



HUMAN RESOURCES

3.2 Classification and Compensation

POSITION CLASSIFICATION

- A. **General:** This section establishes USMS policy and procedures pertaining to the classification of positions under the general schedule (GS). It applies only to GS 1-15 positions, not SES or senior level positions.
- B. **Policy:** The policy of the USMS is to follow the principle of equal pay for work of equal value. Therefore, all employees should be assigned to adequately described positions that are properly classified in accordance with Office of Personnel Management (OPM) classification standards and guides.
- C. **Responsibilities**
1. **Department of Justice (DOJ):** provides general policy, leadership and guidance regarding the USMS position classification system. DOJ provides general oversight of the classification program (e.g., adjudication of classification appeals and during personnel management evaluations).
 2. **Human Resources Division:** formulates, recommends and implements service-wide policy on position classification. It also develops, coordinates, evaluates and administers the classification program. These responsibilities include classifying positions and assisting managers and supervisors with classification and position management.
 3. **Managers and Supervisors:** ensure that all position descriptions are accurate in terms of assigned and performed duties and responsibilities, that employees have a copy of their position descriptions, and that necessary classification actions are initiated promptly when duties change.
 4. **Employees**
 - a. Employees should notify their supervisors of discrepancies between duty assignments and the major duties described in the official position descriptions. If the supervisor agrees that material differences exist, he or she should arrange for the description to be amended to bring it up to date or assign the employee the duties and responsibilities reflected in the position description.
 - b. If an employee believes there are discrepancies in the official position description that cannot be resolved through the supervisor, he or she may request a desk audit.
- D. **Definitions**
1. **Position Description:** A written record of the major duties assigned to a position; supervisory controls; knowledge, skill and ability requirements; significant tasks performed and end products. The description should be detailed enough so that job-related placement factors can be determined.
 2. **Position Management:** The process by which work is organized and assigned among positions in a manner that will serve mission needs most effectively, efficiently, and economically. This includes achieving a proper balance among skills availability, position ceiling, fund limitations, sound human resource utilization, efficiency and economy, mission requirements and matters of

public policy.

3. **Classification Standards and Guides:** Standards and guides are developed and published by the Office of Personnel Management. They define occupational groups, series and grades, explain significant factors used to evaluate positions and define work characteristics of various grade levels. The standards and guides are used by classifiers to determine the proper title, series, pay plan and grade of a position, based on the duties and responsibilities performed in the position.

E. **Maintenance and Records:** The Human Resources Division maintains OPM classification standards, official position descriptions and all necessary documentation relating to position classifications. The original position description is the official description, and copies are provided to the incumbent of each position and to the immediate supervisor.

F. **Writing Position Descriptions**

Request for Classification Action: A formal classification action is requested by submitting the SF-52 *Request for Personnel Action* to the Human Resources Division. When requesting a classification action, duties must be submitted with the SF-52.

HIGHEST PREVIOUS PAY

- A. **General:** This policy is issued under the authority of 5 USC 5334, 5 CFR 531.202, 203, and DOJ Order 1200.1. Pertinent sections of DOJ Order 1200.1 are restated.

The provisions of this section apply to the application of the highest previous rate rule under 5 USC 5334 to position or appointment changes when employees are re-employed, transferred, reassigned, promoted or demoted to general schedule positions within the USMS.

Within the USMS, the salary rate of a general schedule employee may be set at a level above the minimum required by law or regulation when permissible by law, consistent with the provisions of DOJ Order 1200.1, and in the interest of the USMS.

Before a determination is made to apply the highest previous rate rule, the USMS will consider the impact on the employees in an organization who have equal or superior proficiency or qualifications and who serve in identical or similar positions.

