



August 18, 2020

RECEIVED

AUG 21 2020

Mr. Brian J. Wagner
President
National Association of Postal
Supervisors
1727 King Street, Suite 400
Alexandria, VA 22314-2753

Dear Brian,

This is in regards to my July 24 correspondence concerning changes to the Employee and Labor Relations Manual (ELM) Section 410, *Pay Administration Policy for Nonbargaining Unit Employees*.

The previous enclosure included changes to Section 434.6, *Out of Schedule Premium*. There are no changes to ELM Section 434.6. ELM Section 434.6 should not have been included among the enclosure rather than represent that there was an intent to delete it.

Enclosed is the updated changes to ELM 410.

Please contact me at extension 7773 if you have any questions concerning this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "B. Nicholson".

Bruce A. Nicholson
Manager
Labor Relations Policy Administration

Enclosure

4 Pay Administration

410 Pay Administration Policy for Nonbargaining Unit Employees

411 General

411.1 Scope

This subchapter establishes the conditions and procedures for setting salaries of Postal Service™ nonbargaining unit career and noncareer employees in supervisory, professional, technical, clerical, administrative, and managerial positions in the Pay Band (V) and Executive and Administrative Schedule (EAS) and applies to all employees except the following those:

- a. C~~Employees~~ covered by collective bargaining agreements (except when assigned to nonbargaining positions).
- b. A~~Employees~~ assigned to the Postal Career Executive Service (PCES).
- c. I~~Employees~~ in the Office of Inspector General.
- d. I~~Employees~~ in the Inspection Service designated as *law enforcement*.
- e. I~~Employees~~ in attorney positions in the office of the General Counsel.

411.2 Objectives

The principal objectives of Postal Service compensation policies are to provide the following:

- a. C~~To provide~~ compensation for Postal Service work comparable to compensation ~~—compensation~~ paid for comparable levels of work in the U.S. economy's private sector ~~of the U.S. economy~~.
- b. C~~To provide~~ compensation that will attract, motivate, and retain qualified and capable personnel.
- c. A~~To provide~~ adequate and reasonable differentials in rates of pay between employees in the clerk and carrier grades in the line work force and supervisory and ~~other~~ other managerial personnel.
- a-d. E~~To provide for~~ effective administration of salary expenditures.
- b-e. R~~To provide for~~ recognition of and reward for differences in individual ability and performance.
- e-f. U~~To provide~~ uniform methods for establishing and applying salary rates to ~~—to~~ employment, placement, promotion, and other changes in the status of employees employees' ~~the status of employees~~.

411.3 **Responsibility**411.31 **Assignment of Positions**

The chief Human Resources officer (CHRO) is responsible for determining the appropriate ~~Nonon-Bargaining~~ bargaining ~~Unit unit~~ Grade grade for ~~or~~ each position covered by ~~410. that 410-~~

Salary ranges are determined by Human Resources' Compensation & Benefits through market value research and consultations with management associations.

411.32 **Policy and Procedural Changes**

The CHRO directs the evaluation and development of recommendations concerning compensation policy and procedural ~~esal matters~~. Exceptions to ~~the~~ policies contained in this subchapter require approval by the CHRO's ~~s~~ or designee.

411.33 **Determination of Salaries**411.331 **Responsibility of Appointing Officer**

The appointing officer has the primary responsibility for setting salaries of employees in nonbargaining unit positions according to ~~the~~ policies contained in this subchapter.

411.332 **Approval Required**

In all cases, the appointing officer's superior must approve ~~the~~ salaries set by the appointing officer.

411.333 **Part-Time Postmaster Rates — Part-Time Post Office and Remotely Managed Post Office**

The Postal Service pays part-time ~~Postmasters~~ postmasters, ~~including, including~~ ~~(Part~~ ~~part Time time in part-time~~ Post Offices (PTPO) and ~~remotely~~ managed Post Offices (RMPO) at hourly rates for less than a 40-hour week (see Rate Schedule F).

412 **New Appointment**412.1 **Career Appointment**412.11 **Applicability**

This section applies to newly hired EAS employees only. For bargaining unit to EAS promotional rules, see 413.22.

