

**Honoring Advance Commitments For Annual Leave.** Article 10.4.D requires management to honor annual leave approved in advance, in nearly all circumstances.

**Emergency Annual Leave.** In an emergency, a carrier need not obtain advance approval for leave, but must notify management as soon as possible about the emergency and the expected duration of the absence. The carrier must submit PS Form 3971 and explain the reason for the absence to the supervisor as soon as possible (ELM Section 512.411-12).

## 10.5

**Section 5. Sick Leave**

The Employer agrees to continue the administration of the present sick leave program, which shall include the following specific items:

- A. Credit employees with sick leave as earned.
- B. Charge to annual leave or leave without pay (at employee's option) approved absence for which employee has insufficient sick leave.
- C. Employee becoming ill while on annual leave may have leave charged to sick leave upon request.
- D. For periods of absence of three (3) days or less, a supervisor may accept an employee's certification as reason for an absence.

**Sick Leave.** Article 10.5 provides for the continuation of the sick leave program, whose detailed regulations are contained in ELM Section 513. Section 513.1 defines sick leave as leave which "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."

**Sick Leave Accrual.** Full-time and part-time employees accrue sick leave as shown in ELM Section 513.21:

**513.21 Accrual Chart**

<b>Employee Category</b>	<b>Time Accrued</b>
a. Full-time employees	4 hours for each full biweekly pay period—i.e., 13 days (104 hours) per 26-period leave year.
b. 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.

Sick leave is credited at the end of each pay period and can accumulate without any limitation of yearly carryover amounts (ELM Section 513.221).

**27 Pay Period Leave Year.** The accrual charts listed above are based on a 26 pay period leave year. In leave years with 27 pay periods employees will earn additional leave. (See JCAM page 10-4 for further explanation.)



## 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(a), 515.2(b), and 515.2(c)) 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 (except as noted below).	4 hours for each full biweekly pay period -- i.e., 13 days (104 hours) per 26-period leave year.
Non-executive, non-bargaining full-time career employees, and non-career employees converted to those positions, with a career appointment date on or after October 6, 2012, who are without any prior federal or USPS service that was creditable at the time of that career appointment toward the leave computation date. This accrual rate never applies to an employee who earned sick leave at the higher accrual rate above.	3 hours for each full biweekly pay period -- i.e., 9.75 days (78 hours) per 26-period leave year.
Part-time employees (except as noted below).	1 hour for each unit of 20 hours in pay status up to 104 hours (13 days) per 26-period leave year.
Non-executive, non-bargaining part-time career employees, and non-career employees converted to those positions, with a career appointment date on or after October 6, 2012, who are without any prior federal or USPS service that was creditable at the time of that career appointment toward the leave computation date. This accrual rate never applies to an employee who earned sick leave at the higher accrual rate above.	1 hour for each unit of 26.66 hours in pay status up to 78 hours (9.75 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(a), 515.2(c), and 515.2(e)).	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.)
Bereavement Leave for Non-Bargaining Unit Employees	This type of leave is available for all career non-bargaining unit employees. Employees may use up to 3 workdays of annual leave, sick leave, or leave without pay to make arrangements necessitated by the death of a family member or attend the funeral of a family member. Authorization of leave beyond three workdays is subject to the conditions and requirements of ELM 510.

For employees opting to use available sick leave, the leave will be charged to sick leave for dependent care, if available. Documentation evidencing the death of the employee's family member is required only when the supervisor deems such documentation desirable for the protection of the Postal Service's interests.

Family Member is defined as a:

- a. Son or daughter — biological or adopted child, stepchild, daughter-in-law, or son-in-law;
- b. Spouse;
- c. Parent, mother-in-law, or father-in-law;
- d. Sibling — brother, sister, brother-in-law, or sister-in-law; or
- e. Grandparent.

The applicable provisions regarding bereavement leave for bargaining unit employees are in the respective bargaining unit's applicable national agreement.

\* 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 this situation the employee must notify appropriate postal authorities of his or her illness or injury and expected duration of the absence as soon as possible.