B. **Setting Pay**

1. **Determination of the Highest Previous Rate:** The rate of basic pay of an employee placed in a general schedule position by means other than a new appointment may be set at a rate of the grade that does not exceed the employee's highest previous rate. An employee's highest previous rate is based on a regular tour of duty at that rate under an appointment not limited to a maximum of 90 days, or for a continuous period of not less than 90 days under one or more appointments without a break in service. But it may not be based on a rate received as an expert or consultant or (without the prior approval of the Office of Personnel Management) on a special rate of basic pay established under 5 USC 5303.
2. **New Appointments:** A new Deputy U.S. Marshal with prior federal service outside the USMS may be paid at his or her highest previous rate up to GS-7, step 10. A new administrative employee in the field or headquarters with prior federal service may be paid his or her highest previous rate up to the 10th step of the grade level at which they are entering the USMS.
3. **Reinstatements:** Former GS-5, 7, 9, 11 or 12 Deputy U.S. Marshals, Supervisory Deputy U.S. Marshals GS-13, Assistant Chief, GS-14, and Chief Deputy U.S. Marshals GS-14 or 15 are eligible to be considered for the highest previous rate rule.
4. **Change to Lower Grade**

- a. U.S. Marshals will have their rate of basic pay set in accordance with statute and regulation.
 - b. When an individual accepts a change to a lower grade with the probability of being re-promoted to (a) the former grade, (b) an intervening grade as soon as possible under the merit promotion plan or (c) a career-ladder position, the individual's pay shall be set at a rate in the lower grade, which, upon re-promotion, will place the person in a rate in the higher grade which they would have attained had he or she remained in the higher grade, except as provided for in 5 CFR 536.104.
5. **Determining Highest Rate:** Within the USMS the highest previous rate for an employee will be determined as follows:
- a. Compare the employee's highest previous rate (expressed as an annual rate) with the rates of basic pay in effect at the time the highest previous rate was earned for the grade in which the pay is currently being earned.
 - b. Identify the lowest step of the grade in which pay is currently being fixed for which the rate of basic pay was equal to or greater than the employee's highest previous rate at the time the highest previous rate was earned.
 - c. Identify the current rate of basic pay for the step identified above. This rate is the maximum rate of basic pay that may be paid to the employee.
6. **Department of Justice, Order 1200.1, Chapter 2-2: Highest Previous Rate**

SPECIAL PAY

- A. **General:** Premium pay is the term used here to cover the various payments made to employees for overtime work, night work, and work on Sundays and holidays. (Law Enforcement Availability is also premium pay.)
1. **Policy:** It is the policy of the USMS that all overtime hours must be essential to the accomplishment of the USMS mission and will be compensated at the appropriate rate of pay.
 2. **Authority:** 5 USC 5542-57 5 CFR 550, 551 and DOJ Order 1200.1.
- B. **Overtime Entitlements:** The two major authorities under which employees earn overtime entitlements are 5 USC and the Fair Labor Standards Act (FLSA). Determinations as to overtime entitlements will be made in accordance with the guidance set forth here and the authorities cited above. Whenever an entitlement is questionable or borderline, the case should be referred to the Human Resources Division for final determination.
- C. **Definitions**
1. **Administrative, Professional and Executive Employees:** These terms are defined in 5 CFR 551.
 2. **Administrative Workweek:** a period of seven consecutive days designated in advance by the head of the agency. Within the USMS, the administrative workweek is Sunday through Saturday. see 5 CFR 610
 3. **Holiday Work:** non-overtime work performed by an employee during a regularly scheduled daily tour of duty on a holiday. 5 CFR 550
 4. **Irregular or Occasional Overtime Work:** overtime work that is not part of an employee's regularly scheduled administrative workweek. 5 CFR 550