412.12 **New Career Appointment**

A new employee hired into the EAS schedule is paid the minimum salary for the grade of the position to which hired. The appointing official has the flexibility to set the *starting* salary up to the midpoint of the grade. Further

- a. *Exceptional Qualifications.* If the person ~~the person an~~ ~~employee~~ has exceptional qualifications, the appointing official may request an exception to set the salary over ~~the~~ midpoint of the grade. Per current pay policy, the functional ~~vice~~ president must ~~approve~~ ~~approve~~ ~~the~~ ~~the~~ exception, ~~and~~ Human Resources' Headquarters Compensation & Benefits organization division at Headquarters is the

- b. *Supervision of Bargaining Unit Employees.* When an appointment is to an exempt EAS-15 through EAS-19 grade position that involves directly supervising two or more full-time equivalent bargaining unit employees, current supervisor differential adjustment (SDA) pay policies apply as described in Exhibit 412.12b.

~~c. policies will apply as described in Exhibit 412.12b.~~

Contents

Exhibit 412.12b
Position Groups Eligible for Supervisory Differential Adjustment Rate

Position Group	Minimum Salary is 5 Percent Above
Plant Maintenance	PS-10, step P
Vehicle Services	PS-8, step O
Postal Police	RSC Y, step 23
All Other Eligible EAS-15 to EAS-19	PS-6, step O

412.2 **Noncareer Appointment**

The Postal Service hires noncareer, nonbargaining employees in accordance with the provisions in 419.

413 **Promotion to Nonbargaining Unit Positions**

413.1 **Definition**

A *promotion* is the permanent assignment, with or without relocation, of an employee to the following:

- ~~(a.) A~~ an established position having a higher grade than the ~~—~~ position to which the employee was previously assigned in the same schedule, or
- b. A(b) a position with a higher than equivalent grade (see 418) in ~~another~~ another schedule.

Note: When an employee who has rate retention (see 415.3) is assigned to a different position, the assignment is not a promotion unless it is to a position with a grade or grade equivalent higher than the grade on which the rate retention was established.

413.2 **Promotion Increase**

413.21 **Nonbargaining Unit Employees**

The following applies to promotion increases for nonbargaining unit employees:

- a. Nonbargaining unit employees may receive promotion increases based on the distance percentage of the employee's current salary from the maximum of the new grade as follows:

(1) Factor #1:

Award this percentage...	If the employee's current salary is...
5 3 to 10	Greater than 20 percent from the maximum of the new grade .
3 4 to 8	10 to 20 percent from the maximum of the new grade.
3 to 5	Less than 10 percent from the maximum of the new grade.

(2) Factor #2:

Factor #2

In addition to the eligible promotional increases described in Factor #1, nonbargaining unit employees will automatically receive a percent increase for promotions that are 3 or more grades.

~~For grade for promotions that are 3 or more grades.
se position grade and grade position will an asmm percent#~~

Award this percentage...	If the employee's promotion equals...
3	3 grades.
5	4 or 5 grades.
8	6 or more grades.

For grade counting purposes, grades 18, and 43 (18B), as well as grades V-01, and V-02 are each counted as two separate grades. For example, an employee whose position is a grade EAS-24 and who is promoted to a grade V-02 will receive an additional 5-percent increase for moving up 4 grades.

If the increase to the minimum salary exceeds the 25-percent limit on promotional pay, then the employee is not eligible for Factor #2.

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For additional information, ~~use~~ see the ~~“you can find the Promotional Pay Calculator” Table tables on the under “Non-B-Bargaining Unit Pay” at “Pay Programs” on Human Resource’s Compensation Pay & Benefits’s~~ website.

- ~~b.~~ Management should consider the full applicable percent range ~~to in~~ determining the amount of a promotion increase, considering such factors ~~as the following:~~
- ~~— as:~~
- ~~(2)(1)~~ Responsibility and complexity of the job.
 - ~~a.(2)~~ Skill requirements.
 - (3) The employee’s experience, credentials, and salary history.
- ~~c.~~ The ~~following~~ conditions and exceptions ~~described below~~ apply to promotional increases:
- (1) An increase cannot result in a salary that is below the minimum or ~~exceeds~~ the maximum of the new grade.
 - (2) An increase of more than the eligible percent is given if necessary to bring the salary to the minimum of the new grade or the minimum salary rate for certain supervisory positions as described in ~~Exhibit 412.12b~~.
 - (3) There is a 25-percent limit on total promotional ~~pay percentage pay~~ increases within a 52-week period.
 - ~~(2)(4)~~ ~~The employee is not eligible for Factor #2 if an increase of 25 percent or more is necessary to bring the employee’s salary to the minimum of the new grade or the minimum salary rate for certain supervisory positions as described in Exhibit 412.12b, the employee is NOT eligible for Factor #2, an additional percent increase for promotions that are 3 or more grades.~~
 - (3) If an employee is promoted more than once within 52 weeks, the total promotional increases

t grades 15 through 19 that require supervising two or more full-time equivalent bargaining unit employees, the amount of the increase must result in a salary that is no less than the minimum salary rate for those employees promoted to positions as described in [Exhibit 412.12b](#).