When sufficient information is provided to determine that the absence may be covered by the Family and Medical Leave Act (FMLA), the following Department of Labor forms will be mailed to the employee's address of record along with a return envelope:

- a. WH 381, *FMLA Notice of Eligibility and Rights and Responsibilities*; and
- b. One of the following forms, as appropriate:
  1. WH-380-E, *FMLA Certification of Health Care Provider for Employee's Serious Health Condition*.
  2. WH-380-F, *FMLA Certification of Health Care Provider for Family Member's Serious Health Condition*.
  3. WH-385, *FMLA Certification for Serious Injury or Illness of Covered Servicemember — for Military Family Leave*.

**Note:** These forms are provided for the employee's convenience, as they solicit all required information; however, employees may use another format as long as it provides complete and sufficient information as required by the FMLA. The information provided should relate only to the specific reason associated with the request for leave protection.

PS Form 3971, *Request for or Notification of Absence*, will be provided to the employee upon his or her return to duty.

When sufficient information to determine that the absence is covered by FMLA is not provided in advance of the absence, the employee must submit a PS Form 3971 and applicable medical or other certification upon returning to duty and explain the reason for the absence. Employees may be required to submit acceptable evidence of incapacity to work as outlined in the provisions of 513.36, Sick Leave Documentation Requirements, or noted on the reverse of PS Form 3971 or on Department of Labor Form WH-381, 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 incapacity 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 565.

#### 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 <a href="#">519.7</a> .)
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 <a href="#">512.54</a> .)

**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 <a href="#">519.7</a> .)

**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 [§13.5](#). 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 an 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 work year (260 days x 8 hours = 2,080 hours).

Previously, there were no provisions for credit of sick leave upon retirement for employees under the Federal Employees Retirement System (FERS), except for those who were in the Civil Service Retirement System (CSRS) and transferred to FERS. See [580](#), Federal Employee Retirement System, for details for credit of sick leave upon retirement for FERS employees who formerly were covered by CSRS.

Enacted in 2009, the National Defense Authorization Act for Fiscal Year 2010 (Public Law 111-84) changed this. FERS employees will receive credit for unused sick leave in the same manner as CSRS employees. The change will be phased in, as follows: (a) 50 percent of accrued sick leave hours will be credited for all FERS retirements commencing October 28, 2009, through December 31, 2013; and (b) 100 percent of the accrued sick leave hours will be credited for all FERS retirements that begin on or after January 1, 2014.

**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](#)).

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## ARTICLE 16 DISCIPLINE PROCEDURE

### 16.1 Section 1. Principles

In the administration of this Article, a basic principle shall be that discipline should be corrective in nature, rather than punitive. No employee may be disciplined or discharged except for just cause such as, but not limited to, insubordination, pilferage, intoxication (drugs or alcohol), incompetence, failure to perform work as requested, violation of the terms of this Agreement, or failure to observe safety rules and regulations. Any such discipline or discharge shall be subject to the grievance-arbitration procedure provided for in this Agreement, which could result in reinstatement and restitution, including back pay.

#### Just Cause Principle

The principle that any discipline must be for “just cause” establishes a standard that must apply to any discipline or discharge of an employee. Simply put, the just cause provision requires a fair and provable justification for discipline.

Just cause is a term of art created by labor arbitrators. It has no precise definition. It contains no rigid rules that apply in the same way in each case of discipline or discharge. However, 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.

- **Is there a rule?** If so, was the employee aware of the rule? Was the employee forewarned of the disciplinary consequences for failure to follow the rule? It is not enough to say, “Well, everybody knows that rule,” or “We posted that rule ten years ago.” You may have to prove that the employee should have known of the rule. Certain standards of conduct are normally expected in the industrial environment and it is assumed by arbitrators that employees should be aware of these standards. For example, an employee charged with intoxication on duty, fighting on duty, pilferage, sabotage, insubordination, etc., may be generally assumed to have understood that these offenses are neither condoned nor acceptable, even though management may not have issued specific regulations to that effect.
- **Is the rule a reasonable rule?** Management must make sure rules are reasonable, based on the overall objective of safe and efficient work performance. Management’s rules should be reasonably related to business efficiency, safe operation of our business, and the performance we might expect of the employee.
- **Is the rule consistently and equitably enforced?** A rule must be applied fairly and without discrimination. Consistent and equitable

enforcement is a critical factor. Consistently overlooking employee infractions and then disciplining without warning is improper. If employees are consistently allowed to smoke in areas designated as No Smoking areas, it is not appropriate suddenly to start disciplining them for this violation. In such cases, management loses its right to discipline for that infraction, in effect, unless it first puts employees (and the unions) on notice of its intent to enforce that regulation again. Singling out employees for discipline is usually improper. If several similarly situated employees commit an offense, it would not be equitable to discipline only one.

