

**Contract Administration Unit**

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# Leave provisions

**T**he COVID-19 pandemic has had many effects on city letter carriers. One has been on annual leave. Many letter carriers had choice leave scheduled and then canceled their leave because vacations and events were rescheduled as a result of the pandemic. On Sept. 3, NALC and USPS agreed to Memorandum of Understanding (MOU) Re: Annual Leave Carryover for Leave Year 2021, M-01928 in NALC's Materials Reference System (MRS), which aims to alleviate this problem. This month's Contract Talk will explain the annual leave provisions, annual leave carryover and the agreed-upon provisions of M-01928.

**Article 10 of the National Agreement covers general leave provisions** such as choice of vacation period, vacation planning and sick leave. Article 10, Section 2 specifically incorporates *Employee and Labor Relations Manual (ELM)*, Section 510, which contains all the rules and procedures related to the Postal Service leave program. Section 512.32 of the *ELM* below contains the provision regarding annual leave carryover.

## **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).

Normally, the maximum carryover amount is 440 hours, as explained in the *ELM*. Accumulated annual leave in excess of 440 hours at the end of the leave year is not carried or rolled over into the next year.

**M-01928 temporarily raises the maximum carryover to 520 hours from leave year 2020 to leave year 2021.**

M-01928 states:

The parties agree that for leave year 2021, regular work force career employees covered by the USPS-NALC Agreement may carry over 520 hours of accumulated annual leave from leave year 2020 to leave year 2021.

In all other respects, the *ELM* provisions for payment of accumulated leave are not changed because of this Memorandum.

This MOU will expire December 31, 2021.

**Article 10, Section 3 establishes a nationwide program** for vacation planning for employees in the regular work force with emphasis on the choice vacation period(s) or variations thereof. The duration of the choice vacation period(s) is to be determined pursuant to local implementation procedures. Section 3.b states:

**B.** Care shall be exercised to assure that no employee is required to forfeit any part of such employee's annual leave.

**Article 10, Section 4 sets out the procedure for vacation planning.** Each year, the installation head shall meet

with the representatives of the union to review local service needs as soon after Jan. 1 as practical. The installation head shall then:

1. Determine the amount of annual leave accrued to each employee's credit including that for the current year and the amount he/she expects to take in the current year.
2. Determine a final date for submission of applications for vacation period(s) of the employee's choice during the choice vacation period(s).
3. Provide official notice to each employee of the vacation schedule approved for each employee.

In accordance with Article 10, during vacation planning, the local parties should determine the amount of annual leave accrued to each employee's credit, including that for the current year and the amount he/she expects to take in the current year. As the carryover maximum will return to 440 hours from the 2021 leave year to the 2022 leave year, care should be taken to ensure that no employee be required to forfeit any part of his/her annual leave.

**M-01928 does not affect other leave provisions, such as terminal leave payments.** Terminal leave payments are made to separating employees for their balance of accrued annual leave. These payments are still limited to a maximum of 440 hours. *ELM*, Section 512.732.b states in part:

**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.

**Additional leave provisions have been temporarily implemented** as a result of the Families First Coronavirus Response Act (FFCRA), which was passed by Congress in response to the pandemic. Emergency Paid Sick Leave (EPSL) and the Emergency Family Medical Leave Act Expansion (EFMLAE) provide paid leave in addition to earned sick and annual leave balances. Under the current rules of the act, FFCRA leave expires Dec. 31, and any unused EPSL or EFMLAE will not carry over into 2021. More information regarding FFCRA leave and other COVID-19-related materials can be found at [nalc.org/news/covid-19](http://nalc.org/news/covid-19).