

PLM-1

10,958

DECISION



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

FILE: B-193362

DATE: August 7, 1979

MATTER OF: Herman G. Weeks - [Claim for Backpay for
Detail to Higher-Graded Position]

DIGEST: WG-10 employee claims retroactive temporary promotion and backpay for detail to higher-graded position. Claim can be allowed in part because new evidence indicates that employee was twice detailed to an established higher-graded position and performed duties of the higher grade. Employee's second detail can only be considered after expiration of new 120-day period. The first detail is partially time barred under 31 U. S. C. § 71a.

This action concerns an appeal by Mr. Herman G. Weeks from a denial by our Claims Division of his claim for a retroactive temporary promotion and backpay. Mr. Weeks' claim should be allowed on the basis of new evidence.

AAC 00823

Mr. Weeks states that he performed the duties of a WG-11 employee from April 1968 through August 1972, in the Electronics Division, Warner Robins Air Logistic Center. Thus, he contends he would be entitled to a temporary promotion and backpay on the basis of our Turner-Caldwell decisions, 55 Comp. Gen. 539 (1975), and 56 id. 427 (1977), which held that employees are entitled to temporary promotions for extended details to higher-level positions, provided they meet certain requirements.

A portion of Mr. Weeks' claim is barred from our consideration as untimely filed under the Barring Act, 31 U. S. C. § 71a (1976). Mr. Weeks does not dispute this. Our Claims Division denied Mr. Weeks' claim because the employing agency maintained that the duties he performed were at all times those of a WG-10 employee. In addition, Mr. Weeks had failed to provide sufficient evidence to show that he was, in fact, detailed to a higher-graded position.

In support of his present appeal, Mr. Weeks has furnished this Office a copy of a computer printout as evidence of his performance of WG-11 duties. His employing agency also sent

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*Temporary promotion
Back pay claim
95 grade classification*

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additional information in response to our request for an explanation of the significance of the printout. A letter of January 16, 1978, in response to Mr. Weeks' claim, and signed by the Chief, Maintenance Position Management Unit, Civilian Personnel Branch, Warner Robins Air Logistics Center states in pertinent part that:

"SUBJECT: Claim for Backpay

"c. Was the claimant detailed to an established, classified position?

(XX) YES () NO () UNABLE TO DETERMINE

"d. The established, classified position(s) to which claimant was detailed was/were:

<u>"DATE FROM</u>	<u>TO</u>	<u>TITLE, SERIES, & GRADE</u>	<u>POSITION NUMBER</u>	<u>ORGANIZATION</u>
21 Apr 68	9 Jan 73	Radar-Television Repairer, WG-2657-11	MDIEB-E 34	MDIEB
10 Jan 73	30 Aug 73	Electronics Mechanic, WG-2614-11	MIP-8	MIPEB

"e. Position(s) to which claimant was officially assigned during period of claim:

<u>"DATE FROM</u>	<u>TO</u>	<u>TITLE, SERIES, & GRADE</u>	<u>POSN NR</u>	<u>ORGN</u>	<u>PSN SENS</u>	<u>FC</u>	<u>AFSC</u>
21 Apr 68	20 Mar 71	Radar Repairer WB-2657-10	MDIEB-39	MDIEB	S	2750	32350
21 Mar 71	23 Jun 73	Radar Repairer WB-2657-10	MIPEB-12	MIPEB	S	2762	32350
24 Jun 73	30 Aug 73	Electronics Mechanic WG-2614-10	MIP-9	MIPEB	S	2762	32651A"

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Thus, the agency's records support Mr. Weeks' contention that he was in fact detailed to an established, classified higher-graded position.

The Chief, Directorate of Maintenance, states that his certification of Mr. Weeks' performance of duties for the period June 15, 1971, to August 30, 1973, was misinterpreted. He says that:

"* * * After reviewing my certification, it stated that Mr. Weeks did perform the duties he indicated on the ASG-15 T.V. Although in his statement Mr. Weeks referred to this work as WG-11, it had in fact been classified at the WG-10 level. That is the reason for my statement that the grade level would be determined by position management.

"* * * The Target Position Computer (TPC) work had been classified at the WG-11 level however Mr. Weeks did not perform this level work on the TPC. There was no certification that he performed work on this item."

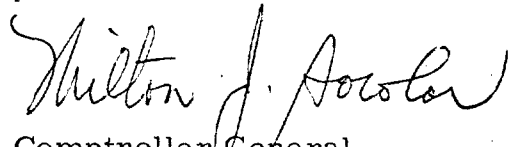
The letter from the Chief, Directorate of Maintenance, indicates a discrepancy as to the work performed by Mr. Weeks and its proper classification. The record shows that Mr. Weeks was officially assigned as a Radar Repairer, WB-10, from April 1968 to June 1973, and a WG-10 Electronics Mechanic from June 1973 to August 1973. He was detailed as a Radar-Television Repairer, WG-11, from April 21, 1968, to January 9, 1973, and as an Electronics Mechanic, WG-11, from January 10 to August 30, 1973. The Department of the Air Force Position Description for a Radar-Television Repairer indicates that the employee's duties and responsibilities consist, inter alia, of operating and maintaining a T.V. Loop mockup to perform operational tests on ASG-15 T.V. components. These duties correspond to those certified by the Chief, Directorate of Maintenance, as being performed by Mr. Weeks. Further, Mr. Weeks has furnished signed affidavits from his fellow employees which attest to his performance of duties which correspond to that of a WG-11, Radar-Television Repairer, as well as to the duties and responsibilities of a WG-11, Electronics Mechanic. Further, Mr. Weeks' computerized "Experience Brief" indicates that he

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was detailed from August 1969 to August 1973 and acquired the skills of a WG-11, Electronics Mechanic during that period. It also does not seem plausible that an agency would detail an employee to a higher-graded position without the expectation that the employee would perform higher-graded duties. Thus, the record taken as a whole indicates that Mr. Weeks did in fact perform the higher-graded duties to which he was assigned during the period in question.

Mr. Weeks was detailed more than one time and each detail is treated as a separate personnel action for the purpose of applying our Turner-Caldwell decisions, supra. Thus, Mr. Weeks' second detail as an Electronics Mechanic can only be considered as to that portion after the expiration of 120 days from January 10, 1973, to the end of the detail. Fred T. Larsen, B-186711, April 17, 1979. The first detail can be considered only as to that portion that is not time barred by 31 U. S. C. § 71a (1976).

Accordingly, the claim may be paid consistent with the above discussion if otherwise proper.



for the Comptroller General
of the United States