected as an organization officer, other than the president.	An employee holding a national office in one of the postmaster organizations must use annual leave or LWOP for absences to conduct business for the organization.
l. Absence on worked holiday.	If an employee shown to be eligible in 434.422 elects to receive annual leave credit in lieu of holiday leave pay (see 512.65), LWOP may be granted to supplement work hours, up to the limit of the employee's regular work schedule, on the holiday worked.

514.5 Forms Required**514.51 PS Form 3971**

A request for LWOP is submitted by the employee on PS Form 3971. If the request for leave indicates that the LWOP will extend over 30 days, a written justification and statement of reason for the desired absence is required.

514.52 PS Form 50

PS Form 50, *Notification of Personnel Action*, is prepared when LWOP is in excess of 30 days (see Handbook EL-301, *Guidelines for Processing Personnel Actions*).

515 Absence for Family Care or Illness of Employee |**515.1 Purpose**

Section 515 provides policies to comply with the Family and Medical Leave Act of 1993 (FMLA). Nothing in this section is intended to limit employees' rights or benefits available under other current policies (see 511, 512, 513, 514) or collective bargaining agreements. Likewise, nothing increases the amount of paid leave beyond what is provided for under current leave policies or in any collective bargaining agreement. The conditions for authorizing the use of annual leave, sick leave, or LWOP are modified only to the extent described in this section.

515.2 Definitions

The following definitions apply for the purposes of 515:

- a. *Son or daughter* — biological, adopted, or foster child, stepchild, legal ward, or child who stands in the position of a son or daughter to the employee, who is under 18 years of age or who is 18 or older and incapable of self-care because of mental or physical disability.
- b. *Parent* — biological parent or individual who stood in that position to the employee when the employee was a child.
- c. *Spouse* — husband or wife.
- d. *Serious health condition* — illness, injury, impairment, or physical or mental condition that involves any of the following:
 - (1) *Hospital care* — inpatient care (i.e., an overnight stay) in a hospital or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or subsequent to such inpatient care.
 - (2) *Absence plus treatment* — a period of incapacity of more than 3 consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition) that also involves either one of the following:
 - (a) Treatment two or more times by a health care provider.

- (b) Treatment by a health care provider on at least one occasion that results in a regimen of continuing treatment under the supervision of the health care provider.
- (3) *Pregnancy* — any period of incapacity due to pregnancy or for prenatal care.
- (4) *Chronic condition requiring treatments* — a chronic condition that meets all of the three following conditions:
 - (a) Requires periodic visits for treatment by a health care provider or by a nurse or physician's assistant under direct supervision of a health care provider.
 - (b) Continues over an extended period of time (including recurring episodes of a single underlying condition).
 - (c) May cause episodic, rather than a continuing period of, incapacity. Examples of such conditions include diabetes, asthma, and epilepsy.
- (5) *Permanent or long-term condition requiring supervision* — a period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples of such conditions include Alzheimer's, a severe stroke, and the terminal stages of a disease.
- (6) *Condition requiring multiple treatments (nonchronic condition)* — any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than 3 consecutive calendar days in the absence of medical intervention or treatment. Examples of such conditions include cancer (which may require chemotherapy, radiation, etc.), severe arthritis (which may require physical therapy), and kidney disease (which may require dialysis).

Note: Cosmetic treatments (such as most treatments for orthodontia or acne) are not "serious health conditions" unless complications occur. Restorative dental surgery after an accident or removal of cancerous growths is a serious health condition provided all the other conditions are met. Allergies, mental illness resulting from stress, and treatments for substance abuse are protected only if all the conditions are met. Routine preventative physical examinations are excluded. Also excluded as a regimen of continuing treatments are treatments that involve only over-the-counter medicine or activities such as bed rest that can be initiated without a visit to a health care provider.

- e. *Health care provider* — doctor of medicine or osteopathy; Christian Science practitioner listed with the First Church of Christ, Scientist, in Boston, MA; physician; or other attending practitioner who is performing within the scope of his or her practice.

515.3 **Eligibility**

For an absence to be covered by the FMLA, the employee must have been employed by the Postal Service for an accumulated total of 12 months and must have worked a minimum of 1,250 hours during the 12-month period before the date leave begins.

515.4 **Leave Requirements**

515.41 **Conditions**

Eligible employees *must* be allowed an total of up to 12 workweeks of leave within a Postal Service leave year for one or more of the following:

- a. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter. Entitlement to be absent for this condition expires 1 year after the birth.
- b. Because of the placement of a son or daughter with the employee for adoption or foster care. Entitlement to be absent for this condition expires 1 year after the placement.
- c. In order to care for the spouse, son, daughter, or parent of the employee if the spouse, son, daughter, or parent has a serious health condition.
- d. Because of a serious health condition that makes the employee unable to perform the functions of the employee's position.

515.42 **Leave Type**

Absences that qualify as FMLA leave may be charged as annual leave, sick leave, continuation of pay, or leave without pay, or a combination of these. Leave is charged consistent with current leave policies and applicable collective bargaining agreements.

515.43 **Authorized Hours**

Eligible employees are entitled to 12 workweeks per leave year of FMLA-protected absences. This amount is twelve times the hours normally, or regularly, scheduled in the employee's workweek. Occasional or sporadic overtime hours are excluded. Thus:

- a. Full-time employees who normally work 40 hours per week are entitled to up to 480 hours of FMLA-covered absences within a leave year.
- b. Part-time employees who have regular weekly schedules are entitled to 12 times the number of hours normally scheduled in their workweek. For example, a part-time employee with a normal schedule of 30 hours a week is entitled to 360 hours (12 weeks times 30 hours).
- c. Part-time employees who do not have normal weekly schedules are entitled to the total number of hours worked in the previous 12 weeks, not including occasional or sporadic overtime hours.

Absences in addition to the 12 workweeks of FMLA leave may be granted in accordance with other leave policies or collective bargaining agreements (see 511, 512, 513, 514).

515.5 Documentation**515.51 General**

An employee must provide a supervisor a PS Form 3971 together with documentation supporting the request, at least 30 days before the absence if the need for the leave is foreseeable. If 30 days notice is not practicable, the employee must give notice as soon as practicable. Ordinarily the employee should give at least verbal notification within 1 or 2 business days of the time the need for leave becomes known. A copy of the completed PS Form 3971 is returned to the employee along with a copy of Publication 71, which details the specific expectations and obligations and the consequences of a failure to meet these obligations.

Additional documentation may be requested of the employee, and this must be provided within 15 days or as soon as practicable considering the particular facts and circumstances.

During an absence, the employee must keep his or her supervisor informed of intentions to return to work and of status changes that could affect his or her ability to return to work. Failure to provide documentation can result in the denial of FMLA protection.

515.52 Particular Circumstances**515.521 New Son or Daughter**

An employee requesting FMLA-covered time off because of the birth of the employee's son or daughter and to care for the son or daughter, or because of the placement of a son or daughter with the employee for adoption or foster care, may be required to substantiate the relationship and provide the birth or placement date.

