

U.S. Office of Personnel Management
Office of Merit Systems Oversight and Effectiveness
Classification Appeals and FLSA Programs

Philadelphia Oversight Division
600 Arch Street, Room 3400
Philadelphia, PA 19106-1596

Classification Appeal Decision
Under section 5112 of title 5, United States Code

Appellant: [appellant's name]

Agency classification: Supervisory Contract Specialist
GS-1102-12

Organization: Acquisition Management Section
Resource Management Service
Veterans Affairs Medical Center
U.S. Department of Veterans Affairs
[location]

OPM decision: Supervisory Contract Specialist
GS-1102-12

OPM decision number: C-1102-12-03

Robert D. Hendler
Classification Appeals Officer

/s/ 8/06/01

Date

As provided in section 511.612 of title 5, Code of Federal Regulations (CFR), this decision constitutes a certificate that is mandatory and binding on all administrative, certifying, payroll, disbursing, and accounting officials of the government. The agency is responsible for reviewing its classification decisions for identical, similar, or related positions to ensure consistency with this decision. There is no right of further appeal. This decision is subject to discretionary review only under conditions and time limits specified in the *Introduction to the Position Classification Standards* (PCS's), appendix 4, section G (address provided in appendix 4, section H).

Decision sent to:

[appellant's name]
[appellant's address]

[name]
Human Resources Manager
VA Medical Center
U.S. Department of Veterans Affairs
[address]
[location]

Ms. Ventris C. Gibson
Deputy Assistant Secretary for
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U.S. Department of Veterans Affairs
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Introduction

On April 26, 2001, the Philadelphia Oversight Division of the U.S. Office of Personnel Management (OPM) accepted a classification appeal from [appellant's name]. His position is currently classified as a Supervisory Contract Specialist, GS-1102-12. He believes the classification should be Supervisory Contract Specialist, Contracting Officer, or Acquisition Manager, GS-1102-13. The appellant works in the Acquisition Management Section, Resource Management Service, Veteran Affairs (VA) Medical Center, U.S. Department of Veterans Affairs, [location]. We accepted and decided this appeal under section 5112 of title 5, United States Code (U.S.C.).

General issues

The appellant does not agree that his position description (PD) [number] of record accurately describes his duties and responsibilities. In his March 27, 2001, appeal letter he describes efforts since April 1999 to revise his PD and have it reclassified. On March 13, 2001, his acting supervisor, whose permanent position is the medical center Human Resources Manager, rejected his proposed Coho automated classification system generated PD. The appellant's servicing human resources office advised him on April 2, 2001, that he could appeal the classification of his position to his agency or OPM.

The appellant states that his supervisory responsibilities have increased since he assumed responsibility for mailroom, reproduction and the Supply, Processing and Distribution (SPD) functions. He says that the monetary value, complexity and number of contracts handled have escalated, including enhanced sharing agreements, additional scarce medical and affiliated contracts, consolidated Veterans Integrated Service Network (VISN) contracts, community-based outpatient clinic (CBOC) contracts/leases and "use of space" agreements. He points to his workload and the higher grade of counterpart positions at other medical centers in support of his appeal. He bases his grade level analysis on the grading criteria of the Contracting Series, GS-1102 PCS. The appellant does not disagree with his activity's analysis of his supervisory duties under the General Schedule Supervisory Guide (GSSG).

OPM is required by law to classify positions on the basis of their duties, responsibilities, and qualification requirements by comparison to the criteria specified in the appropriate PCS or guide (5 U.S.C. 5106, 5107, and 5112). The law does not authorize use of other methods or factors of evaluation, such as comparison to other positions that may or may not be accurately described or classified correctly. Quantity and quality of work are performance issues covered by the performance management and awards systems.

The appellants' rationale relies on the description of work in his proposed PD. His supervisor has certified that the appellant's PD of record, amended on February 12, 2001, is complete and accurate. A PD is the official record of the major duties and responsibilities assigned to a position by an official with the authority to assign work. A position is the duties and responsibilities that make up the work performed by an employee. Position classification appeal regulations permit OPM to investigate or audit a job, and decide an appeal on the basis of the

actual duties and responsibilities assigned by management and performed by the employee. An OPM appeal decision grades a real operating position, and not simply the PD. Therefore, this decision is based on the actual work assigned and performed by the appellant and sets aside any previous agency decision.

Our audit confirmed that the PD of record contains the major duties and responsibilities of the appellant's position and we incorporate it by reference into this decision. As discussed in this decision, the appellant's proposed PD does not accurately reflect the breadth, depth and complexity of the appellant's work. It is written to cover the supervisory functions of the position and does not contain the information necessary to apply the GS-1102 PCS to the appellant's work. Therefore, the proposed PD also fails to meet the standards of PD adequacy as defined in the PCS's.

