

JUN 13 2022

NAPS HEADQUARTERS



June 9, 2022

Mr. Ivan Butts
President
National Association of Postal Supervisors
1727 King Street, Suite 400
Alexandria, VA 22314-2753

Dear Ivan:

As a matter of general interest, the Postal Service is revising PS Form 42, *Declaration of Voluntary Resignation to Enter Military Service for Career and Non-Career Employees*, to include non-career employee benefits which previously were not on the form. Additional changes identify benefits an employee forfeits when resigning from the Postal Service to perform military service.

We have enclosed two copies of the revised PS Form 42, *Declaration of Voluntary Resignation to Enter Military Service for Career and Non-Career Employees*, one with and one without changes identified.

Please contact Bruce Nicholson 7773 if you have questions concerning this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "David E. Mills".

David E. Mills
Director
Labor Relations Policies and Programs

Enclosures



Resignation to Enter Military Service Declaration



Declaration of Voluntary Resignation to Enter Military Service For Career and Non-Career Employees

This notice ~~was~~ given to you because you voluntarily requested to resign your Postal Service employment to perform military ~~service~~ service, or you asked for more information about resigning to perform military service. It explains important legal rights and benefits that you have under the **Uniformed Services Employment and Reemployment Rights Act (USERRA)** during and following your active federal military service in the ~~U~~uniformed ~~S~~services of the United States- ~~that you will forfeit if you resign.~~

Before you decide whether to resign your employment with the Postal Service to perform active or inactive military service, you should fully understand these rights and benefits and how resigning your employment will affect your entitlement to them. If you have ~~any~~ questions about this information, contact ~~your~~ Field Human Resources office before you complete and sign this document to avoid forfeiting benefits.

You do not have to resign your employment with the Postal Service to perform military service in the ~~U~~uniformed ~~S~~services, and it may not be an advantage for you to do so. USERRA guarantees certain rights to employees who enter active duty military service, whether ~~you they~~ are in a leave without pay (LWOP) status or ~~you they~~ resign, but employees who resign forfeit ~~some~~ non-seniority-based benefits available to employees in ~~an~~ LWOP, annual ~~leave, sick~~ leave, or military leave status.

If you do not resign your employment, you will be carried in a leave without pay—military (LWOP—military) status during your absence on military service.

Your resignation to perform military service by law cannot be accepted or processed without your completing and signing this document to affirm your understanding of your rights and to declare your intention not to return to the Postal Service after separating from active military service.

Notice of USERRA Rights

- 1. You have the right to continue your employment in an LWOP—military status** during the period of your military service ~~providing provided~~ that your service does not exceed **five (5)** cumulative years while you are employed by the Postal Service. Some types of military service do not count against the **five (5)**-year limit (see ~~attached~~ Exhibit). You may also use annual or military ~~leave, and in limited circumstances, sick~~ leave during your absence.

Whether You Are in an LWOP—Military Status or You Resign Employment

- 2. Whether you are in an LWOP—military status or you resign employment with the Postal Service, you have the following rights:**

a. The right to reemployment following your military service provided you meet the following criteria:

(1) You perform military service in a ~~U~~uniformed ~~S~~service.

(2) You are not separated from military service under other than honorable conditions.

(3) You give the Postal Service ~~reasonable~~ advance ~~written or verbal~~ notice of your departure for military service, unless doing so is ~~impossible or unreasonable~~ impracticable.

(4) You ~~reapply for employment~~ request reemployment timely (within 14 days for ~~absences~~ uniformed service between 31 and 180 days; 90 days for ~~absences~~ uniformed service of 181 days or more; as soon as medically released if hospitalized or in a convalescent status after separation from active service, but not more than ~~to~~ 2 years after separation from active service)).

(5) Your military service (cumulative during your ~~career and non-career~~ employment) does not exceed 5 years, excluding certain types of military service (see ~~attached~~ Exhibit 4-).

~~Whether you are in an LWOP—military status or you resign employment with the Postal Service, you have the _____ b.~~

The right to return to employment in the position that you would have attained but for military service. This position is known as the "escalator position." The position that you will be placed in when you return to work may or may not be the same position that you held before entering active military service, depending, in part, on the length of your absence and whether your escalator or old position ~~— the position you held before you left for active military service —~~ still exists. If the escalator or ~~old~~pre-service position no longer exists, you will be placed in a position or job closest in seniority, pay, and status to the position you would have held if ~~it still existed—~~you had never left to perform uniformed service.