5. **Night Work:** regularly scheduled work performed by an employee between 6 p.m. and 6 a.m. It includes any night work performed as part of the employee's regularly scheduled administrative workweek. 5 CFR 550
6. **Overtime Pay:** payment to employees for officially ordered or approved work exceeding eight hours a day or 40 hours a week. 5 CFR 550.111
7. **Overtime Work:** work that meets either of the definitions set forth below. The term includes both irregular or occasional overtime work and regular overtime work.
 - a. Work lasting more than eight hours a day or 40 hours in an administrative workweek that an employee performs on official orders. 5 CFR 550.111
 - b. When pertaining to employees whose basic pay rate exceeds the minimum rate of the GS-10 level or who are engaged in professional, technical, engineering or scientific activities, work lasting more than 40 hours in an administrative workweek that an employee performs on official orders.
8. **Regular Overtime Work:** overtime work that is part of an employee's regularly scheduled administrative workweek.
9. **Regularly Scheduled Work:** work that is scheduled ahead of an administrative workweek under an agency's procedures for establishing workweeks.
10. **Regular Working Hours:** Under the FLSA, this refers to the hours and days an employee is normally scheduled to be on duty.
11. **Suffered or Permitted Work:** any work performed by an employee for the benefit of the agency, whether requested or not, provided the employee's supervisor knows or believes that the work is being performed and has an opportunity to prevent it from being performed. 5 CFR 551.104
12. **Sunday Work:** non-overtime work an employee performs during a regularly scheduled daily tour of duty that includes Sunday. 5 CFR 550
13. **Tour of Duty:** Normally, the hours in and days of an administrative workweek that constitute the employee's regularly scheduled workweek. Under the FLSA, however, the tours of duty of employees engaged in fire protection or law enforcement activities include all time the employees are on duty.
14. **Workday:** Under the FLSA, it is defined as the period between when employees begin their principal activities and the cessation of those activities. The workday is not limited to a calendar day. 5 CFR 551.411

D. Overtime Work

1. **Planning and Scheduling:** Insofar as possible, supervisors should plan and schedule work assignments so that they can be completed within an employee's regular tour of duty.
2. **Documentation:** Normally, overtime assignments must be requested and approved in writing; however, approved tours of duty that include overtime during a given pay period suffice as documentation for regularly scheduled overtime work. Copies of the approved request for overtime should be provided to the employee's time and attendance clerk and the individual responsible for controlling the district's or division's expenditures.
3. **Continuance of Work:** Overtime requests must be submitted in advance to afford the authorizing official the opportunity to consider alternatives. For Headquarters overtime requests must be submitted in advance using the form USM-388.

E. Compensatory Time

1. **U.S. Marshals:** Normally, Marshals will not receive compensatory time off for overtime work. In

the rare cases where a Marshal is required to perform law enforcement overtime work of an emergency or extraordinary nature, compensatory time off may be appropriate. If so, a Marshal will request advance approval from the Deputy Director or Director to work overtime. Without exception, the request and approval must be in writing.

2. The following guidelines apply concerning compensatory time:
 - a. Employees who are exempt from the FLSA may receive compensatory time off for every hour of overtime work that was ordered, approved and performed.
 - b. Employees who are covered by the FLSA (i.e., not exempt) must receive overtime pay for overtime work unless they request compensatory time off instead.
 - c. Generally, the USMS does not authorize compensatory time for deputies GS-5 through GS-9 or for other FLSA nonexempt employees.
3. **Time Limit on Entitlement:** An employee who fails to use compensatory time by the end of the leave year following the one in which it is earned will lose both the time off and overtime pay unless he or she submitted a request for, and was denied, compensatory time off. Both the request and the denial must be put on an SF-71, which is signed and dated by the employee and approving official.
 - a. When compensatory time off has been denied, the employee will receive overtime pay if he or she is unable to use the time at a later date within the period during which such leave must be used.
 - b. An employee who has been denied compensatory time off may submit a subsequent request to use the leave during the time frame within which it must be used.

F. Time Spent in Travel: Insofar as practicable, travel during non duty hours shall not be required of an employee. 5 CFR 610.123

1. **During Regular Working Hours:** Time spent in travel during regular working hours is considered hours of work under both Title 5 and FLSA if the travel is required of the employee.
2. **Outside of Regular Working Hours:** Travel outside of an employee's regular working hours is compensable if it meets the criteria for work as set forth in 5 USC 5542-5557 or the FLSA, as appropriate.
3. **Travel to and from Training:** Hours traveled to and from places of training on a non-workday is compensable as overtime for non FLSA covered employees.
4. **Scheduling Travel:** When possible, an employee's travel should be scheduled within his or her regularly scheduled work hours.
 - a. The Federal Travel Regulations provides that an employee performing official travel must proceed as expeditiously as though traveling on personal business, even though he or she would be required to travel on non-workdays. Accordingly, if scheduling travel to permit it to occur during regular working hours would result in the payment of two days or more per diem, the employee will be required to travel on his or her own time rather than on official time. (46 Comptroller General 425.)
 - b. Time spent traveling outside regular working hours in order to comply with the above "two day per diem" rule, in itself, does not result in the travel being considered hours of work and compensable.