515.522 Care of Others for Medical Reasons

An employee requesting FMLA-covered time off because the employee is needed to care for a spouse, parent, son, or daughter who has a serious health condition may be required to:

- a. Substantiate the relationship.
- b. Provide documentation from the health care provider — using either Form WH-380, *Certification of Health Care Provider*, or equivalent documentation — stating the date the serious health condition began, probable duration of the illness, appropriate medical facts, nature of the need to care for, and when the employee will be needed to provide such care or psychological support.

Note: The medical certification provision that an employee is “needed to care for” a family member encompasses both physical and psychological care. It includes situations where, for example, because of a serious health condition, the family member is unable to care for his or her own basic medical, hygienic, or nutritional needs or safety, or is unable to transport him- or herself to the doctor, etc. The term also includes providing psychological comfort and reassurance that would be beneficial to a child, spouse, or parent with a serious health condition who is receiving inpatient or home care.

515.523 Employee Incapacitation

An employee requesting FMLA-covered time off because of his or her own incapacitation must satisfy the documentation requirements for sick leave in 513.31 through 513.38 in order to receive paid leave during the absence. If medical opinions are required in addition to initial documentation, they are administered as described in 515.53.

515.524 Return to Work After Employee Incapacitation

To return to work from an FMLA-covered absence because of his or her own incapacitation, an employee must provide certification from his or her health care provider that the employee is able to perform the essential functions of his or her positions with or without limitations. Limitations described are accommodated when practical. In addition, a bargaining unit employee must comply with collective bargaining agreements, which include Postal Service policies in 865 (summarized in section VI of Publication 71), 513.37, and other handbooks and manuals.

515.53 Additional Medical Opinions

A second medical opinion by a health care provider who is designated and paid for by the Postal Service may be required. A health care provider selected for the second opinion may not be employed by the Postal Service on a regular basis. In case of a difference between the original and second opinion, a third opinion by a health care provider may be required. The third health care provider is jointly designated or approved by management and the employee, and the third opinion is final. The Postal Service pays the health care provider for the third opinion. Recertifications of a medical condition, for which the employee bears the cost, may also be required. Such medical opinions are obtained off the clock.

515.6 Intermittent Leave or Reduced Schedule**515.61 New Son or Daughter**

Absences requested because of the birth and subsequent care of the employee's newborn son or daughter or because of the placement of a son or daughter with the employee for adoption or foster care may be taken on an intermittent basis or reduced work schedule only if the request for such intermittent leave or schedule modification is approved by the supervisor. Eligibility for this leave expires 1 year after the birth or placement. Approval is based on employee need, Postal Service need, and costs to the Postal Service.

515.62 Care of Others for Medical Reasons or Employee Incapacitation

Absences requested to care for a spouse, son, daughter, or parent with a serious health condition or due to the employee's own health condition may be taken on an intermittent basis or by establishing a reduced work schedule when medically necessary.

515.63 Temporary Change in Duty Assignment

If an employee requests intermittent leave or a reduced work schedule, the Postal Service may assign the employee, with equivalent pay and benefits, temporarily to the duties of another position consistent with applicable collective bargaining agreements and regulations if such an assignment better accommodates the recurring periods of absence.

515.64 Fair Labor Standards Act Status

An employee exempt from the Fair Labor Standards Act (FLSA) normally may not take leave in less than 1-day increments. However, leave taken for an FMLA-covered reason on an intermittent basis or by temporarily establishing a reduced work schedule can be taken in less than 1-day increments without affecting the employee's FLSA-exempt status.

515.7 Return to Position

Employees whose absence is covered by the FMLA are normally entitled to return to the positions they held when the absence began, or to equivalent positions with equivalent pay, benefits, working conditions, and other terms of employment if they are able to perform the essential functions of the positions. Returning employees are not entitled to any right, benefit, or position to which they would not have been entitled had they not been absent, or to intangible, unmeasurable aspects of the job such as the perceived loss of potential for future promotional opportunities. If an employee was hired for a specific term or only to perform work on a discrete project, then there is no further reinstatement obligation under this section if the employment term or project is over and the employment would not have otherwise continued.

515.8 Benefits

All benefits accrue to employees during an FMLA absence pursuant to the applicable provision of the ELM.

515.9 Family Leave Poster

All postal facilities, including stations and branches, are required to conspicuously display WH Publication 1420, *Your Rights Under the Family and Medical Leave Act of 1993*. It must be posted, and remain posted, on bulletin boards where it can be seen readily by employees and applicants for employment.

516 Absences for Court-Related Service**516.1 General****516.11 Determining Nature of Court-Related Service**

Installation heads ascertain the exact nature of court service and determine if the employee (a) is entitled to paid court leave, (b) must take annual leave or LWOP, or (c) is to serve in an official duty status. If a summons to witness

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service is not specific or clear, the installation head contacts appropriate authorities to determine the party on whose behalf the witness service is to be rendered. When the exact nature of court service is determined, records are annotated accordingly. (See [Exhibit 516.11](#) for a summary of leave to be taken according to nature of service.)

Exhibit 516.11

Absences for Court-Related Service

Nature of Service	Court Leave	Annual Leave or LWOP	Official Duty
I. Jury Service:			
(A) U.S. or D.C. court.	x	—	—
(B) State or local court.	x	—	—
II. Witness Service:			
(A) On behalf of U.S. or D.C. government.	—	—	x
(B) On behalf of state or local government:			
(1) In official capacity.	—	—	x
(2) Not in official capacity.	x	—	—
(C) On behalf of private party:			
(1) In official capacity.	—	—	x
(2) Not in official capacity:			
(a) Postal Service a party.	x	—	—
(b) Postal Service not a party.	—	x	—

516.12 **Explanation of Terms**

The following definitions apply for the purposes of 516.

- a. *Judicial proceedings* — any actions, suits, or other proceedings of a judicial nature but not including administrative proceedings such as National Labor Relations Board (NLRB) hearings and hearings conducted in accordance with 650, Nonbargaining Disciplinary, Grievance, and Appeal Procedures.
- b. *Summons* — an official request, invitation, or call, evidenced by an official writing from the court or authority responsible for the conduct of the judicial proceeding.

516.2 **Court Leave**516.21 **Definition**

Court leave is the authorized absence from work status (without loss of or reduction in pay, leave to which otherwise entitled, credit for time or service, or performance rating) of an employee who is summoned in connection with a judicial proceeding, by a court or authority responsible for the conduct of that proceeding, to serve as a juror, as a witness in a nonofficial capacity on behalf of a state or local government, or as a witness in a nonofficial capacity on behalf of a private party in a judicial proceeding to which the Postal Service is a party or the real party in interest. The court or judicial proceeding may be located in the District of Columbia, a state, territory, or possession of the United States, including the Commonwealth of Puerto Rico, or the Trust Territory of the Pacific Islands.

516.22 Eligibility

Court leave is granted to full-time and part-time regular employees. Certain part-time flexible employees are granted court leave as provided and governed by applicable collective bargaining agreements. Other employees are ineligible for court leave and must use either annual leave or LWOP to cover the period of absence from postal duties for court service but may retain any fees or compensation received incident to such court service.

Court leave is granted only to eligible employees who would be in work status or on annual leave except for jury duty or service as a witness in a nonofficial capacity on behalf of a state or local government, or service as a witness in a nonofficial capacity on behalf of a private party in a judicial proceeding to which the Postal Service is a party or the real party in interest. An employee on LWOP, when called for such court service, although otherwise eligible for court leave, is not granted court leave but may retain any fees or compensation received incident to court service.