(413)-

~~413.234~~413.22 **Bargaining Unit Employees**

Bargaining unit employees permanently assigned to a higher equivalent grade in the nonbargaining unit schedule receive a salary adjustment of 5 percent of their basic salary subject to the following:

- a. An increase cannot result in a salary that exceeds the maximum of the new grade.
- b. An increase of more than 5 percent is given if necessary to bring the employee's salary to the minimum of the new grade or the minimum salary for certain supervisory positions as described in [Exhibit 412.12b](#).

Continued

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413.3 **Position Upgrade**

When an employee's position is upgraded through the Workload Credit or job evaluation process, a 2-percent basic salary increase is provided. The increase is adjusted higher if necessary to bring the salary to the minimum of the new grade or the minimum salary for certain supervisory positions as described in [Exhibit 412.12b](#).

The increase is adjusted lower if necessary, to keep the salary from exceeding the maximum of the higher grade.

413.8413.4 Part-Time Postmasters (PTPO and RMPO)

When a ~~Postmaster~~ postmaster in a PTPO or RMPO Post Office is promoted to a position in a grade higher than the PTPO or RMPO ~~Postmaster~~ postmaster grade, the following occurs to the ~~Postmaster's~~ postmaster's hourly rate:

- a. It is converted to the full-time annual salary equivalent to that hourly rate (hourly rate x 2,080).
- b. ~~The promotional increase is then further adjusted in accordance with the promotional pay rules in. Then it is further adjusted in accordance with the promotion procedures in 413.21, Factor #1 only, which is based on the percentage that the employee's salary is from the new position maximum. -NoteOTE:- Factor #2 does NOT apply. - for Factor #1 only. For additional information, see the "the Part-time Postmaster pPromotional pPay cCalculator tTable for (Ppart-Ttime Ppostmasters ((PTPO and RMPOPostmasters))" under Non-Bargaining Unit Pay at Pay Programs on Human Resources' Non-bargainingPay & Benefits website.~~
- c. For promotions from PTPO or RMPO Postmaster grade to FLSA Exempt EAS-15 to EAS-19 that require supervising two or more full-time equivalent bargaining unit employees, employees are instead given a Supervisory Differential Adjustment (SDA), as described in 413.24d21c(5). The amount of the increase must result in a salary that is no less than the minimum SDA salary rate.

e. —

414 Reassignment

414.1 Reassignment to Nonbargaining Unit Positions

414.11 Definition

A reassignment to a nonbargaining unit position is the permanent change, with or without relocation, of an employee to an established EAS position from a position with the same or equivalent grade. (For changes between pay schedules, see [Exhibit 418](#).)

414.12 Rate Adjustment

414.121 Nonbargaining Unit Employees

An EAS employee's salary is not changed as a result of reassignment within the EAS schedule except when the employee is reassigned to an exempt EAS-15 through EAS-19 position that involves directly supervising two or more full-time equivalent bargaining unit employees. In this case, the employee's salary must be no less than the supervisory differential adjustment (SDA) rate, as described in [Exhibit 412.12b](#).

414.122 Bargaining Unit Employees

Bargaining unit employees reassigned to nonbargaining unit positions continue to receive their former basic salary provided that it is not below the

minimum or above the maximum for the new position

If the ~~person-employee~~ is reassigned to an EAS-19 or below position and has served 52 weeks or more in the bargaining unit position since the last step, promotion, or other equivalent increase, the ~~employee's~~ salary is advanced by 3 percent, provided all of the following ~~—provided all of the following—~~ conditions are met:

- a. ~~The employee has not received a~~An equivalent increase (one equal to the most prevalent step in the salary schedule for the former ~~salary schedule for the former~~ position) ~~is not received~~ at the time of the reassignment. ~~the reassignment.~~
- b. The employee has satisfactory service.
- c. The new salary is below the new maximum.

414.2 Reassignment to Bargaining Unit Positions

414.21 Definition

A reassignment from a nonbargaining unit position to a bargaining unit position is the permanent change, with or without relocation, of a nonbargaining unit employee to an established bargaining unit position with an equivalent grade (see [Exhibit 418](#)).