Like OPM, the appellant's agency must classify positions based on comparison to OPM PCS's and guidelines. Section 511.612 of 5 CFR, requires that agencies review their own classification decisions for identical, similar, or related positions to insure consistency with OPM certificates. Thus, the agency has the primary responsibility for ensuring that its positions are classified consistently with OPM appeal decisions or related positions to insure consistency with OPM certificates. If the appellant considers his position identical to, so similar to, or related to others that they warrant the same series, title, and grade as assigned to his position by this decision, he may pursue this matter by writing to his agency headquarters human resources office. In so doing, he should specify the precise organizational location, series, title, grade, duties, and responsibilities of the positions in question. The agency should explain to him the differences between his position and the others, or grade those positions in accordance with this appeal decision.

Position Information

The appellant oversees three separate functions. He directly supervises the acquisition function that is staffed with one Contract Specialist, GS-1102-9; one Purchasing Agent, GS-1105-7; and two part-time Procurement Technicians, GS-1106-5. The appellant serves as second level supervisor of the SPD Section headed by a Supervisory Inventory Management Specialist, GS-2010-11. The supply functions are carried out by four Supply Technicians, GS-2005-7; one Lead Medical Supply Technician, GS-622-5, two Medical Supply Technicians, GS-622-5; and one Medical Supply Technician, GS-622-4. The mail, distribution and reproduction functions are carried out by a Duplicating Equipment Operator, GS-350-4, and two Mail Clerks, GS-305-4.

The program provides acquisition support to the [name] National Cemetery; the Veterans Outreach Center in [location]; the Veterans Outpatient Clinic Substation in [location]; CBOC's in [three locations]; and the Homeless and Chronically Ill, Community Nursing Home and Compensated Work Therapy programs. The medical center has TRICARE sharing agreements with Ft. [name], the Defense Distribution [name], and the U.S. Property and Fiscal Office, [State] National Guard.

The appellant uses formally advertised and negotiated agreements for construction, supplies, equipment, utilities and leases. They also cover a variety of medical services; architect-engineer;

telecommunications; community nursing home agreements; medical specialist agreements; real property leases; household goods moves, information technology hardware, software and services; care of homeless and chronically mentally ill beneficiaries; and readjustment counseling services. The appellant handles the unit's most complex contracts. These include sole source procurement of specialized medical equipment, contracting for medical service with the medical center's only affiliated institution ([name] University College of Medicine) and locally managed construction contracts.

The PD of record does not address the appellant's VISN [number] logistics management functions. The VISN has established a virtual centralized acquisition center (CAC) under the control of a Senior Acquisition Manager (SAM) (Health Systems Acquisition Manager, GS-1101-14, PD [number]) located at VA Medical Center, [location]. That position is responsible for directing a total purchasing and contracting program to supply all areas of the VISN with equipment, supplies and services. With input from the appellant and his counterparts at other VISN activities, the SAM determines which VISN needs will be approached through centralized contracts and which will be provided locally. Under the CAC program, the appellant developed a contract to provide armored car services for the VISN and currently is working on a contract for filters.

The appellant estimated that he devoted approximately 25 percent of his time to CAC functions, 50 to 55 percent of his time to personally performed acquisition work, and the remainder of his time to supervision. As the local program manager, he is responsible for overseeing approximately 100 activity credit card users and serving as the contact point for national programs, e.g., material standardization and socio-economic acquisition programs.

To help decide this appeal, we conducted an on-site audit on June 14, 2001, with the appellant and interviewed his acting immediate supervisor, [name], and his second level supervisor, Mr. [name], Chief Operating Officer of the medical center. On June 19, 2001, we discussed the appellant's role in contracting for medical services with [name], Chief of Staff, and his CAC functions with the SAM, [name]. We obtained additional information on the technical scope and complexities of locally managed construction, maintenance and repair work with [name], Chief of Facilities Management, on June 29, 2001. In reaching our decision, we carefully reviewed the audit findings and all information of record furnished by the appellant and his agency.

Series, title, and standard determination

The agency has placed the appellant's position in the Contract Specialist Series, GS-1102, which is covered by the published GS-1102 PCS, and titled it Supervisory Contract Specialist. The appellant agrees with the series determination, and requests that his position be titled Supervisory Contract Specialist, Acquisition Manager or Contracting Officer.

Contract Specialist is the approved title in the GS-1102 PCS covering positions, like the appellant's, that plan and conduct the contracting process from the description of requirements through contract delivery. The Supervisory prefix is added because the appellant's supervisory functions meet those defined as supervisory in the GSSG. Acquisition Manager and Contracting

Officer are not approved official titles in the GS-1102 PCS and cannot be used for classification purposes. However, the appellant's activity may use those titles for internal administration, program management or similar purposes. Therefore, the position is properly allocated as Supervisory Contract Specialist, GS-1102.