G. Night Pay Differential

1. Nightwork is regularly scheduled work between the hours of 6:00 p.m. and 6:00 a.m. In this

context, "regularly scheduled work" means work that is scheduled in advance of an administrative workweek and specifies both the days and hours of the nightwork and the name of the employee assigned to it. Within the USMS, the administrative workweek corresponds to the calendar week (i.e., Sunday through Saturday). Employees assigned, under the conditions specified above, to a tour of duty that includes nightwork, are entitled to a night pay differential for the hours of work that fall between 6:00 p.m. and 6:00 a.m.

2. **Pay for Nightwork.** When an entitlement to night pay differential exists, pay for nightwork is made at the rate of the employee's basic pay plus premium pay amounting to ten percent of the basic rate. The night pay differential is in addition to any overtime, Sunday, or holiday pay to which the employee may be entitled. Moreover, although the night pay differential is not included in the rate of basic pay used to compute overtime under Title 5, it is included when determining overtime pay entitlements under the FLSA.

H. **Pay for Holiday and Sunday Work**

1. **Pay for Holiday Work:** An employee who performs work on a holiday is entitled to pay at the rate of his or her basic pay plus premium pay at a rate equal to his or her basic pay for that holiday work which is not in excess of eight hours and which is not overtime work. If required to perform holiday duty, the employee will receive premium pay for at least two hours of holiday work, even if he or she does not work that long.
2. **Pay for Sunday Work:** A full-time employee whose tour of duty includes Sunday, is entitled to pay at his or her rate of basic pay, plus premium pay at a rate equal to 25 percent of his or her rate of basic pay, for each hour of Sunday work which is not overtime work and which is not in excess of eight hours for each regularly scheduled hour of duty which begins or ends on Sunday.
 - a. Part-time employees are not entitled to premium pay for Sunday work.
 - b. A full-time employee whose regularly scheduled tour of duty includes a period of service of less than eight hours, any part of which falls between midnight Saturday and midnight Sunday, is entitled to premium pay for the number of hours worked that is not in excess of the number of hours regularly scheduled for the period.
 - c. When an employee has two separate tours of duty on Sunday (e.g., one tour of duty begins on Saturday and ends on Sunday; another tour of duty begins on Sunday and concludes on Monday), he or she is entitled to premium pay for Sunday work for a maximum of eight hours for each tour of duty.
3. **Impact on Other Entitlements:** Premium pay for holiday work is in addition to any overtime pay, night pay differential, or premium pay for Sunday work to which the employee might also be entitled. Similarly, premium pay for Sunday work is in addition to premium pay for holiday work, overtime pay or night pay differential to which the employee is entitled.
4. **Pay for Overtime Work Performed on a Sunday or Holiday:** Premium pay for Sunday or holiday work is not included in the rate of basic pay used to compute pay for overtime work. An employee who is assigned overtime work on such days is paid in the same manner as for overtime work performed on other days.

LAW ENFORCEMENT AVAILABILITY PAY

- A. **Proponent:** Proponent: Human Resources Division, 202-307-9425, FAX 703-307-8683.
- B. **Purpose:** This policy directive contains U.S. Marshals Service (USMS) policy and procedures for administering law enforcement availability pay (LEAP) eligible Criminal Investigators, GS-1811.
- C. **Authority:** The Director's authority to direct and supervise all activities of the USMS is set forth in 28 USC 561(g) and 28 CFR 0.111. The Director's authority to supervise the allotment of LEAP is set forth in 5 USC 5545A, and 5 CFR 550.181-186.