_____ If your position would not have changed and your service lasts 90 days or less, you are entitled to be reemployed in the exact position you held, if it still exists, or one of equivalent seniority, pay and status. If your position would not have changed and your service lasts 91 days or more, you are entitled to the exact position that you held or one of equivalent seniority, pay and status. The Postal Service will determine whether you will be placed in your former position or assigned to an equivalent one.

Declaration of Voluntary Resignation to Enter Military Service

If You Continue Employment in an LWOP–Military Status During Your Military Service

3. If you continue employment in an LWOP–military status during your military service, you are entitled to all the following:
- a. **All rights and benefits based on seniority** that you would be entitled to if you had remained actively at work for the Postal Service. You **do not** continue to earn annual or sick leave, but can use leave already accrued.

~~If you continue employment in an LWOP–military status during your military service, you are entitled to the b.~~ **The rights and benefits not based on seniority generally provided by that** the Postal Service **generally provides** to other employees with similar seniority, status, and pay **that who** are on a leave of absence that is comparable to a leave of absence to perform military service.

If You Voluntarily Resign Employment ~~in Order~~ to Perform Military Service

4. If you voluntarily resign your employment with the Postal Service ~~in order~~ to perform military service and you are subsequently reemployed, you are entitled to any rights and benefits based on seniority that you would have been entitled to if you had remained continuously employed.
5. If you voluntarily resign your employment with the Postal Service ~~in order~~ to perform military service, you forfeit non-seniority-based rights and benefits that you would be entitled to if you had remained employed in an LWOP–military status during your period of military service. Non-seniority-based rights and benefits are those rights and benefits provided to similarly situated employees by an employment contract, agreement, policy, practice, or plan in effect at the employee's workplace, and they include those rights and benefits which were in effect at the time of your resignation and those that came into effect during your period of military service.

Note: For more information regarding benefits, contact HRSSC at 1-877-477-3273, option 5, or at YTSBC0@usps.gov.

Benefits you forfeit are as follows:

- ~~a.~~ **You forfeit paid military leave** available to career employees in an LWOP–military status.
- ~~b.~~ **While you will be able to have Federal Employees Health Benefits (FEHB) coverage for up to 24 months, or until 90 days after your military service ends, whichever date comes first, with the requirement that you pay the full cost of the health insurance premiums (with no contribution from the Postal Service) and you pay an additional 2 percent administrative fee, which means that you pay a total of 102 percent of the health benefits premium, with a 31-day extension and the right to convert to an individual contract at the end of your FEHB coverage, you forfeit:**
- ~~(1)~~ **Having the Postal Service pay the full cost of FEHB coverage for up to 24 months (with no cost to you) if you are activated under 10 U.S.C. (federal) to support Operations Enduring Freedom, Noble Eagle, Iraqi Freedom, or any other contingency operation that may be so designated by the Department of Defense subsequent to this instruction.**
 - ~~(2)~~ **Having the Postal Service make an agency contribution for FEHB coverage for the first 12 months and then being able to continue coverage for an additional 12 months, with the requirement that you pay the full cost of the health insurance premiums (with no contribution from the Postal Service), if you are not activated as described in (1) and you are activated under 32 U.S.C. (state) or under 10 U.S.C. (federal).**
 - ~~(3)~~ **The opportunity that is available to career employees in an LWOP–military status to use paid leave to remain in a pay status, thereby preventing the interruption of FEHB coverage, and you also forfeit having the Postal Service make an agency contribution during that time.**
- ~~c.~~ **While the U.S. Office of Personnel Management (OPM) has informed us that your coverage under the Federal Employees Group Life Insurance (FGLI) Program will continue for 1 year, or until 90 days after your military service ends, whichever date comes first, with a 31-day extension and the right to convert to an individual contract at the end of your FGLI coverage, you forfeit any FGLI coverage beyond 1 year that is available to career employees in an LWOP–military status to use paid leave to remain in a pay status, thereby preventing the interruption of FGLI coverage.**

Affirmation of Understanding and Declaration of Intention

I have read and understand this notice, have had an opportunity to ask questions concerning my USERRA rights, and fully understand the contents of the notice. Please check the appropriate line below.

 I have contacted my Human Resources manager and have had my questions answered, or

 I have no questions or have chosen not to contact the Human Resources manager to have my questions answered.

I do not intend to return to the Postal Service after I separate from military service.

Having read and understood this notice, *Declaration of Voluntary Resignation to Enter Military Service*, I **voluntarily resign** my employment with the Postal Service effective .

{

Declaration of Voluntary Resignation to Enter Military Service

employment with the Postal Service effective _____.