516.23 Recording Court Leave

The following provisions concern the recording of court leave:

- a. *Employees Other Than Rural Carriers.* PS Form 1224, *Court Duty Leave — Statement of Service*, is prepared at the time an employee is authorized court leave. Instructions for preparing PS Form 1224 appear in Handbook F-1, *Post Office Accounting Procedures*, 823; in Handbook F-21, *Time and Attendance*, 353.3; and in Handbook F-22, *PSDS Time and Attendance*, 353.3.
- b. *Rural Carriers.* When a rural carrier is on court leave, the postmaster records it as “Other” leave on PS Form 1314, *Regular Rural Carrier Time Certificate*, and describes the court service performed on the reverse side of the form. (See Handbook F-1, 445.5 for recording and reporting fees.)

516.3 Conditions Affecting Court-Related Service**516.31 Employee on Annual Leave**

If an eligible employee while on annual leave is summoned for court service that qualifies for court leave or official duty (see 516.11), the employee’s annual leave is canceled and the employee is placed on court leave or official duty for the duration of such court service. Employees who are not entitled to court leave or official duty must use annual leave or LWOP for the period of absence from duty for such court service.

516.32 Combination of Court Leave and Postal Duty

The following provisions concern combinations of court service and postal duty:

- a. *Employees Who Report for Court Service and Are Excused Early.* If an employee reports for court service and is excused by the court for the balance of the day, or performs court service for only part of that day, the employee is entitled to full compensation for the day in question. An employee who would otherwise be in a work status is required to report

to the postal installation for the balance of the postal tour of duty provided (1) an appreciable time of the tour is involved and (2) it is feasible to report to work and complete the tour. Combined paid court leave and postal duty may not exceed 8 hours.

- b. *Employees Who Serve a Full Day in Court.* Employees serving a full day in court service are not required to report to their postal duties.
- c. *Employees Excused From Court Service for an Extended Period.* Employees, including rural carriers, who are excused from court service for an entire day or days are not entitled to compensation for such days unless they actually perform service as postal employees.

No overtime is allowed for court service performed while an employee is on court leave or for a combination of postal work and such court service.

516.33 **Accommodation of Employees Called for Court Service**

The following provisions concern accommodation of employees called for court service:

- a. *Employee Options.* Employees who are eligible for court leave and who have a conflict with court duty and work schedules have the following options:
 - (1) (Work their postal tours of duty in addition to performing court service.
 - (2) (Have their work schedules changed temporarily to conform to the hours of court service. (Employees who do not choose this option may not have their work schedule changed and are expected to report for postal duty upon completion of their court service.)
- b. *Performance of Postal Tour of Duty in Addition to Court Service.* If employees work their full postal tours of duty in addition to performing court service, their court service is *not* charged to court leave as the court service is performed outside of their postal tours of duty. Accordingly, employees may retain any fees or payment received incident to such court service. If employees choose to work their full postal tours of duty in addition to performing court service, but are required to be in court beyond the starting time of their scheduled tours, they report for postal duty as soon as possible after completion of court service and work the remaining hours of their scheduled tours. The hours of court service that overlap the employees' scheduled tours of duty are charged to court leave and the employees remit to the Postal Service that portion of court fees received for the hours charged to court leave. The combined court leave and postal workhours may not exceed 8 hours.
- c. *Temporary Change in Schedule.* Employees who choose to have their work schedules changed temporarily to conform to court service hours submit PS Form 3189, *Request for Temporary Schedule Change for Personal Convenience*, as soon as possible, together with PS Form 3971, requesting such schedule change to the appropriate postal official at their installation (see Handbook F-21, *Time and Attendance*, 232.23). Such request states that the schedule change is for the

employee's personal convenience and is agreed to by the local union. Employees who exercise this option receive full compensation for the period of court service including any applicable night differential for the revised schedule.

516.4 **Fees**

516.41 **General**

Employees may retain any court allowance in the amount of \$25 or less per day on days court leave is authorized. Employees must remit to their supervisor amounts received in excess of \$25 per day. Employees who are eligible to receive such fees are not authorized to waive the fee.

516.42 **Court Service Outside of Regular Working Hours or Regular Working Days**

Employees who perform court service outside of their basic workweek (on scheduled days off) or outside of their scheduled tour of duty, for which no court leave is granted, may accept and retain the jury or witness fees or payment received incidental to such court service.

516.43 **Holidays**

Fees received for court service falling on a holiday within an employee's basic workweek may be retained by the employee provided the employee would have been excused from regular postal duties on the holiday.

516.44 **Annual Leave or LWOP**

Employees who are on annual leave and do not change, or are not eligible to change, the annual leave to court leave or who are on LWOP for court service may retain fees or payment received incidental to such service.

516.45 **Recording and Reporting of Fees**

Postmasters record and report fees in accordance with instructions in Handbook F-1, 793. Other installation heads forward collections of jury or witness fees to the disbursing officer, Eagan ASC. If court service is to be performed in a state court, the installation head determines the exact amount of compensation received from the state.

516.5 **Official Duty**

516.51 **Definition**

An employee is in an *official duty status* (as distinguished from a leave status and without regard to any entitlement to court leave) if assigned by the Postal Service or summoned by proper authority to:

- a. Testify in a judicial proceeding or produce official postal records on behalf of the United States or the District of Columbia. (Such testimony may be in an official or nonofficial capacity.)

- b. Testify in a judicial proceeding in an official capacity or produce official postal records on behalf of a party other than the United States or the District of Columbia.

Note: *Official duty* means that the testimony the witness provides concerns the witness's specialized knowledge of Postal Service facts, procedures, or methods gained by performing his or her job. For example, a postal supervisor would be in an official capacity if called to explain how the Postal Service processes a particular class of mail. A carrier would be in an official capacity if called to confirm a delivery he or she made. On the other hand, a carrier would not be in an official capacity as a witness to a car accident, even if a postal vehicle were involved, because observing car accidents is not part of a carrier's job.

516.52 **Compensation**

Employees who perform witness service in an official duty status are paid their regular salaries as Postal Service employees, including any applicable night differential and overtime pay. In addition, such employees collect the authorized fees and any allowances for travel and subsistence expenses and retain an amount equal to actual allowable expenses. All amounts collected over and above the amount of the employee's actual allowable expenses are remitted to the postal official in charge (see Handbook F-15, *Travel and Relocation*, 9-1.2).

516.6 **Witness Service in a Nonofficial Capacity on Behalf of a Private Party**

An employee who is summoned to testify in a nonofficial capacity (as a private individual) on behalf of a private party is *not* performing official duty. The employee's absence is charged to court leave if the testimony is given in a judicial proceeding to which the Postal Service is a party or the real party in interest. If the Postal Service is not a party or the real party in interest, the employee's absence is charged to annual leave or LWOP.

517 **Paid Military Leave**

517.1 **General**

517.11 **Postal Service Support**

The Postal Service supports employee service in the Reserve or National Guard, and no action is permitted to discourage either voluntary or involuntary participation. The Postal Service allows employees to be absent:

- a. To participate in drills or meetings scheduled by the National Guard or Reserve Units of the armed forces.
- b. To attend usual summer training periods.
- c. To perform any other active duty ordered by the National Guard and Reserve Units of the armed forces.