414.22 **Rate Adjustment**414.221 **Former Bargaining Unit Service in an Equivalent Grade**

If the employee has performed prior service in an equivalent bargaining unit grade, the step and next step date are determined as if service had been continuous in the equivalent bargaining unit grade.

Note: Reassignment to PS Schedule 2 must include service the employee would have had in PS Schedule 1 before conversion to PS Schedule 2.

414.222 **No Former Bargaining Unit Service in an Equivalent Grade**

If the employee has never performed prior service in an equivalent bargaining unit grade, the step is determined by moving the nonbargaining unit salary to the equivalent grade in the bargaining unit pay schedule. If the current salary falls between two steps, the higher step is assigned. To establish the next step date, creditable service is allowed since the last nonbargaining unit pay for P-performance increase or salary adjustment (see 416). The provisions contained in 422.124c(4) also apply.

Note: If the employee's nonbargaining salary exceeds the amount associated with the top step in the bargaining unit schedule, the employee is placed at the top step.
~~employee is placed at the top step.~~

415 **Rate Retention and Change to Lower Nonbargaining Unit Grade**415.1 **Rate Retention Types**415.11 **Saved Grade**

Under *saved grade*, an employee assigned to a lower grade is treated as being in the higher grade for pay increases and benefit purposes during the saved grade period. During this period of saved grade, employees should apply for positions at their respective saved-grade levels to allow them to return to their previous grade and level of responsibility. Nonbargaining unit employees, except for those assigned to lower grades during RIF-related periods (see 415.21), may be granted saved grade only in accordance with the terms and conditions issued for special situations by the vice president, Employee Resource Management (ERM).

415.12 **Saved Salary**

Saved salary provides that an employee assigned to a lower grade position whose higher grade salary does not fall within the salary range of the lower grade has this higher grade salary continued (saved). For as long as the saved salary is higher than the maximum salary of the lower grade position, the employee may receive pay for P-performance lump sums (see 416) based on the policies applicable to employees at or above their salary range maximum. The saved salary is continued in accordance with postal policy or until it is terminated as specified in 415.4.

415.2 Changes to Lower Grade

415.21 Change to Lower Grade ~~During~~ ~~during~~ a RIF Avoidance Period, Specific RIF Notice Period, RIF-Related 30-Day Nonduty, Nonpay Status Period, or a RIF

Nonbargaining employees who are changed to a lower grade career nonbargaining position during RIF-related periods — RIF avoidance; specific RIF notice; 30-day nonduty, nonpay status; and RIF — retain their current grade and pay for a period not to exceed 2 years from the effective date of the change to the lower grade position.

On expiration of the saved grade period, they are automatically reduced to the grade of their current position. If upon expiration of the saved grade period the employee's salary is within the salary range for the lower grade, the salary is continued.

However, if the salary exceeds the maximum of the new grade, the salary is immediately reduced to the grade maximum. This applies to the following:

- a. Changes to lower grade positions within the EAS pay schedule.
- b. When changes occur within or between other nonbargaining pay schedules. ~~(For more information, see 354.2-).~~

415.22 Voluntary Change to Lower Grade

An employee who voluntarily changes to a lower grade position is reduced to the lower grade immediately. ~~But the salary remains the same as that in the higher grade position, provided it is not above the maximum in the lower position's salary range.~~

The salary cannot be set above the maximum for the new grade or above ~~new grade or above~~ the employee's salary immediately before the change. If the employee has a form of rate retention, it is terminated (see 415.4).

However, if an employee was promoted to his or her current position less than one (1) year before the request for voluntary change to lower grade, the employee's salary will be reduced by the dollar amount of the promotion.

~~If an employee was promoted to his or her current position less than one (1) year before the request for voluntary change to lower grade, the employee's salary will be reduced by the dollar amount of the promotion. Should the employee subsequently be repromoted within one (1) year of the original promotion, the employee's salary and grade before the promotion would will be used as the basis to determine the promotional increase to the new position.~~

If an employee voluntarily reassigns to a lower grade more than one (1) year after a promotion, the employee's salary is placed in the salary range or moved to the maximum of the lower grade. The employee is not eligible for a promotional increase up to the previous level until after one year. Within the one-year period after the downgrade, if the employee is subsequently promoted to a higher grade, the promotional pay increase eligibility will be determined based on the highest grade held within the prior 12-month period of the downgrade.

