



COMPTROLLER GENERAL OF THE UNITED STATES
WASHINGTON, D.C. 20548

B-178117

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May 1, 1973

Mr. W. W. Buhle
Disbursing Officer
Omaha District, Corps of Engineers
Department of the Army
6014 U. S. Post Office and Court House
Omaha, Nebraska 68102

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Dear Mr. Buhle:

This refers to your letter of January 16, 1973, with enclosures, reference MEODC-F, forwarded here on February 26, 1973, by the Engineer Comptroller, Corps of Engineers, reference DAEN-ECF-A, requesting an advance decision as to the propriety of paying Mr. Jerome D. Rickerl \$966.36 representing overtime and holiday work under the circumstances related below.

On June 23, 1972, as the result of Hurricane Agnes, the President declared that a major disaster existed in the State of Pennsylvania and the Susquehanna District was formed by the Office, Chief of Engineers, to centralize and manage the mission of the Corps for this disaster. Mr. Rickerl, a grade GS-13, step 8, whose annual rate of pay was \$23,112 and whose hourly overtime rate was \$8.76, was authorized to travel from Colorado Springs, Colorado, to Harrisburg, Pennsylvania, to perform duty for Operation Noah II for a period of 60 days from July 31, 1972. His actual tour of duty was extended from July 31, 1972, to October 12, 1972. Operation Noah II was the title of the operations under the management of the Corps of Engineers to clean up the flood damage caused by Hurricane Agnes. The Susquehanna District was disbanded on November 30, 1972, having accomplished the primary purpose of its mission. Because of the mission of the Corps of Engineers in natural disasters, civilian employees of the Corps are required to work large amounts of overtime under arduous conditions to accomplish expeditiously their assigned duties and responsibilities. All of the overtime and holiday work performed by Mr. Rickerl was authorized and approved. The hours worked were posted and certified on Time and Attendance Reports. Payment was made to him not to exceed the statutory limitation for any one pay period (\$1,279.20) as provided in section 5547 of title 5, United States Code. As a result Mr. Rickerl was short changed on five different pay periods in the total amount of \$966.36. Mr. Rickerl contends that since the overtime and holiday work performed by him was authorized and approved, and certified as worked by the timekeeper, he should receive pay in full therefor.

[Propriety of Paying Overtime Compensation]

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Section 5547 of title 5, United States Code, provides that additional pay (night differential pay, overtime pay, premium pay on an annual basis, and pay for Sunday and holiday work) under sections 5542, 5545(a)-(c), and 5546(a), (b) of that title may be paid only to the extent that it does not cause the aggregate pay for a biweekly pay period to exceed the maximum rate for GS-15. At the time in question such maximum rate was \$33,260 per annum or \$1,279.20 per biweekly pay period (1972).

The wording of the law is clear and unambiguous. It permits payment of premium pay only to the extent that payment does not cause the aggregate rate of pay for any pay period to exceed the maximum rate for grade GS-15 which in Mr. Rickerl's case was \$1,279.20. We recognize that Mr. Rickerl's claim is based on an emergency which caused his pay to exceed the limitation in any one pay period. However, the law does not permit any exceptions nor does it confer jurisdiction to our Office to waive its provisions in any particular case.

Accordingly, since Mr. Rickerl has been paid the maximum amount for any one pay period as authorized by law, no legal authority exists under which he may receive additional pay.

Sincerely yours,

Paul G. Dembling

For the Comptroller General
of the United States