However, eligible employees are entitled to paid military leave only for such duty as and to the extent provided below.

517.12 Definition

Paid military leave is authorized absence from postal duties without loss of pay, time, or performance rating, granted to eligible employees who are members of the National Guard or Reservists of the armed forces.

517.13 Types of Duty**517.131 Duty Covered for Members of the Reserves and National Guard, Except D.C. National Guard**

Types of duty covered as paid military leave include:

- a. Active duty, field, and coast defense training.
- b. Scheduled drills.
- c. Service providing military aid for law enforcement purposes.

517.132 Duty Covered for Members of the D.C. National Guard

Types of duty covered as paid military leave include:

- a. Parade or encampment activities of the D.C. National Guard.
- b. Service providing military aid for law enforcement purposes as provided in 517.43.

517.133 Duty Not Covered

Types of duty *not* covered as paid military leave include:

- a. Summer training as a member of Reserve Officer Training Corps.
- b. Temporary Coast Guard Reserve.
- c. Service with the National Guard, if ordered by the State Governors without authority of the Department of Defense, except when such service is in connection with regular annual encampment or for law enforcement purposes as specified in 517.43.
- d. Training with a State Guard or other state military organization that is not a part of the National Guard or that was created to take the place of the National Guard during an emergency.
- e. Weekly drills as member of D.C. National Guard.
- f. Civil Air Patrol, established as a civilian auxiliary of the U.S. Air Force, and similar reserve and guard auxiliary organizations.
- g. Time taken on a workday to travel to the place where training is to begin, unless military training orders encompass the period of travel time required.

517.2 Eligibility**517.21 Eligible Employees**

Career postal employees, i.e., full-time, part-time regular, and part-time flexible employees who are members of the following components of the armed forces, are eligible for paid military leave:

- a. The Army National Guard of the United States.
- b. The Army Reserve.
- c. The Naval Reserve.

- d. The Marine Corps Reserve.
- e. The Air National Guard of the United States.
- f. The Coast Guard Reserve.
- g. The Air Force Reserve.

517.22 **Ineligible Employees**

Permitted to be absent, but not eligible for paid military leave, are noncareer employees such as the following:

- a. Casual employees.
- b. Contract workers.
- c. Noncareer rural carriers.
- d. Temporary employees.
- e. Transitional employees.

517.3 **Procedures**

517.31 **Approval**

The employee is to complete a PS Form 3971 before the period of absence. Sufficient notice is required for making necessary arrangements for replacements. If the employee does not learn of the need for the absence until later, notice is to be given as soon possible. The official responsible for approving the attendance record also approves military leave.

517.32 **Use of Mixed Leave**

Normally the first days of a longer period of military duty are charged to military leave. If circumstances warrant it, any other scheduled workdays during the longer active duty period may be designated as military leave instead of the days at the beginning of the military duty.

517.33 **Use of Leave Intermittently**

Military leave may be taken intermittently.

517.34 **Return From Duty**

For paid military leave approval, upon return from military duty to the Postal Service, the employee furnishes a copy of military orders or other documentation properly endorsed by appropriate military authority to show the duty was actually performed.

517.4 **Military Leave Allowances**

517.41 **General Allowance**

Eligible full-time and part-time employees receive credit for paid military leave as follows:

- a. *Full-time employees other than D.C. National Guard* — 15 calendar days (120 hours) each fiscal year.

- b. *Part-time employees other than D.C. National Guard* — 1 hour of military leave for each 26 hours in pay status (including military LWOP) in the preceding fiscal year provided:
 - (1) Employee was in pay status a minimum of 1,040 hours in the preceding fiscal year.

Note: A part-time employee's time on military LWOP in one fiscal year counts toward meeting the 1,040 hours' requirement for the next fiscal year.
 - (2) Employee's pay for military leave does not exceed 80 hours.
- c. *D.C. National Guard* — all days (no limit) of parade or encampment duty ordered under Title 49, District of Columbia Code.

An employee may carry over up to 1 year's allotted but unused (not to exceed 15 days) military leave from one fiscal year to the next.

517.42 Previous Service

Employees transferring to the Postal Service from other government agencies are entitled to credit for paid military leave purposes for government service performed prior to appointment as part-time employees. Any other creditable federal civilian service rendered during the prior fiscal year is also used in computing the required 1,040 hours. Creditable service is determined by requesting a transcript from the other agency detailing the number of hours in which the employee was in pay status.

517.43 Law Enforcement Allowance

517.431 State or Jurisdiction Duty

Eligible full-time and part-time employees who are members of the National Guard are granted additional paid military leave over and above the general allowance if they are ordered by appropriate authority to provide *military aid to enforce the law* of their contracted state or their chartered jurisdiction (e.g., the District of Columbia, the Commonwealth of Puerto Rico, or a territory of the United States). See approval procedures in 517.3. The following provisions apply:

- a. *Evaluation of Circumstances.*
 - (1) *Qualifying Circumstances.* *Military aid* is the kind of work characteristic of, or typically performed by, soldiers. *Military aid to enforce the law* means engagement in the suppression of riots, violent assembly, widespread looting, and civil disorder where the guardsman is ordered to perform state military duty under a state law that specifically confers law enforcement powers on the guardsman or under the authority of an executive order of the governor (or the highest authority of the jurisdiction) pursuant to state law that specifically confers on the governor the authority to confer law enforcement powers on activated guardsmen. Orders to provide assistance or support to law enforcement agencies do not constitute an order conferring law enforcement powers. The mere fact that national guardsmen in uniform perform a given function does not necessarily transform that function into military

aid. The duty performed must be evaluated. Such additional military leave is granted only when an employee's military orders (or other official documentation from the employee's guard unit) specify that he or she was engaged in one or more of the activities and under the authority referenced above for the particular periods of military duty.

- (2) *Nonqualifying Circumstances.* Additional military leave is *not* granted when military orders do not specify one or more of the duties and statutory requirements referenced in 517.431a(1) above. For example, it is *not* granted when an employee's military orders simply indicate the employee was ordered to duty "for law enforcement purposes," "to enforce the law," "for state emergency active duty," etc. It is *not* granted if the duties are top secret and the actual duties cannot be verified as meeting these requirements. It is not granted if the military orders state that the duty is to provide aid to civil authorities to protect life, preserve property, or prevent injury. Circumstances that do not qualify the employee for additional military leave include, but are not limited to, the following:
 - (a) Activities that, although prompted by emergencies, *do not involve directly enforcing the law*, such as when guardsmen are engaged in fighting fires, controlling floods, controlling routine crowds, cleaning up following natural disasters, eradicating controlled substances, providing transportation and/or services to persons engaged in law enforcement or other activities, or providing security for such missions.
 - (b) Activities that, although they may have a collateral effect of enforcing the law, *do not involve military aid*, such as when guardsmen are engaged in directing vehicular traffic, which may concern enforcement of traffic laws, or when a guardsman provides security for public events, buildings, or places, these duties do not constitute military aid to enforce the law.
 - (c) Activities whose principal purpose is to protect the United States and its territories from attack by foreign enemies or domestic agents aligned with foreign enemies.
- b. *Amount Granted.* Law enforcement military leave is granted, upon the presentation of qualifying military orders, as follows:
 - (1) *Full-time employee* — 22 workdays (176 workhours) each fiscal year.
 - (2) *Part-time employee* — 1 hour of military leave for each 13 hours of service performed as a part-time employee in the fiscal year preceding the request provided both of the following conditions apply:
 - (a) The employee has worked at least 1,040 hours during the preceding fiscal year.