_____ Date)

Employee Signature

Employee Name (Printed)

Date

Copy to Employee
_Copy to OPF/eOPF
Copy with Separation Request Worksheet

Exhibit

**Exceptions to the 5-Year Period of Military Service
After Which Postal Service Employment Must Be Terminated**

(1) Service that is required beyond ~~five~~5 years to complete an initial period of obligated service. Some military specialties require an individual to serve more than ~~five~~5 years because of the amount of time or expense involved in training. If the employee works in one of those specialties, he or she has reemployment rights when the initial period of obligated service is completed~~+~~.

(2) If the employee was unable to obtain orders releasing him or her from service in the uniformed services before the expiration of the ~~five~~5-year period, and the inability was not the ~~employee's~~employee's fault~~+~~.

~~(i)~~ (3) Service performed to fulfill ~~periodic~~:

~~(1)~~ (i) ~~Periodic~~ National Guard and Reserve training requirements as prescribed by 10 U.S.C. 10147 and 32 U.S.C. 502(a), 502(f)(2), and 503; ~~and~~+

~~(ii)~~ (ii) ~~Additional~~ training requirements determined and certified by a proper military authority as necessary for the ~~employee's~~employee's professional development, or to complete skill training or retraining~~+~~.

(4) Service performed in a uniformed service if ~~he or she~~the employee was ordered to or retained on active duty under one or more of the following:

(i) 10 U.S.C. 688 (involuntary active duty by a military retiree);

(ii) 10 U.S.C. 12301(a) (involuntary active duty in wartime);

(iii) 10 U.S.C. 12301(g) (retention on active duty while in captive status);

(iv) 10 U.S.C. 12302 (involuntary active duty during a national emergency for up to 24 months);

(v) 10 U.S.C. 12304 (involuntary active duty for an operational mission for up to 270 days);

(vi) 10 U.S.C. 12304a (involuntary active duty to respond to a major disaster or emergency);

(vii) 10 U.S.C. 12304b (involuntary active duty for preplanned mission in support of combatant command);

(viii) 10 U.S.C. 12305 (involuntary retention on active duty of a critical person during time of crisis or other specific conditions);

~~(ix)~~ 14 U.S.C. 331 (involuntary active duty by retired Coast Guard officer); ~~(viii)~~

~~(x)~~ 14 U.S.C. 332 (voluntary active duty by retired Coast Guard officer);

~~(xi)~~ 14 U.S.C. 359 (involuntary active duty by retired Coast Guard enlisted member);

~~(xii)~~ 14 U.S.C. 360 (voluntary active duty by retired Coast Guard enlisted member);

~~(xiii)~~ 14 U.S.C. 367 (involuntary retention of Coast Guard enlisted member on active duty); ~~and/or~~

~~(xiv)~~ 14 U.S.C. 712 (involuntary active duty by Coast Guard Reserve member for natural or man-made disasters).

(5) Service performed in a uniformed service if the employee was ordered to or retained on active duty (other than for training) under any provision of law because of a war or national emergency declared by the President or the Congress, as determined by the Secretary concerned~~+~~.

(6) Service performed in a uniformed service if the employee was ordered to active duty (other than for training) in support of an operational mission for which personnel have been ordered to active duty under 10 U.S.C. 12304, as determined by a proper military authority~~+~~.

(7) Service performed in a uniformed service if the employee was ordered to active duty in support of a critical mission or requirement of the uniformed services as determined by the Secretary concerned~~+~~ ~~and~~+

~~(i)~~ (8) Service performed ~~as~~:

Declaration of Voluntary Resignation to Enter Military Service

- (i) As a member of the National Guard if the employee was called to respond to an invasion, danger of invasion, rebellion, danger of rebellion, insurrection, or the inability of the President with regular forces to execute the laws of the United States.
 - (ii) ~~Service performed to~~To mitigate economic harm where the ~~employee's~~employee's employer is in violation of its employment or reemployment obligations to ~~him or her~~the employee.
- (9) Any other exceptions subsequently enacted into law: contact the Law department.



Declaration of Voluntary Resignation to Enter Military Service

For Career and Non-Career Employees

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You do not have to resign your employment with the Postal Service to perform military service in the uniformed services, and it may not be an advantage for you to do so. USERRA guarantees certain rights to employees who enter active duty military service, whether you are in a leave without pay (LWOP) status or you resign, but employees who resign forfeit non-seniority-based benefits available to employees in LWOP, annual leave, sick leave, or military leave status.

If you do not resign your employment, you will be carried in a leave without pay–military (LWOP–military) status during your absence on military service.