D. Policy

1. The USMS will provide LEAP to Criminal Investigators who have an annual average of unscheduled duty hours of two or more hours beyond the regular eight-hour workday. LEAP equals 25 percent of the Criminal Investigator's basic pay rate, to include special pay and locality pay. LEAP will be authorized to ensure the availability of a Criminal Investigator for unscheduled duty.
2. A Criminal Investigator who is receiving LEAP shall not receive:
 - a. **Overtime or night-differential pay for unscheduled duty hours:** To be compensated for overtime, it must be scheduled before the administrative workweek, by person, with a definitive start and stop time.
 - b. **Overtime Pay Under the Fair Labor Standards Act (FLSA):** Criminal Investigators who receive LEAP are not covered under FLSA.
3. Criminal Investigators are responsible for recognizing the circumstances that require them to be on duty based on the needs of the USMS.
4. A Criminal Investigator receiving LEAP who has an extended personal or family emergency may voluntarily apply for an exemption from LEAP requirements to the Availability Pay Advisory Group. This group, appointed by the Director, reviews requests and approves exemptions.

E. Procedures

1. **Certification/Recertification**
 - a. Within 30 days of being appointed, each Criminal Investigator and the U.S. Marshal (USM) or Assistant Director to whom he or she reports shall certify on the Supervisory/Managerial Certification form that the Criminal Investigator will meet the required daily average of two unscheduled duty hours during the next year.
 - b. By October 31 of each year, each Criminal Investigator and the USM or Assistant Director to whom he or she reports shall recertify in writing on the Recertification form that the Criminal Investigator met the required daily average of two unscheduled duty hours (to include available and worked hours) for the period since the last certification. The district or division will keep completed LEAP certification forms for six years.
 - c. Union officials will be considered to be eligible/certified for LEAP and will not be decertified for conducting bargaining-unit business in accordance with laws, regulations and agreements.
2. **Decertification**
 - a. If a Criminal Investigator will not meet the required daily average of two unscheduled duty hours since the last certification, the Criminal Investigator will be notified by the USM or Assistant Director to whom he or she reports of the decision to discontinue LEAP under adverse-action procedures, as provided by 5 USC 7513 (b). A Criminal Investigator who is decertified under these procedures will be advised in writing of appeal rights or grievance procedures.
 - b. Time spent in the following categories (if they exceed four hours in a given workday) will not be used as a basis for decertification:
 - (1) USMS-approved training (Criminal Investigators are not eligible to receive LEAP while in initial training.)
 - (2) Approved absence (such as annual, sick, military or court leave, and holidays)

- (3) USMS-ordered travel

3. Recording of Time

- a. Criminal Investigators certified to receive LEAP will complete the USM-7, Biweekly Time Report, documenting the program areas on which they spent regular work hours. In addition, all LEAP hours worked, including the programs and times, will be recorded on the USM-7.
- b. Each USM-7 will be reviewed and approved by the Criminal Investigator's immediate supervisor.
- c. The district or division timekeeper will record all hours reported on the USM-7 in the PC-TARE system under the guidance of the USMS and the National Finance Center.

4. Payment Provisions

- a. LEAP is authorized for all non-overtime hours in a pay status and is subject to the biweekly limitation of premium pay (see 5 USC 5547) and to the aggregate limitation on pay (see 5 USC 5307).
- b. LEAP is also used by the USMS to compute the following:
 - (1) Severance pay
 - (2) Retirement deductions and benefits
 - (3) Life insurance premiums and benefits
 - (4) Thrift Savings Plan contributions
 - (5) Workers' compensation benefits
 - (6) Advances in pay
 - (7) Lump-sum payments for accrued annual leave

5. Temporary Limited Duty/Excused Absence

- a. A Criminal Investigator temporarily unavailable to perform the full range of USMS duties due to medical reasons may be assigned temporary limited duties if they are available within the district or division and the employee is expected to return to full duties within a reasonable period of time.
- b. A Criminal Investigator assigned temporary limited duties may receive LEAP for up to 120 days. He or she may continue to receive LEAP pending a review of the limited-duty situation and the expected date of return to full duty. If it is inappropriate to continue limited duty, the investigator may still receive LEAP if on approved paid leave. While on limited duty the investigator will be expected to be available to work limited-duty assignments during unscheduled hours.
- c. A Criminal Investigator certified for LEAP will continue to receive it during a paid excused absence for 120 days initially. He or she may continue to receive LEAP pending a review of the circumstances of the excused absence. If LEAP is not warranted, decertification procedures will be initiated.
- d. The USM or Assistant Director may approve requests for temporary limited duty or paid excused absences.
- e. Nothing in this section is intended to replace the requirements for annual certification.