- (b) Additional leave granted under this section does not exceed 160 workhours in a fiscal year.

517.432 **Allowance for Federal Duty**

Paid military leave is not granted for enforcement of federal law or in support of a federal agency, regardless of the employee's specific duties.

517.5 **Leave Charge Information**

517.51 **Pay Status Requirement**

Generally, an employee must be in pay status either immediately prior to the beginning of military duty or immediately after the end of military duty in order to be entitled to military leave with pay. The approving official determines whether (but for the active duty) the employee fulfills the pay status requirement.

517.52 **Minimum Units**

Military leave may be taken in one-hundredths of an hour, except for regular rural carriers (designation 71) or substitute rural carriers (designation 72), who must take military leave in minimum units of 8 hours.

517.53 **Continuance of Night Differential Pay**

Employees regularly assigned in whole or in part to a night tour of duty are entitled to night differential pay when absent on military leave.

517.54 **Absence Beyond the General Military Leave Allowance**

517.541 **Training Periods**

Any absence beyond the general military leave allowance is charged to annual leave or LWOP regardless of the number of training periods in the fiscal year.

517.542 **Choice of Annual Leave or LWOP**

Eligible employees who volunteer or are ordered for a period of military training or for a period of active military duty beyond the general military leave allowance may use annual leave or LWOP, at their option.

517.6 **Conflict With Work Schedule**

517.61 **Employee Alternatives**

An employee who has official duty orders or official notices signed by appropriate military authority for weekly, biweekly, or monthly training meetings and who has a conflict with scheduled work requirements may choose one of four ways of meeting the military obligation:

- a. Use military leave not in excess of the general military leave allowance.
- b. Use annual leave.
- c. Use LWOP.

- d. Arrange a mutually agreeable trade of workdays and days off with another employee who is qualified to replace the absent employee. Such trades must be cleared with the responsible supervisor and must be in accordance with the terms of collective bargaining agreements.

517.62 **Administrative Policy**

517.621 **Reassignments**

The following provisions concern reassignments:

- a. Arbitrary reassignments of other employees are not made to permit absences of employees for military duty. An employee having military drills or military training responsibility should attempt to bid on a work assignment (when the opportunity presents itself) that will not conflict with military duties.
- b. Employees requesting a temporary schedule change must submit PS Form 3189 (with PS Form 3971) to the appropriate postal official at their installation (see Handbook F-21, 232.23).

517.622 **Rescheduling**

An employee desiring absences for military duty may be rescheduled if such action can be taken without increasing costs or adversely affecting the service to other employees. Every effort should be made to work out these problems as satisfactorily as possible.

517.7 **Records Control**

517.71 **PS Form 3973**

PS Form 3973, *Military Leave Control*, provides installations with an official record of the amount of military leave used. Timekeepers or other officials responsible for processing time cards maintain a file of PS Form 3973. The forms are retained for 3 years after the end of the pay period in which the leave was taken.

PS Form 3973 is used to monitor paid military leave. As with annual leave and sick leave, military leave requested in excess of amounts provided in 517 are automatically charged to LWOP. Offices must follow the procedures below to ensure that the payroll system functions effectively.

517.72 **General Paid Military Leave**

The following provisions concern general paid military leave allowance:

- a. *Full-Time Employees.* When full-time employees request general paid military leave, i.e., for other than law enforcement duty, offices must check AAD935P3, *Military — Leave Report*, to ascertain whether military leave has been advanced. If it has not, offices must submit their requests for a credit of 120 hours military leave to Payroll Processing, Eagan ASC.
- b. *Part-Time Employees.* For a part-time employee, installations should check AAD935P4, *Military — Leave Potential Report*, for the number of hours the employee is entitled and submit a request for an advance of the hours authorized on the report.

- c. *Transfers From Other Agencies.* When an employee transfers from another federal agency, a transcript must be requested detailing hours in a pay status in the prior fiscal year and the military leave used in the current fiscal year. These hours are sent to Payroll Processing, Eagan ASC, and are used in addition to the hours on the AAD935P4 report to determine hours to be advanced.
- d. *Noncareer Employees.* Offices may not authorize paid military leave for noncareer employees.

517.73 **Paid Military Leave for Law Enforcement**

If a leave request is for law enforcement purposes, installations must submit a memorandum to Payroll Processing, Eagan ASC, requesting advancement of paid military leave for law enforcement purposes for the number of hours requested, not to exceed 176 hours for a full-time employee or, for a part-time employee, the number of hours of law enforcement leave to which the employee is entitled as shown in the AAD935P4 report. If regular military leave has not been advanced, follow the procedures for full-time employees.

518 **Holiday Leave**

518.1 **Observed Holidays**

The following 10 days are observed as holidays by the U.S. Postal Service:

- | | | |
|----|---------------------------------------|---------------------------|
| a. | New Year's Day | January 1. |
| b. | Martin Luther King Jr.'s Birthday | 3rd Monday in January. |
| c. | Washington's Birthday/Presidents' Day | 3rd Monday in February. |
| d. | Memorial Day | Last Monday in May. |
| e. | Independence Day | July 4. |
| f. | Labor Day | 1st Monday in September. |
| g. | Columbus Day | 2nd Monday in October. |
| h. | Veterans' Day | November 11. |
| i. | Thanksgiving Day | 4th Thursday in November. |
| j. | Christmas Day | December 25. |

Note: Administrative leave is not granted for absence on state, local, or religious holidays. To the fullest extent practicable, annual leave or LWOP is granted to employees for observance of their religious holidays.

518.2 **Holidays on Nonscheduled Workdays**

518.21 **Saturday**

When a holiday falls on a Saturday, the preceding Friday is observed as the holiday.

518.22 **Sunday**

When a holiday falls on Sunday, the following Monday is observed as the holiday.

518.23 Nonscheduled Workday

When an employee's nonscheduled workday falls on a day observed as a holiday, the employee's scheduled workday preceding the holiday is designated as that employee's holiday.

518.3 Holidays on Scheduled Workdays

Holidays falling on an employee's scheduled workday are observed on those days.

518.4 Eligibility for Holiday Pay

See 434.4.

518.5 Provisions for Rural Carriers and Substitutes**518.51 Rural Carriers**

Rural carriers are not required to report to post offices for any purpose on legal holidays. When a holiday falls on Sunday, the following Monday is observed. Rural carriers are not permitted to substitute any other day.

518.52 Substitute Rural Carriers

When the holiday falls on a service day for a triweekly route, the carrier is not required to serve until the next scheduled service day.

518.6 Provisions for Postmasters

For all full-time postmasters except those in EAS A-E offices, if a holiday falls on a Saturday that is a nonscheduled workday, the preceding Friday is designated as the postmaster's holiday. When necessary, additional workhour allowances are authorized for those post offices without a senior supervisor to provide relief coverage during the postmaster's absence on holiday leave (see 434.412e)

519 Administrative Leave**519.1 Definition**

Administrative leave is absence from duty authorized by appropriate postal officials without charge to annual or sick leave and without loss of pay.