415.23 **Position Reclassified to a Lower Grade**

When a position is reclassified to a lower grade, the employee is reduced to this grade immediately. The employee's salary is handled in one of two ways:

- a. If the employee's salary is *within* the salary range for the lower grade, the salary is continued and there is no saved salary.
- b. If the employee's salary *exceeds* the maximum salary of the lower grade, saved salary is granted for a period not to exceed 2 years. At the end of the 2-year period, if the salary exceeds the maximum of the new grade, the salary is reduced immediately to the grade maximum.

Any management-initiated involuntary change to a lower grade must be effected according to the grievance and appeals procedures in [650](#).

In cases ~~where when~~ full-time ~~p~~Postmaster positions are reclassified to part-time positions for 104 weeks, the ~~Postmaster~~ postmaster receives an hourly rate that produces the annual salary in effect before the change (full-time annual salary divided by the annual service hours for the part-time ~~salary divided by the annual service hours for the part time~~ position). At the end of 104 weeks, the affected ~~Postmaster's~~ postmaster's hourly rate is reduced to the maximum hourly rate for the RMPO or PTPO (RSC F) salary schedule.

415.24 **Management-Initiated Action ~~Where-When~~ Employee Voluntarily Accepts a Lower Grade Nonbargaining Unit Position**

In cases of management-initiated action or in cases in which management determines that it is in the mutual interest of both the employee and the Postal Service, and ~~an the~~ employee voluntarily accepts a lower grade nonbargaining unit position, the employee must be placed in a position that he or she is qualified to perform, and as near to the grade of his or her original position as possible. Saved salary (see [415.12](#)) is applicable in such actions for a period not to exceed 2 years. At the end of the 2-year period, the employee's salary is reduced immediately to the maximum of the lower grade position.

415.25 **Refusal of a Reasonable Assignment to a Higher Grade Position ~~During~~ during a Rate Retention Period**

~~A~~An employee in a lower grade position with rate retention, who refuses a reasonable assignment to a higher grade position is reduced immediately to the lower grade, and the ~~employee's~~ salary is reduced by the dollar amount ~~of the most~~ recent promotion or upgrade received.

415.26 **Change to Lower Level Due to Demotion for Cause**

An employee who is changed to a lower grade position because of a demotion for cause is reduced immediately to the lower grade, and the salary is reduced by 10 percent or placed at the maximum of the lower grade, whichever is lower.

415.3 **Rate Retention Effect on Promotion**

If an employee with rate retention is assigned to a different position, there is no promotional pay raise unless the assignment is to a position with a grade that is higher than the grade on which the retained rate was established. Pay adjustments are made as follows:

- a. If the employee is assigned to a position with a grade *equal to or lower than* the grade on which the retained rate was established, the employee is placed at a salary in the new grade equal to the existing salary, and the retained rate continues until terminated in accordance with [415.4](#).
- b. If the employee is assigned to a position with a grade *higher than* the grade on which the retained rate was established, the retained rate is terminated, and the employee is eligible for a promotional increase to base pay.

415.4 **Termination of Salary Retention**

415.41 **Reason for Terminating**

A saved grade, retained rate, or both, ceases at the beginning of the pay period following a determination that the employee is no longer entitled to saved grade, rate retention, or both, for any one of the following reasons:

- a. A break in service of one workday or more.
- b. A demotion or employee-initiated change to a lower grade position.

- c. A promotion or assignment change to a rate in a grade or range equal to or above the saved grade, retained rate, or both.
- d. A change in the employee's compensation ~~of the employee~~, for any reason, to a rate equal to or higher than the retained rate.
- e. The employee refuses a reasonable assignment to a higher grade position.
- f. A change from nonbargaining unit to a bargaining unit schedule.
~~–Note: Item Under 415.41f, USPS terminates nonbargaining unit saved grade, saved salary, or both. However, an eligible employee may continue to receive rate retention subject to bargaining unit rules.~~
- ~~g. Note: Item 415.41f terminates nonbargaining unit saved grade, saved salary, or both; however, an eligible employee may continue to receive rate retention subject to bargaining unit rules.~~

416 Pay for Performance Program

416.1 Policy

EAS employees are eligible for an annual Pay for Performance (PFP) salary increase and/or lump-sum payment based on a fiscal year performance evaluation. The Postal Service conducts these evaluations in accordance with established performance appraisal instructions. PFP adjustments are made in accordance with guidelines issued annually.