6. Exemptions

- a. Exemption requests shall be for at least 120 days. Exemptions submitted through the Criminal Investigator's supervisory channels to the Availability Pay Advisory Group, should describe the personal or family emergency and estimate the expected duration. The written request should also acknowledge that the Criminal Investigator understands that LEAP will be discontinued if the request is approved and that he or she waives the right to adverse-action procedures under 5 USC 7513(b), as the reduction in pay was voluntary.
- b. The Availability Pay Advisory Group may approve a voluntary written request to be excused from LEAP requirements. The group will first consider management recommendations.
- c. An exemption approval does not restrict management's right to direct a Criminal Investigator to perform irregular or occasional overtime work. An exemption does not entitle a Criminal Investigator to be assigned overtime hours.

F. Responsibilities

1. Availability Pay Advisory Group

- a. Reviews and approves exemptions.
- b. Offers recommendations to the Director concerning the fair and consistent application of LEAP.
- c. Responds to LEAP inquiries and obtains concurrence from the appropriate headquarters offices.

2. U.S. Marshals and Assistant Directors

- a. Provide annual certification for Criminal Investigators authorized to receive LEAP.
- b. Hold each Criminal Investigator responsible for remaining on or returning to duty when required by operational necessity.
- c. Ensure, through sound management practices, that scheduled overtime hours are kept to a minimum, and establish a policy to ensure the equitable distribution of availability and overtime hours.
- e. Direct subordinate managers who schedule work in advance to comply with LEAP requirements.
- f. Initiate appropriate counseling or corrective action for a Criminal Investigator who is unavailable for duty and initiate adverse action to decertify an investigator who continues to be unavailable and who fails to respond to initial counseling or corrective action.
- g. Refer questions or concerns on availability pay for which no specific instructions for handling have been issued to the Availability Pay Advisory Group.

3. Criminal Investigators

- a. Annually certify availability to work unscheduled duty hours. These hours will total an annual average of two or more hours beyond the regular eight-hour workday.
- b. Recognize those circumstances when they are required to be on duty or available for unscheduled duty.

Classification and Compensation

- c. Maintain an accurate, complete record of all regular hours worked and all availability hours worked on a daily basis and forward the USM-7 to the supervisor for approval and the timekeeper for recording on a biweekly basis.

G. Definitions

1. **Availability Pay (LEAP):** a form of premium pay paid to a Criminal Investigator as a flat rate in order to ensure his or her availability for unscheduled duty for all hours beyond an eight-hour workday.
2. **Unscheduled Duty Hours:** hours a Criminal Investigator works or is available to work that are not part of the 40 hours in the basic workweek or scheduled overtime hours paid under 5 USC 5542.
3. **Availability Certification:** an annual written certification indicating that the Criminal Investigator is required to be available to work and is expected to meet the minimum average of two or more hours beyond each regular eight-hour workday.
4. **Overtime Hours:** under LEAP, hours beyond 10 that are scheduled before the administrative workweek and worked by a Criminal Investigator or all scheduled hours worked on a non-scheduled workday. Overtime pay for bargaining-unit employees not covered by LEAP will continue in accordance with Article 18 of the Negotiated Master Agreement.
5. **Availability Hours:** the hours of a regular workday that are not part of a Criminal Investigator's basic workweek for which management has determined in advance that it may need the Criminal Investigator and during which he or she is generally accessible.
6. **Criminal Investigator:** a USMS employee officially assigned to a position classified in the GS-1811 Criminal Investigator series under the Position Classification Standards issued by the U.S. Office of Personnel Management.