519.2 Special Conditions**519.21 Acts of God****519.211 General**

Acts of God involve community disasters such as fire, flood, or storms. The disaster situation must be general rather than personal in scope and impact. It must prevent groups of employees from working or reporting to work.

519.212 Authorizing Administrative Leave for Acts of God

The following provisions concern administrative leave for acts of God:

- a. Postmasters and other installation heads have authority to approve administrative leave for up to 1 day.
- b. District managers and Postal Career Executive Service (PCES) plant managers may authorize administrative leave beyond 1 day, but not to exceed a total of 3 days, for their installation and those reporting to it.
- c. District managers and senior or lead plant managers may approve administrative leave for periods up to and in excess of 3 days for their installation and those reporting to it.

519.213 Determining the Cause of Absence

Postmasters and other appropriate postal officials determine whether absences from duty allegedly due to "acts of God" were, in fact, due to such cause or whether the employee or employees in question could, with reasonable diligence, have reported for duty.

519.214 Early Dismissal Due to Acts of God

When employees are dismissed from duty before the normal completion of their duty due to an act of God, the following applies:

- a. Full-time employees are entitled to credit for hours worked plus enough administrative leave to complete their tour of duty. This combination of work and leave is not to exceed 8 hours in any one day.
- b. Part-time regular employees are entitled to credit for hours worked plus enough administrative leave to complete their scheduled hours of duty. This combination of work and leave is not to exceed 8 hours in any one day.
- c. Part-time flexible employees are entitled to credit for hours worked plus enough administrative leave to complete their scheduled tour. The combination of straight time worked and administrative leave may not exceed 8 hours in a service day. If there is a question as to the scheduled workhours, the part-time flexible employee is entitled to the greater of the following:
 - (1) The number of hours the part-time flexible worked on the same service day in the previous service week.
 - (2) The number of hours the part-time flexible was scheduled to work.
 - (3) The guaranteed hours as provided in the applicable national agreement.

519.215 Employees Prevented From Reporting

Employees scheduled to report who are prevented from reporting or, who after reporting, are prevented from working by an act of God may be excused as follows:

- a. Full-time and part-time regular employees receive administrative leave to cover their scheduled tour of duty not to exceed 8 hours.
- b. Part-time flexible employees receive administrative leave, subject to the 8-hour limitation, for their scheduled workhours, as provided in 519.214c.

519.216 Employees on Annual Leave, Sick Leave, or LWOP

Employees on annual leave, sick leave, or LWOP remain in such status. They are not entitled to administrative leave.

519.217 Substitute Rural Carriers and Rural Carrier Associates

Substitute rural carriers and RCAs in a leave-earning status are treated the same as rural carriers:

- a. If they are scheduled for duty and are unable to report to the postal installation, administrative leave is granted for the full day that the employees are scheduled to serve their routes. No equipment maintenance allowance is paid.
- b. If employees are scheduled for duty and report to the postal installation but are unable to serve all or part of their routes through no fault of their own, they may be granted administrative leave for the remainder of the normal tour of duty for that day. Payment for equipment maintenance allowance is made, if appropriate, because employees are considered to be in duty status.

519.22 Civil Disorders**519.221 Decision to Curtail or Terminate Postal Operations**

During times of civil disorders in communities, the postmaster or installation head determines whether conditions are such that postal operations are curtailed or terminated, taking into account the needs of the service, local conditions, and the welfare of postal employees.

519.222 Civil Disorder Extends Beyond Three Days

When civil disorder extends beyond 3 days and administrative leave is indicated as being necessary, prior approval is obtained through the district manager or senior or lead plant manager.

519.223 Early Dismissal

Employees dismissed early because of civil disorder are treated the same as for early dismissals for acts of God (see 519.214).

519.224 Employees Prevented From Reporting

Postmasters and installation heads are authorized to grant up to 3 days of administrative leave on a day-to-day basis to those employees who, through no fault of their own, are prevented from reporting to work. The following applies:

- a. Full-time and part-time regular employees prevented from reporting in civil disorder situations are treated the same as employees in the act of God situation (see 519.214a and 519.214b).
- b. Part-time flexible employees are not granted administrative leave except if scheduled to report but are prevented from doing so. Provisions in 519.214c apply.

519.23 Relocation**519.231 Policy**

An employee who is transferred or relocated in the interest of the Postal Service from one official station to another in the Postal Service is entitled to 5 days of administrative leave. The 5 days of administrative leave are not charged to any other leave.

519.232 Requirements

An actual physical move of the employee's household is a requirement for eligibility for relocation leave. Therefore, employees who are relocated to another duty station in the same commuting area who do not move their households are not eligible. The following employees are entitled to 5 days of relocation leave with pay when directed to transfer or relocate:

- a. Employees who are transferred or relocated from one official duty station to another in the interest of the Postal Service.
- b. Employees who request and accept a transfer in lieu of a separation or demotion when separation or demotion is not for personal cause.

519.233 Notation on PS Form 50

If any leave is granted by the losing duty station, the number of days allowed is noted in the Remarks section of the reassignment PS Form 50. Before granting relocation leave, the gaining duty station reviews the losing station's PS Form 50 to determine the additional leave that may be allowed.

519.234 Limitations

Relocation leave may be taken before or after the physical move and may be taken a day or more at a time; it must be taken in whole days. In no instance does it exceed a total of 5 days. In the event that the employee later decides not to transfer to the new station, all relocation leave taken is charged to annual leave or LWOP.

519.24 Adverse Action Investigation and Decision

During the time required for investigation and decision regarding an adverse action, management may place an employee in an off-duty, nonpay status, in accordance with 651.4 or the applicable bargaining unit agreement. If these provisions are not applicable and it is necessary to remove the employee from a duty status, management may place the employee on administrative leave until the effective date of an adverse action or until the employee is returned to work, whichever comes first. Beginning on the effective date of an adverse action, the employee remains on the rolls but in a nonpay status during an appeal process. (See 651.4 and 651.6, and see applicable bargaining unit agreement to determine maximum allowable time.)

519.3 Civil Participation**519.31 State and Local Civil Defense Programs****519.311 No Charge to Leave**

Full-time employees who volunteer and are selected by state or local authorities for civil defense assignments are authorized to participate in

pre-emergency training programs and test exercises conducted by the state or local government. Participation in these activities during the employee's regularly scheduled tour of duty cannot exceed more than 40 hours of administrative leave in any 1 leave year.

519.312 **Annual or LWOP**

Employees who participate in civil defense activities other than those cited in 519.311 are granted annual leave or LWOP if it is possible to spare them without undue interference with the needs of the Postal Service.

519.313 **Availability for Civil Defense Assignment**

Employees are designated as available for assignment to civil defense activities subject to the following conditions:

- a. The employee's participation is requested by the state or local civil defense authorities.
- b. Within reason, the employee is expected to be available for assignment to civil defense activities in the event of an emergency.
- c. The employee can be spared from regular duties for the required periods of participation.

519.314 **Key Role Restriction**

Key roles in civil defense activities are *not* assigned to employees for whom a certificate of availability has been granted for military duty.