- **Was a thorough investigation completed?** Before administering the discipline, management must make an investigation to determine whether the employee committed the offense. Management must ensure that its investigation is thorough and objective. This is the employee's day in court privilege. Employees have the right to know with reasonable detail what the charges are and to be given a reasonable opportunity to defend themselves before the discipline is initiated.
- **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?** The following is an example of what arbitrators may consider an inequitable discipline: If an installation consistently issues five-day suspensions for a particular offense, it would be extremely difficult to justify why an employee with a past record similar to that of other disciplined employees was issued a 30-day suspension for the same offense. There is no precise definition of what establishes a good, fair, or bad record. Reasonable judgment must be used. An employee's record of previous offenses may never be used to establish guilt in a case you presently have under consideration, but it may be used to determine the appropriate disciplinary penalty.
- **Was the disciplinary action taken in a timely manner?** Disciplinary actions should be taken as promptly as possible after the offense has been committed.

### **Corrective Rather than Punitive**

The requirement that discipline be corrective rather than punitive is an essential element of the just cause principle. In short, it means that for most offenses management must issue discipline in a progressive fashion, issuing lesser discipline (e.g., a letter of warning) for a first offense and a pattern of increasingly severe discipline for succeeding offenses (e.g., short suspension, long suspension, discharge). The basis of this principle of corrective or progressive discipline is that it is issued for the purpose of correcting or improving employee behavior and not as punishment or retribution.

## ARTICLE 19 HANDBOOKS AND MANUALS

Those parts of all handbooks, manuals and published regulations of the Postal Service, that directly relate to wages, hours or working conditions, as they apply to employees covered by this Agreement, shall contain nothing that conflicts with this Agreement, and shall be continued in effect except that the Employer shall have the right to make changes that are not inconsistent with this Agreement and that are fair, reasonable, and equitable. This includes, but is not limited to, the Postal Service Manual and the F-21, Timekeeper's Instructions.

Notice of such proposed changes that directly relate to wages, hours, or working conditions will be furnished to the Union at the national level at least sixty (60) days prior to issuance. At the request of the Union, the parties shall meet concerning such changes. If the Union, after the meeting, believes the proposed changes violate the National Agreement (including this Article), it may then submit the issue to arbitration in accordance with the arbitration procedure within sixty (60) days after receipt of the notice of proposed change. Copies of those parts of all new handbooks, manuals and regulations that directly relate to wages, hours or working conditions, as they apply to employees covered by this Agreement, shall be furnished the Union upon issuance.

Article 19 shall apply in that those parts of all handbooks, manuals and published regulations of the Postal Service, which directly relate to wages, hours or working conditions shall apply to CCA employees only to the extent consistent with other rights and characteristics of CCA employees provided for in this Agreement and otherwise as they apply to the supplemental work force. The Employer shall have the right to make changes to handbooks, manuals and published regulations as they relate to CCA employees pursuant to the same standards and procedures found in Article 19 of the National Agreement.

[see Memo, page 214]

**This Memo  
is located on  
JCAM pages  
19-2 and 19-3.**

**Handbooks and Manuals.** Article 19 provides that those postal handbook and manual provisions directly relating to wages, hours, or working conditions are enforceable as though they were part of the National Agreement. Changes to handbook and manual provisions directly relating to wages, hours, or working conditions may be made by management at the national level and may not be inconsistent with the National Agreement. A challenge that such changes are inconsistent with the National Agreement or are not fair, reasonable, or equitable may be made only by the NALC at the national level.

A memorandum included in the 2019 National Agreement establishes a process for the parties to communicate with each other at the national level regarding changes to handbooks, manuals, and published regulations that directly relate to wages, hours, or working conditions. The purpose of the memorandum is to provide the national parties with a better understanding of their respective positions in an effort to eliminate