The Postal Service automatically calculates All PFP pay actions ~~will be calculated automatically~~ based on salary information available from the corporate payroll system and performance ratings provided under the Wweb-based Performance Evaluation System (PES). ~~Deadlines are published at the end of the fiscal year for completing employee accomplishments in PES.~~

See “Pay for Performance” on ~~Additional information on the PFP Pay Rules and the performance evaluation system and process can be found on the Postal Service Human Resources website (<https://blue.usps.gov/hr/>) under Pay and Performance~~ for additional information on PFP pay rules and the performance evaluation system and process.

416.2 Management Association Officials Eligibility Requirements

Employees who are placed on leave without pay (LWOP) to devote full-time service as elected national officers of a recognized management association are eligible to have their salary of record adjusted to reflect annual PFP increases as if they were continuing in a pay status. The effective date of an employee's adjustment is the same as it would be if the employee were in a pay status. The amount of such an adjustment is determined as follows:

- a. The percentage increase is equal to the National Performance Assessment score (national rating).
- b. The adjusted salary may not exceed the maximum of the range for the employee's grade.
- c. The employee is not eligible for a PFP lump sum.

416.3 **Simultaneous Personnel Actions**

When a PFP increase and another personnel action are effective on the same date, the PFP increase is granted first.

417 **Temporary Assignment to Nonbargaining Unit Positions (Career Employees)**

417.1 **Definitions**

417.11 **Temporary Assignment**

A *temporary assignment* is the placement of a career employee in another established position which is vacant, or from which the incumbent is absent from duty, to perform duties and responsibilities other than those specifically set forth in the employee's position description, when the employee is not awarded the position on a regular basis.

417.12 Pay Schedule and Premiums

The salary of a career employee who is temporarily assigned to an EAS position is based on the career EAS schedule. However, employees continue to receive pay premiums applicable to their permanently assigned positions while temporarily assigned to EAS positions.

An FLSA-exempt employee who has been temporarily assigned to perform in an FLSA-nonexempt work position for more than 50 percent of the work hours for the week may be eligible for FLSA overtime for hours actually worked over 40 in that FLSA workweek. (See [417.2 to for determination of the FLSA status of an employee temporarily assigned to an EAS position.](#))

417.2 Assigning FLSA Status

It is the policy of the Postal Service that an employee performing work in a position with a different FLSA classification will be classified for FLSA pay purposes as follows:

- a. For an FLSA-exempt employee temporarily assigned to an FLSA-nonexempt position:
 - (1) For the first full pay period of the temporary assignment, the employee's FLSA status remains exempt.
 - (2) For all pay periods beginning after the first full pay period, the employee's FLSA status is changed to nonexempt, and the employee is eligible for FLSA overtime compensation.

Note: PS Form 50, *Notification of Personnel Action*, must be issued when the employee's FLSA status changes to and from FLSA nonexempt status.
- b. An employee whose position of record is nonexempt will not be reclassified as FLSA exempt when temporarily assigned to a position that is classified as FLSA exempt, regardless of the length of the temporary assignment.

417.3 Rates of Pay

417.31 Lower Grade

Employees who are temporarily assigned to perform duties of a lower grade continue to receive their existing basic salaries. (See [417.2, Assigning FLSA Status.](#))

417.32 Same or Equivalent Grade

Employees who are temporarily assigned to perform duties of the same grade or of an equivalent grade (see [418](#)) continue to receive their existing basic salaries (see [417.2](#)).

417.33 Higher Grade

417.331 General Requirement

A career employee who is temporarily assigned to a higher grade position must be assigned the primary or *core* duties and be directed to assume the major responsibilities of the higher grade position to be eligible for higher level pay under the conditions of this section.

417.332 Employees ~~With~~-with Rate Retention

When an employee who has rate retention is assigned to a different position, it is not considered a higher level assignment unless that position is at a grade higher than the grade on which the rate retention was established.

417.333 Higher Level Pay Eligibility

An employee whose temporary assignment meets the conditions described in [417.334](#) is eligible for higher level pay when temporarily assigned to an authorized established EAS position in a higher grade than that of the position to which permanently assigned, *except* as follows:

- a. Employees temporarily assigned to PCES positions.
- b. Employees in developmental programs for which management instructions provide that participants do not receive higher level pay.