H. Leap Certification for Criminal Investigators

District: _____

Division: _____

UNITED STATES MARSHALS SERVICE

Law Enforcement Availability Pay (LEAP)

CERTIFICATION for CRIMINAL INVESTIGATORS

This certifies that, over the course of the next 12 months, the undersigned Criminal Investigator is officially assigned to the position properly classified in the GS-1811 Criminal Investigating Series under the supervision of the undersigned United States Marshal or USMS Assistant Director; and that over the course of the next 12 months, the undersigned Criminal Investigator will be available to work an average of at least 2 hours of unscheduled duty per regular workday, as a condition of receiving LEAP under 5 USC 5545a.

(Print Name) Criminal Investigator

(Signature & Date)

(Print Name & Title of USM or AD)

(Signature & Date)

I. Leap Annual Recertification for Criminal Investigators

District: _____

Classification and Compensation

Division: _____

UNITED STATES MARSHALS SERVICE

Law Enforcement Availability Pay (LEAP)

ANNUAL RECERTIFICATION for CRIMINAL INVESTIGATORS

I, _____ (Signature and typed name and title of United States Marshal or Assistant Director)

certify that, over the course of the 12 months prior to this date, _____, each of the undersigned was officially assigned under my supervision to a position properly classified in the GS-1811 Criminal Investigating Series; that each worked or was available to work an average of at least 2 hours of unscheduled duty per regular workday; and that each will be required over the course of the next 12 months to work or be available to work an average of at least 2 hours of unscheduled duty per regular workday, as a condition of continuing to receive LEAP under 5 USC 5545a.

Print Name

Signature & Date

BENEFICIARY AND UNPAID COMPENSATION

- A. **General:** This section explains the procedures and forms to be used for promptly settling claims for deceased employees.
- B. **Designated Beneficiary:** All unpaid compensation due an employee at the time of his or her death will be paid in the following order of precedence, as specified in 5 USC 5582b:
 1. To the beneficiary designated by the employee on SF-1152, *Designation of Beneficiary*, on file in the Human Resources Division. All employees are encouraged to keep a current SF-1152 on file.
 2. If there is no designated beneficiary, to the widow or widower.
 3. If none of the above, to the child or children of the employee and descendants of deceased

children.

4. If none of the above, to the parents or their survivors.
5. If none of the above, to the duly appointed legal representative of the employee's estate.
6. If none of the above, to the person or persons entitled under the laws of the domicile of the employee at the time of death.

C. Death of District Employee

1. **Headquarters Notification:** As soon as possible after the death of a district employee, the U.S. Marshal will call the appropriate Human Resources Specialist with the date and time of the employee's death. The Human Resources Specialist will instruct the U.S. Marshal or relatives of the deceased in obtaining and completing the following forms and certifications.
 - a. Death Certificate, a certified copy
 - b. SF-52, *Request for Personnel Action*, reflecting death
 - c. FE-6, *Claim for Insurance*
 - d. SF-1153, *Claim for Unpaid Compensation*
 - e. SF-2800, *Application for Death Benefits*, or SF 3104, *Application for Death Benefits (for CSRS)*
 - f. TSP-17, *Information Relating to Deceased Participant*
2. **Time and Attendance (T&A) Report:** The T&A Report will be completed as described in the PC-Tare Manual. It will be transmitted to the National Finance Center (NFC) and marked as the Final T&A. Payroll will control payment of final check and lump sum payment.
3. **USM-357, Travel Voucher:** After an employee dies, the authorizing office will prepare a final travel voucher for any unreimbursed travel expenses, applying any outstanding travel advances.
4. **Unnegotiated Checks**
 - a. Unnegotiated payroll checks should be returned immediately to the Human Resources Division with a cover memorandum noting that the employee died.
 - b. An unnegotiated check issued by the district for travel reimbursement will be returned to the district office and canceled. This amount will then be applied to the outstanding travel advance. If there is no outstanding travel advance, the check will be reissued to the designated beneficiary.
5. **Outstanding Travel Advance:** If after all travel vouchers have been applied to the travel advance there is still an outstanding advance, a memorandum will be sent to the Human Resources Division, stating the remaining amount due. The Human Resources Division will attach the memorandum to the death benefits package mailed to the National Finance Center (NFC) requesting that the NFC offset the outstanding balance against the unpaid compensation due the employee's survivor(s). The SF-1038, *Advance of Funds Application and Account*, will be kept at the district office until notification is received from the finance office that the monies have been transferred from NFC to the USMS.