519.315 **Statement Requirement**

On return to duty, employees are required to submit a written statement from the state or local civil defense authorities showing days or hours of their participation.

519.32 **Voting or Registering to Vote**

519.321 **Policy**

Employees are encouraged to exercise their voting rights. So far as is practicable without seriously interfering with service, postal employees, excluding casual and temporary employees, who desire to vote or register in any election or in any referendum on a civic matter in their community are excused for a reasonable time for that purpose on a day they are scheduled to work. Casual and temporary workers are encouraged to vote but are not eligible for administrative leave for this purpose.

519.322 **Administrative Determination**

Postal officials in charge of installations obtain necessary information concerning the hours during which the polls are open in the political subdivisions in which their employees reside. They then make an administrative determination regarding the amount of excused absence necessary (and limits in accordance with 519.323). Employees are notified of this determination and of the procedures to be followed in obtaining advance approval for the absence.

519.323 **Voting**

The following provisions concern time allowed for voting:

- a. *Three-Hour Rule.* As a general rule, if the polls are not open at least 3 hours either before or after an employee's scheduled hours of work, the employees may be excused for the length of time that permits them to report for work 3 hours after the polls open or to leave work 3 hours before the polls close, whichever requires the lesser amount of time off.
- b. *Exception to Three-Hour Rule.* Under exceptional circumstances, if the general rule in 519.323a does not permit sufficient time, an employee may be excused for the additional time needed to vote. However, time off must not exceed a full day.
- c. *Charge to Annual Leave or LWOP.* If an employee's voting place is beyond normal commuting distance and if voting by absentee ballot is not permitted, employees may be granted sufficient time off to be able to make the trip to the voting place to cast their ballots. When more than 1 day is required to make the trip to the voting place, postal officials observe a liberal policy in granting necessary time off for this purpose. Time off in excess of 1 day is charged to annual leave or, if annual leave is exhausted or the employee so requests, it is charged to LWOP.

519.324 **Registration**

If the employee votes in a jurisdiction that requires registration in person, time off to register is granted on substantially the same basis as for voting, except that no time is granted if registration can be accomplished on a nonworkday and the place of registration is within a (reasonable) 1 day, round trip travel distance of the employee's place of residence.

519.325 **Restrictions**

An employee is not allowed administrative leave for voting or registration during a period of absence on sick leave, annual leave, or LWOP pay.

519.33 **Funeral Services**

519.331 **Absence of Veterans to Attend Funeral Services**

Full-time Postal Service employees (except rural carriers) who are veterans of any war, campaign, or expedition (for which a campaign badge has been authorized, see [Exhibit 512.232a](#)), or who are members of honor or ceremonial groups or organizations of such veterans, may be granted administrative leave, not to exceed 4 hours in any one day, to participate in funeral ceremonies for members of the Armed Forces of the United States whose remains are returned from abroad for final interment in the United States. Such participation is limited to service as active pallbearers or as members of firing squads or guards of honor. Absences in excess of 4 hours in any one day are charged to annual leave or to LWOP.

519.332 **Funeral of Immediate Relatives Who Died in Combat Zone**

Administrative leave not to exceed 3 days is granted to employees to make arrangements for, or to attend the funeral of, or memorial service for, an immediate relative who died as a result of wounds, disease, or injury incurred

while serving as a member of the Armed Forces of the United States in a combat zone. An *immediate relative* is defined as:

- a. Spouse and his or her parents.
- b. Children and their spouses.
- c. Parents.
- d. Brothers, sisters, and brothers-in-law and sisters-in-law (brothers and sisters of spouses and spouses of brothers and sisters).

519.4 National Day of Observance

519.41 General

In the event that the postmaster general or designee determines that the Postal Service will participate in a national day of observance (for example, National Day of Mourning) subsequent to the declaration of a national day of observance by Executive Order of the President of the United States, administrative leave is granted to employees.

The policy shown below applies to executive and administrative schedule (EAS) employees, Postal Career Executive Service (PCES) employees, and other employees not covered by union agreements concerning national days of observance and is consistent with the agreements developed for that purpose. Employees in the following unions should refer to the memorandums of agreement or understanding between the Postal Service and their unions regarding regulations for national days of observance:

- a. American Postal Workers Union, AFL-CIO.
- b. National Association of Letter Carriers, AFL-CIO.
- c. National Postal Mail Handlers Union, AFL-CIO.
- d. National Rural Letter Carriers' Association.
- e. Fraternal Order of Police, National Labor Council, USPS No. 2.

519.42 Leave Granted

519.421 Full-Time Employees

Full-time employees whose basic work week includes the national day of observance are granted administrative leave as follows:

- a. Those with the national day of observance as a scheduled workday:
 - (1) If *not directed* to report for work, are granted administrative leave for that day.
 - (2) If *directed* to report for work, are granted a day of administrative leave at a future date, for the number of hours equal to their regular workday.
- b. Those with the national day of observance as a nonscheduled (relief) workday:
 - (1) If *not directed* to report for work, are granted a day of administrative leave at a future date, for the number of hours equal to their regular workday.

- (2) If *directed* to report for work, are granted overtime pay, if eligible, plus a day of administrative leave at a future date, for the number of hours worked, up to the number of hours equal to their regular workday.

519.422 **Part-Time Regular Employees**

Part-time regular employees whose basic workweek includes the national day of observance are granted administrative leave as follows:

- a. Those with the national day of observance as a scheduled workday:
 - (1) If *not directed* to report for work, are granted administrative leave for that day, for the number of hours scheduled to work.
 - (2) If *directed* to report for work, are granted a day of administrative leave at a future date, for the number of hours scheduled to work on the national day of observance.
- b. Those with the national day of observance as a nonscheduled (relief) workday:
 - (1) If *not directed* to report for work, are granted a day of administrative leave at a future date, equal to the average number of daily paid hours in their schedule for the service week previous to the service week in which the national day of observance occurs, up to 8 hours.
 - (2) If *directed* to report for work, receive straight time pay (or overtime pay if appropriate), plus administrative leave at a future date for the number of hours worked on the national day of observance, up to 8 hours.

519.423 **Part-Time Flexible Employees**

Part-time flexible employees are granted administrative leave for the national day of observance as follows:

- a. Those *directed* to report for work are granted a day of administrative leave at a future date, for up to 8 hours.
- b. Those *not directed* to report for work are granted a day of administrative leave at a future date, equal to the average number of daily paid hours during the service week previous to the service week in which the national day of observance occurs, up to 8 hours.

519.424 **Transitional Employees**

Transitional employees receive pay only for actual workhours performed on the national day of observance. They are not granted administrative leave.

519.425 **Employees on Paid Leave**

Employees on paid leave on the national day of observance receive administrative leave on that day in lieu of requested leave for up to the number of hours equal to the employee's regular workday. (See 519.423(b) for part-time flexible employees.)

519.426 Employees on Continuation of Pay, Office of Workers' Compensation Programs Pay, and Leave Without Pay

Employees on continuation of pay (COP) and employees on leave without pay (LWOP) not associated with Office of Workers' Compensation Programs (OWCP) on the national day of observance are granted a day of administrative leave for up to 8 hours.

Employees working part days on the national day of observance as a result of an injury on duty (IOD) receive administrative leave equal to the hours normally worked.

