

**Compensation Claim Decision**  
**Under section 3702 of title 31, United States Code**

**Claimant:** [name]

**Organization:** [agency component]  
Department of the Air Force  
Wright-Patterson AFB, Ohio

**Claim:** Adjustment of Service Computation  
Date-Leave Based on Military Service

**Agency decision:** N/A

**OPM decision:** Denied; Lack of Jurisdiction

**OPM file number:** 07-0023

/s/ for

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Robert D. Hendler  
Classification and Pay Claims  
Program Manager  
Center for Merit System Accountability

7/27/2007

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Date

The claimant requests credit for her more than 21 years of military service in the determination of her leave accrual rate because she entered Federal civilian employment on August 22, 2006, while she was on terminal military leave, and officially retired from military service on September 1, 2006. She is employed in a [position] with the [agency component], Department of the Air Force, at Wright-Patterson Air Force Base, Ohio. The U.S. Office of Personnel Management (OPM) received her claim request on March 2, 2007, and the agency administrative report (AAR), on June 6, 2007. For the reasons discussed herein, the claim is denied for lack of jurisdiction.

OPM cannot take jurisdiction over the compensation or leave claims of Federal employees who are or were subject to a negotiated grievance procedure (NGP) under a collective bargaining agreement (CBA) between the employee's agency and labor union *for any time during the claim period* (emphasis added), unless the matter is or was *specifically* excluded from the CBA's NGP. The Federal courts have found Congress intended such a grievance procedure is to be the exclusive administrative remedy for matters not excluded from the grievance process. *Carter v. Gibbs*, 909 F.2d 1452, 1454-55 (Fed. Cir. 1990) (en banc), *cert. denied*, *Carter v. Goldberg*, 498 U.S. 811 (1990); *Mudge v. United States*, 308 F.3d 1220 (Fed. Cir. 2002). Section 7121(a)(1) of title 5, United States Code (U.S.C.) mandates the grievance procedures in negotiated CBAs be the exclusive administrative procedures for resolving matters covered by the agreements. *Accord*, *Paul D. Bills, et al.*, B-260475 (June 13, 1995); *Cecil E. Riggs, et al.*, 71 Comp. Gen. 374 (1992).

Information provided by the claimant's employing activity at our request shows the claimant was in and continues to occupy a bargaining unit position covered by a CBA between the Air Force Materiel Command and the American Federal of Government Employees, Council 214, during the period of her claim. Compensation and leave issues are not specifically excluded from the NGP covering the claimant. For OPM purposes, the fact such matters are not specifically excluded from the NGP (Article 3) is enough to remove this claim from OPM's jurisdiction.

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