- D. Death of Headquarters Employee:** As soon as possible, the chief of the division will notify the chief, Human Resources Division, of the date and time of death of the employee. The Human Resources Division will coordinate all activities for the prompt settlement of claims and will contact all divisions involved.

WITHIN GRADE INCREASES (WGI)

A. General

1. Most general schedule (GS) employees in permanent full- and part-time positions are entitled to within-grade increases (WGIs). Employees from steps 1, 2, 3 to 4 are entitled to consideration for a WGI every 52 calendar weeks; from steps 4, 5, 6 to 7, every 104 calendar weeks; and from steps 7, 8, 9 to 10, every 156 calendar weeks. However, these provisions do not apply to the U.S. Marshals, whose within-grade pay adjustments are determined by the Attorney General.
2. For employees who until October 31, 1993, were covered by the former Performance Management and Recognition System (PMRS), the waiting period for WGIs started October 3, 1993, the date of the last equivalent increase (including a zero merit increase). Since some of these employees will continue to receive salaries falling between two steps, the length of the waiting period is determined by the step with a lower rate of pay than the employee's base salary.

B. **Acceptable Level of Competence:** An acceptable level of competence means that performance by an employee warrants advancement of the employee's rate of basic pay to the next grade.

1. WGIs are granted automatically, however, an employee must be performing at an acceptable level of competence to receive one. The supervisor must certify that an employee is performing at this level for purposes of granting a WGI.
2. This is accomplished by completing a computer-generated form, AD-658P, *Within-Grade Increase Record*, and returning it to the Human Resources Division. The within-grade increase will be effective on the first day of the first pay period after the required waiting period.

C. Denial of a WGI

1. If a supervisor does not believe that an employee's performance is at an acceptable level of competence warrants a WGI, he or she should contact the Employee Relations Team of the Human Resources Division to discuss the performance problems well in advance of the WGI due date. Therefore, it is important that the required steps be taken to correct the performance deficiency(ies) early on.
2. The following steps are to be followed in the WGI denial process:
 - a. *AD-658P, Within-Grade Increase Record* is sent to the supervisor approximately seven pay periods before the WGI due date.
 - b. If the employee's most recent performance rating is below satisfactory or if the supervisor believes performance deficiencies are present that warrant a WGI denial, he or she should consult with the Employee Relations Team, Human Resources Division.
 - c. If the decision is made to withhold the employee's WGI, the supervisor, with assistance from the Human Resources Division, will issue a written Notification of Determination to Withhold WGI to the employee. This denial notification describes the performance deficiency that led to the denial of the WGI, which must be based upon the most recent performance appraisal.
3. The denial notification is issued to the employee by the supervisor as soon as possible after the waiting period and must contain the following information:
 - a. The reason(s) for the negative determination
 - b. Specific performance standards that must be met to receive a WGI
 - c. Notice to the employee of his or her right to request reconsideration within 15 days of

his or her receipt of the Notice of Negative Determination

- d. The name of the official to whom the request for reconsideration is to be submitted (determined by the Human Resources Division)
- e. A reasonable amount of time to review the material relied on to make the determination
- f. If upon reconsideration, the negative determination is overturned, the employee will receive the WGI retroactively to the original due date.
- g. If the denial is sustained, the employee is informed in writing of the reasons and of the right to appeal.

D. WGI Denial Appeal Rights

- 1. When a WGI denial is sustained after reconsideration, an employee not covered by the bargaining unit has the right to appeal the decision to the Merit Systems Protection Board (MSPB) within 20 days of receiving it.
- 2. An employee who is in the bargaining unit may within 30 days of receiving the reconsideration decision file a grievance through the negotiated grievance procedure.

Note: Minor changes - Per email dated 10/01/08 from HRD and corrected the edits on 1/5/09. Archived Policy: Classification and Compensation