Employees not working as a result of an IOD and employees on OWCP pay on the national day of observance are not granted administrative leave.

519.427 Employees Absent Without Leave, Suspended, or Pending Removal

Employees absent without leave (AWOL), suspended, or pending removal on the national day of observance are not granted administrative leave.

Note: An employee returned to duty and made whole for a period of AWOL, suspension, or removal may be eligible for administrative leave for the national day of observance consistent with the rules of the provision of ELM 519.4 for that employee's group if the period of suspension or removal for which the employee is considered to have been made whole includes that day.

519.428 Individuals Not Eligible for Administrative Leave

Individuals not eligible for administrative leave include the following:

- a. Postmaster relief employees.
- b. Rural carrier relief employees.
- c. Substitute rural carrier employees and rural carrier associate employees who are not in leave-earning positions.
- d. Temporary employees.
- e. Noncareer officer-in-charge employees.
- f. Contractors.

519.43 Leave Taken at a Future Date

Administrative leave to be taken at a future date:

- a. Must be granted and used within 6 months of the national day of observance or by the end of the fiscal year, whichever is later.

Note: Administrative leave is not granted to an employee who is on extended leave for the entire period between the day of observance and 6 months from that date, or between the day of observance and the end of the fiscal year, whichever is later.
- b. Must be taken all at one time.
- c. May, at the employee's option, be substituted for previously scheduled but not used annual leave.
- d. Should be requested by using the same procedures that govern the request and approval of annual leave consistent with ELM 512.41 and ELM 512.42.

519.5 **Medical Events**

519.51 **Blood Donations**

519.511 **Policy**

All postal employees are urged to cooperate fully with the public blood donation programs for the health and security of their community. The time necessary includes the time required for travel and the time required by the medical facility to process the blood donations.

519.512 **Time Allowed**

The following provisions concern time allowed for blood donations:

- a. *General Allowance.* Postal employees may be excused for that period of time deemed reasonably necessary to cover any absence from regular tours of duty to make voluntary blood donations, without remuneration, to the Red Cross, the community, or other nonprofit blood bank. This regulation does not apply to those employees who participate in this program on their own time, off duty.
- b. *Additional Time.* In the case of employees in occupations for which the blood bank recommends additional time off following the blood donation, the time necessary includes the additional time recommended by the blood bank. Every effort should be made to have blood donations for such employees scheduled near the end of their tour of duty.

519.513 **Restrictions**

The following provisions concern restrictions on time allowed for blood donations:

- a. The time allowed may in no instance exceed 8 hours. A full day's administrative leave may be granted only when there are unusual circumstances, such as in rural areas where considerable travel may be involved. It is not intended that a full day's administrative leave be granted any employee for donating blood when the blood bank or facility is nearby.
- b. Administrative leave for blood donation may be granted during a regular tour of the employee's basic workweek, but only on the date of the blood donation. It is not granted to employees on suspension or in any nonpay status.

519.514 **Facility Arrangements**

For group donations, postmasters or installation heads make arrangements with the blood bank to provide facilities (mobile) for on-site participation or arrange the hours of donation to present the least interruption and cost to the Postal Service.

519.52 **Bone Marrow, Stem Cell, Blood Platelet, and Organ Donations**

519.521 **Policy**

Career postal employees who wish to donate bone marrow, stem cells, blood platelets, or organs may be granted administrative leave, subject to the

limitations in 519.522, with appropriate management approval. Administrative leave is *not* available to bone marrow or organ *recipients*.

519.522 Time Limitations

The maximum administrative leave that can be granted per leave year to cover qualification and donation is limited to the following:

- a. To a full-time career employee:
 - (1) For bone marrow, 3 days.
 - (2) For stem cells, 3 days.
 - (3) For blood platelets, 3 days.
 - (4) For organs, 14 days.
- b. To a part-time career employee:
 - (1) For bone marrow, 1 1/2 days.
 - (2) For stem cells, 1 1/2 days.
 - (3) For blood platelets, 1 1/2 days.
 - (4) For organs, 7 days.

519.53 Physical Examination for Entry Into Armed Forces

Postal employees who are scheduled for physical examination for entry into the armed forces at times when they are also scheduled for postal duty are given administrative leave for the time necessary to take the examination.

519.54 First-Aid Examination and Treatment for On-the-Job Injury or Illness

519.541 Employee on Regular Tour

If an employee on a regular tour of duty is injured or becomes ill and the injury or illness can be treated so that the employee can return to duty during that tour, the employee is excused without charge to annual or sick leave. The employee is not required to clock out when leaving the place of duty for first-aid examination or treatment.

519.542 Employee in Overtime Status

When an employee is directed by management to an on- or off-site medical unit due to illness or injury, all time spent waiting for and/or receiving medical attention on the service day on which the illness or injury occurs, which would have been worked but for the medical attention, is credited as work time even though overtime hours may be involved. The employee's time card is so noted and initialed by the supervisor.

519.55 Day of Death

If an employee dies during a scheduled work day, the balance of the full tour is charged to administrative leave. If the employee dies before a scheduled tour begins, the full tour is charged to administrative leave, provided the employee was in a pay status, either work hours or paid leave, on the last scheduled day before the day of death. When a scheduled tour overlaps a calendar day and begins at or near the previous day, a death occurring within 2 hours of the beginning of the tour is considered to be before the scheduled tour and the full tour is charged to administrative leave.

519.6 **Special Events**519.61 **Postal Service Invitation**

The postmaster general, deputy postmaster general, or chief operating officer may approve the use of administrative leave for spouses or guests who are postal employees when they are invited by the Postal Service to attend a special event. The invitation from the postmaster general, deputy postmaster general, or chief operating officer must include the spouse or guest attendance as well as the allowable period of administrative leave authorized for the specific special event. The invitation must be attached to the PS Form 3971 and submitted to the spouse's or guest's supervisor in advance of the leave.

519.62 **Postmaster Organization Conventions**519.621 **Conventions**

The following provisions concern time allowed for career postmasters to attend postmaster organization conventions:

- a. *Time Limitation.* Up to 5 working days of administrative leave with pay are authorized for postmasters for the purpose of attending postmaster organization, state, and/or national conventions. These 5 working days (inclusive of travel time) may be used in a leave year as follows:
 - (1) For actual attendance at one postmaster organization's annual national convention, and/or at the postmaster organization's annual state or multi-state convention that is held for the district in which the postmaster's installation is located.
 - (2) For the travel time that is actually required by a postmaster in order to attend the national and/or state conventions provided such travel time is also during a regularly scheduled workday.
- b. *Restriction.* Administrative leave is not authorized for any other meeting, including training sessions or any other meetings or conferences sponsored by the management organizations.
- c. *Advance Approval.* Application for the intended absence must be approved in advance by the Postal Service manager to whom the postmaster directly reports. Any request for annual leave or LWOP to supplement administrative leave must be approved in advance by the postal manager to whom the postmaster directly reports. The postmaster should complete a PS Form 3971 prior to taking such leave.
- d. *Verification of Attendance.* Supporting documentation such as hotel receipts and confirmation of convention registration may be requested by the postal manager to whom the postmaster reports following attendance at any state or national convention for which administrative leave has been extended.