

**U.S. Office of Personnel Management
Compensation Claim Decision
Under section 3702 of title 31, United States Code**

Claimant: [name]

Organization: Social Security Administration
[city & State]

Claim: Various pay and leave issues

Agency decision: N/A

OPM decision: Denied; Lack of jurisdiction

OPM file number: 13-0053

/s/ Judith A. Davis for

Robert D. Hendler
Classification and Pay Claims
Program Manager
Agency Compliance and Evaluation
Merit System Accountability and Compliance

9/30/13

Date

The claimant is employed as a [position] with the Social Security Administration in [city & State]. In her May 23, 2013, letter received by the U.S. Office of Personnel Management (OPM) on June 4, 2013, the claimant presented what she describes as "fair pay and leave abuse" complaints, and in a June 21, 2013, amendment, she stated that she is "seeking relief." In an email dated August 1, 2013, the claimant clarified her request as encompassing reinstatement of annual and sick leave, back pay, and that her "grade and step be adjusted," including "a decision writing position at a grade 12 in consideration of [her] specialized experience and education." She also requested that her "transfer request [be] granted" and that "management officials in this office [be] held accountable." For the reasons discussed herein, the claim is denied.

OPM adjudicates compensation and leave claims for Federal employees under section 3702(a)(2) of title 31, United States Code (U.S.C.). This authority is narrow and limited to consideration of whether monies or leave are owed the claimant for the stated claim. The scope of OPM's authority under 31 U.S.C. 3702(a)(2) does not extend to writing position descriptions at an individual's request to obtain promotion, providing job placement assistance, or conducting investigations of management practices, as the claimant appears to believe.

Moreover, section 7121(a)(1) of title 5, U. S. C., directs that except as provided elsewhere in the statute, the grievance procedures in a negotiated collective bargaining agreement (CBA) shall be the exclusive administrative remedy for resolving matters that fall within the coverage of the CBA. The Court of Appeals for the Federal Circuit has found the plain language of 5 U.S.C. § 7121(a)(1) to be clear, and as such, limits the administrative resolution of a Federal employee's grievance to the negotiated procedures set forth in the CBA. *Mudge v. United States*, 308 F.3d 1220, 1228 (Fed. Cir. 2002). Further, the Federal Circuit also found that all matters not specifically excluded from the grievance process by the CBA fall within the coverage of the CBA. *Id. at 1231*. As such, OPM cannot assert jurisdiction over the compensation or leave claims of Federal employees who are or were subject to a negotiated grievance procedure (NGP) under a CBA between the employee's agency and labor union for any time during the claim period, unless the matter is or was specifically excluded from the CBA's NGP. *See* 5 CFR 178.101(b).

The CBA (i.e., National Agreement) between the Social Security Administration and the American Federation of Government Employees (AFGE) covering the claimant during the period of the claim does not specifically exclude compensation issues from the NGP (Article 24). Therefore, this claim must be construed as covered by the NGP the claimant was subject to during the claim period, and OPM has no jurisdiction to adjudicate this claim.

This settlement is final. No further administrative review is available within OPM. Nothing in this settlement limits the claimant's right to bring an action in an appropriate United States court.