417.334 Higher Level Pay Conditions

Conditions for higher level pay are as follows:

- a. *EAS Employees.* Higher level pay is authorized — via approved PS Form 1723, *Assignment Order* — to eligible EAS employees during each temporary assignment to higher level EAS positions in Headquarters, Headquarters-related units, area offices, and field installations for all such service beginning after 5 consecutive workdays, excluding breaks for normal days off, and continuing for the duration of the assignment. In situations ~~where~~-when an employee is assigned from one higher level assignment to another higher level assignment, a new 5-day waiting period is not required. Different employees are not to be assigned consecutively to the same vacancy solely to avoid the higher level pay requirements.
- b. *Bargaining Unit Employees.* Bargaining unit employees, both career and eligible non-career, are authorized higher level pay — via approved PS Form 1723 — for all time worked on higher level assignments. They receive certain bargaining unit pay premiums according to their bargaining unit agreement when temporarily assigned to a nonbargaining position. However, they are not also eligible for supervisory differential adjustment (SDA) or the Pay for Performance Program.

417.335 Payment Amount

Higher level pay is calculated as follows:

- a. *To or Within the EAS Schedule, Except Rural Carriers.* The employee receives a salary increase equal to 5 percent of the employee's actual salary or the minimum salary for the higher grade, whichever is greater. Total higher level compensation may not exceed the maximum salary rate of the higher level position in which such service is performed, or the employee's existing salary if above the maximum of the range for the higher grade.
- b. *From Rural Carrier to Nonbargaining Unit Schedule.* A rural carrier is paid based on the assigned route's evaluation for the first 30 days of a temporary higher level assignment. At the beginning of the pay period following this 30-day period, the carrier's salary is converted to that of

a 40-hour route, attained step. The salary is then adjusted in accordance with [417.335a](#).

417.336 **Payment Factors**

Payment factors for nonbargaining employees include:

- a. *Holiday Pay.* An employee receives holiday leave pay for the holiday at the rate of the higher level position, provided the employee received the higher level pay for both the full workday preceding the holiday and the full workday following the holiday. If the employee works in the higher level position on a holiday, he or she is paid at the rate of the higher level position for work in the higher level position on a holiday.
- b. *Annual, Sick, Holiday, or Other Paid Leave During-during Higher Level Service.* The following applies:
 - (1) Except as provided in (2) below, when full-time employees are absent on approved annual, sick, or other paid leave falling within a period of temporary assignment to a higher level position, they receive leave pay at the rate for the higher level position provided they receive higher level pay for both the full workday immediately preceding and the full workday immediately following the period of absence.
 - (2) If a second person is assigned to replace the absent employee, the original temporary higher level assignment is canceled and the absent employee has no entitlement to higher level pay for the parts of the leave period during which he or she is replaced.
- c. *Assigning FLSA Status.* See [417.2](#).

417.4 **Officer in Charge**

417.41 **Definition**

The assignment to be an *officer in charge* (OIC) is the temporary assignment of an employee to act as postmaster during which the accountability of postmaster is transferred to the employee.

417.42 **Basis for Rate of Pay**

The salary of a career employee temporarily assigned to a Post Office as OIC is based on the grade of the Post Office to which he or she is assigned and is determined in accordance with the provisions of [417.3](#). The salary of a noncareer employee assigned to a Post Office as OIC is set in accordance with [419.2](#).

* * * * *

(Above series of asterisks indicates omitted text. Section 418 is not included in this draft or text.)

~~418~~ **Assignment to a Different Salary Schedule — Equivalent Grades**

~~When an employee is reassigned, reduced in grade, promoted, or otherwise permanently or temporarily changed to a position in another salary schedule, see Exhibit 418 for grades that are equivalent for pay purposes. This chart determines the appropriate Nature of Action (NOA) triggered when processing a PS Form 50, *Notification of Personnel Action*. Special salary handling during an involuntary reduction in grade involving bargaining unit employees is performed in accordance with the applicable collective bargaining agreement.~~