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 - (1) You perform military service in a uniformed service.
 - (2) You are not separated from military service under other than honorable conditions.
 - (3) You give the Postal Service advance written or verbal notice of your departure for military service, unless doing so is impracticable.
 - (4) You request reemployment timely (within 14 days for uniformed service between 31 and 180 days; 90 days for uniformed service of 181 days or more; as soon as medically released if hospitalized or in a convalescent status after separation from active service, but not more than 2 years after separation from active service).
 - (5) Your military service (cumulative during your career and non-career employment) does not exceed 5 years, excluding certain types of military service (see attached Exhibit).
 - b. **The right to return to employment in the position that you would have attained but for military service.** This position is known as the “escalator position.” The position that you will be placed in when you return to work may or may not be the same position that you held before entering active military service,

Declaration of Voluntary Resignation to Enter Military Service

depending, in part, on the length of your absence and whether your escalator or old position – the position you held before you left for active military service – still exists. If the escalator or pre-service position no longer exists, you will be placed in a position or job closest in seniority, pay, and status to the position you would have held if you had never left to perform uniformed service.

If your position would not have changed and your service lasts 90 days or less, you are entitled to be reemployed in the exact position you held, if it still exists, or one of equivalent seniority, pay and status. If your position would not have changed and your service lasts 91 days or more, you are entitled to the exact position that you held or one of equivalent seniority, pay and status. The Postal Service will determine whether you will be placed in your former position or assigned to an equivalent one.

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 - b. **The rights and benefits not based on seniority** that the Postal Service generally provides to other employees with similar seniority, status, and pay who are on a leave of absence that is comparable to a leave of absence to perform military service.

If You Voluntarily Resign Employment to Perform Military Service

4. If you voluntarily resign your employment with the Postal Service to perform military service **and you are subsequently reemployed, you are entitled to any rights and benefits based on seniority** that you would have been entitled to if you had remained continuously employed.
5. If you voluntarily resign your employment with the Postal Service to perform military service, **you forfeit non-seniority-based rights and benefits that you would be entitled to if you had remained employed in an LWOP–military status during your period of military service.** Non-seniority-based rights and benefits are those rights and benefits provided to similarly situated employees by an employment contract, agreement, policy, practice, or plan in effect at the employee’s workplace, and they include those rights and benefits which were in effect at the time of your resignation and those that came into effect during your period of military service.

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employment with the Postal Service effective _____
Date

Employee Signature

Employee Name (Printed)

Date

Copy to Employee, Copy to OPF/eOPF
Copy with Separation Request Worksheet

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- (2) If the employee was unable to obtain orders releasing him or her from service in the uniformed services before the expiration of the 5-year period, and the inability was not the employee's fault.
- (3) Service performed to fulfill:
 - (i) Periodic National Guard and Reserve training requirements as prescribed by 10 U.S.C. 10147 and 32 U.S.C. 502(a), 502(f)(2), and 503.
 - (ii) Additional training requirements determined and certified by a proper military authority as necessary for the employee's professional development, or to complete skill training or retraining.
- (4) Service performed in a uniformed service if the employee was ordered to or retained on active duty under one or more of the following:
 - (i) 10 U.S.C. 688 (involuntary active duty by a military retiree);
 - (ii) 10 U.S.C. 12301(a) (involuntary active duty in wartime);
 - (iii) 10 U.S.C. 12301(g) (retention on active duty while in captive status);
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 - (viii) 10 U.S.C. 12305 (involuntary retention on active duty of a critical person during time of crisis or other specific conditions);
 - (ix) 14 U.S.C. 331 (involuntary active duty by retired Coast Guard officer);
 - (x) 14 U.S.C. 332 (voluntary active duty by retired Coast Guard officer);
 - (xi) 14 U.S.C. 359 (involuntary active duty by retired Coast Guard enlisted member);
 - (xii) 14 U.S.C. 360 (voluntary active duty by retired Coast Guard enlisted member);
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 - (xiv) 14 U.S.C. 712 (involuntary active duty by Coast Guard Reserve member for natural or man-made disasters).
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- (7) Service performed in a uniformed service if the employee was ordered to active duty in support of a critical mission or requirement of the uniformed services as determined by the Secretary concerned.
- (8) Service performed:
 - (i) As a member of the National Guard if the employee was called to respond to an invasion, danger of invasion, rebellion, danger of rebellion, insurrection, or the inability of the President with regular forces to execute the laws of the United States.
 - (ii) To mitigate economic harm where the employee's employer is in violation of its employment or reemployment obligations to the employee.
- (9) Any other exceptions subsequently enacted into law: contact the Law department.