

DECISION



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

J. B. Stupard
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FILE: B-191884

DATE: February 5, 1979

MATTER OF: Conrad B. Matern - [Compensation for Work
Performed Beyond Limitation of Appointment]

DIGEST: Employee of Farmers Home Administration, Department of Agriculture, who worked beyond his appointment limitation due to administrative error, is entitled to be paid for services rendered since the services were performed in good faith and under color of authority. Matter of Timothy P. Connolly, B-196229, June 8, 1977.

This is in response to a request from the Farmers Home Administration (FHA), Department of Agriculture, for a decision concerning whether Mr. Conrad B. Matern may be compensated for work he performed after the expiration of his appointment as a county committeeman.

The major functions of the FHA county committees are to establish guidelines and advise the county supervisor concerning loans made to individuals or partnerships, associations, and soil and water districts. The committees are composed of three members who serve for 3-year terms. Although Mr. Matern's appointment expired on June 30, 1977, county office personnel inadvertently called him to attend committee meetings on August 25, 1977, September 15, 1977, September 29, 1977, and October 20, 1977.

The FHA has reported that as a county committeeman, Mr. Matern received only a brief orientation, served on an intermittent basis, and was not knowledgeable about Government rules and regulations or conditions of employment. The FHA stated that the failure to terminate Mr. Matern's employment was due to administrative error and that he was totally unaware that he could not serve as a committeeman since the county office called him for the meetings.

In Matter of Timothy P. Connolly, B-186229, June 8, 1977, we held that an employee who rendered service in good faith and under color of authority beyond his appointment limitation due to administrative error, should be compensated for his service in excess of his appointment limitation.

In the instant case there is no evidence that Mr. Matern had constructive or actual notice that his appointment had expired.

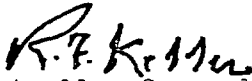
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In view of this, we conclude that there was no fault on the part of Mr. Matern that would preclude payment of his claim.

Accordingly, Mr. Matern should be paid compensation and related allowances for the days he worked.


Deputy Comptroller General
of the United States