Exhibit 418

Equivalent Grades

	C—Mail Equipment Shops & Material Distribution	E—EAS	V—Pay Band	U—Attorney	F—PIPO/RMPO	G—Postal Nurses	K—Operating Services	M—Mail Handlers	N—Information-Technology-Accounting Service	P—Postal Service	Q—City Carriers	R—Rural Carriers	T—Tool & Die Shop	Y—Postal Police Officers
-	14	-	-	-	-	-	-	-	-	-	-	-	-	-
-	5	-	-	-	A E	-	-	-	-	-	-	-	-	-
-	6	-	-	-	-	-	-	-	-	-	-	-	-	-
-	7	-	-	-	-	-	-	-	-	-	-	-	-	-
-	8	-	-	-	-	-	-	-	-	-	-	-	-	-
-	9	-	-	-	-	-	-	-	-	-	-	-	-	-
3	-	-	-	-	-	-	3	-	-	3	-	-	-	-
4	10	-	-	-	-	-	4	4	6,7,8	4	-	-	4	-
5	11	-	-	-	-	X*	5	5	9,10	5	-	X*	-	-
6	12	-	-	-	-	-	6	6	11,12	6	1	-	6	X*
7	-	-	-	-	-	-	7	-	13	7	2	-	7	-
8	13	-	-	-	-	-	8	-	14	8	-	-	8	-
9	14	-	-	-	-	-	9	-	15	9	-	-	9	-
-	15	-	-	-	-	-	-	-	16	-	-	-	-	-
-	16	-	-	-	-	-	-	-	17	-	-	-	11	-
10	-	-	-	-	-	-	10	-	18	10	-	-	-	-
-	-	-	-	-	-	-	-	-	19	11	-	-	-	-
-	17	-	-	-	-	-	-	-	20	-	-	-	-	-
-	18	-	-	-	-	-	-	-	21	-	-	-	-	-
-	19	-	-	-	-	-	-	-	22	-	-	-	-	-
-	20	-	-	-	-	-	-	-	23	-	-	-	-	-
-	21	-	-	-	-	-	-	-	-	-	-	-	-	-
-	22	-	-	-	-	-	-	-	-	-	-	-	-	-
-	23	-	-	-	-	-	-	-	-	-	-	-	-	-
-	24	-	-	-	-	-	-	-	-	-	-	-	-	-
-	25	-	-	X*	-	-	-	-	-	-	-	-	-	-
-	26	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	01	-	-	-	-	-	-	-	-	-	-	-	-
-	-	02	-	-	-	-	-	-	-	-	-	-	-	-

*X signifies a single level schedule.

EQUIVALENT GRADE DETERMINATION — To use the chart:

Step 1. In the horizontal list at the top, locate the salary schedule and grade of the employee's position before the change action.

Step 2. Cross over to the salary schedule into which the employee is being assigned.

Step 3. Determine the nature of the placement action from the following:

If the new grade is... Then the placement action is...

On the same line as the previous grade — Lateral reassignment to an equivalent grade.

On a lower line than the previous grade — Promotion.

On a higher line than the previous grade — Reduction in grade (change to lower level).

The number of lines on the chart between the old grade and the new grade is considered to be the number of grades changed for the purpose of calculating promotions or reductions in grade.

419 Supplemental ~~EAS~~ Noncareer Workforce

419.1 Casual Employee

Casual employees are nonbargaining unit, noncareer employees with limited-term appointments. These employees are employed as a supplemental workforce, as described in collective bargaining agreements, to perform duties assigned to bargaining unit positions. ~~Postal Service eliminated the USPS employs c employees ass only~~

419.2 Nonbargaining Temporary Employees

419.21 Definition

Nonbargaining temporary employees, ~~including officers in charge (OICs)~~ appointed from outside the Postal Service, are nonbargaining unit, noncareer employees who perform duties assigned to nonbargaining unit positions.

419.22 Salary Grades

Temporary employees ~~hired as OICs~~ are paid in accordance with the ~~EAS Temporary Schedule, Officers in Charge schedule~~. Prior to hiring a temporary employee for other positions, the installation head or other appointing official should carefully assess operational needs of the office and determine the EAS grade for the types of work to be performed. Based on this determination, the temporary employee is hired at the minimum salary for that grade. The full-time salary is divided by 2,080 to determine the appropriate hourly rate.

419.3 Postmaster Relief/Leave Replacements

419.31 Definition

A Postmaster Relief/Leave Replacement (PMR) is a noncareer hourly rate employee who performs as a relief or leave replacement during the absence of a ~~p~~Postmaster in a Part-Time Post Office (PTPO), or as assigned to a 2-Hour ~~hour our~~ Remotely ~~emotely~~Managed ~~anaged~~ Post Office (RMPO).

419.32 Salary Grades

The Postal Service ~~pays PMRs in accordance with the employs PMRs Postmaster Relief/Leave Replacement salary schedule, available under non-career salary schedules on "Non-Bargaining Unit Pay" at "Pay Programs" on Human Resources' Pay & Benefits found on HQ Compensation's website~~