Grade Determination

Evaluation using GS-1102 PCS

The GS-1102 PCS is written in the Factor Evaluation System (FES) format. Positions graded under the FES format are compared to nine factors. Levels are assigned for each factor and the points associated with the assigned levels are totaled and converted to a grade level. Under the FES, factor level descriptions (FLD's) mark the minimum characteristics needed to receive credit for the described level. If a position fails to meet the criteria in a FLD in any significant aspect, the next lower level and its lower point value must be assigned unless an equally important aspect that meets a higher level balances the deficiency. The position may exceed those criteria in some aspects and still not be credited at a higher level. The benchmarks in the PCS provide a context for applying the FLD's to work in the occupation.

The appellant did not take issue with his activity's crediting of Levels 1-7, 8-2 and 9-2. Based on our analysis of the record, we concur with the crediting of Levels 1-7, 8-2 and 9-2. Our evaluation of his position, therefore, focuses on the remaining factors.

Factor 2, Supervisory controls

This factor covers the nature and extent of direct or indirect controls exercised by the supervisor, the employee's responsibility, and the review of completed work.

The activity has credited Level 2-5 and the appellant agrees. The PD of record reflects language typical of Level 2-5. It states that the appellant is delegated responsibility to establish priorities and objectives, plan, manage and direct procurement program functions for the medical center and serviced activities. He receives direction in terms of broadly defined programs and long-term objectives, and resolves major issues such as overall procurement strategy and policy. He develops contract specifications that require legal and technical review, and compiles controversial or sensitive issues for review and coordination by higher levels of authority.

Both Levels 2-4 and 2-5 describe positions of highly skilled procurement personnel who carry out their work largely independently. A major distinction is that at Level 2-4, the employee works within a program framework and receives project assignments. In contrast, Level 2-5 includes program authority with the employee responsible for designing the plans and strategies by which broad projects will be undertaken. At Level 2-4, work receives some degree of technical review for feasibility of the contracting approach. In contrast, review at Level 2-5 is for broader considerations such as impact on the overall procurement program or the economies achieved.

In the VA, a medical center is the lowest major organizational level subdivision charged with carrying out the basic health care mission of the agency over a limited geographic segment of the country. While assignment of Level 2-5 is based on the nature of supervisory controls, and not the position's location on an organization chart, the opportunity to work at Level 2-5 is most likely to take place in an agency headquarters setting. As illustrated in Benchmark 14-01 of the PCS, positions that work under administrative direction with assignments coming in the form of broadly defined missions and agency objectives are generally delegated full authority for contractual matters involving a discrete facet of the agency mission. In the benchmark, the position is delegated responsibility for planning, directing and coordinating contractual actions for the agency-wide application of a sophisticated and technologically advanced systems acquisition program.

Each organizational level below the headquarters of an agency generally has its own unique policies and standards that employees are required to observe in addition to agency and departmental policies and directives. Decisions made by employees under administrative direction are generally afforded the full weight of agency policy once they are implemented. Only in very rare circumstances would it be feasible for a contract specialist situated several organizational levels below the headquarters to be afforded the opportunity to have sufficient individual impact to decide on key elements of agency procurement policies or procedures. The appellant's program and policy authority is limited by the presence of the SAM. This position is responsible for planning, directing and managing a consolidated contracting activity program for all VISN facilities and representing the VISN on acquisition and material management issues with higher level organizations.

The appellant's program authority is also limited by the three levels of local supervision under which he works. Although the appellant's first and second level supervisors do not provide technical guidance to the appellant, they are held both technically and administratively responsible for the appellant's program as reflected in his performance standards. Technical supervision includes the responsibility of accepting or rejecting work. In the appellant's case, this includes determining how well the local acquisition program is meeting defined management needs. Level 2-4 recognizes that review is minimal in some positions in which employees have been delegated contracting officer authority and where requirements for formal reviews by higher authority are generally prescribed by agency regulations rather than the supervisor. These reviews are to assure compliance with all legal and regulatory requirements, and for the effectiveness of procurement strategy. While he has unlimited contracting authority, the appellant's position operates under a mandatory review system typical of Level 2-4. Therefore, we credit Level 2-4 (450 points).

Factor 3, Guidelines

This factor covers the nature of guidelines and the judgment needed to apply them. Individual jobs vary in the specificity, applicability and availability of the guidelines for performance of assignments.

The activity credited Level 3-3. The appellant believes that his position meets Level 3-5 because he does not receive any guidance locally. He uses the same regulatory guidance as the SAM. The appellant states that he must decide which requirements are mandatory versus discretionary. He is also responsible for providing guidance to medical center personnel who have delegated contracting or purchasing authority. The appellant's rationale suggests that policies and precedents are not available or applicable to much of his work typical of higher levels in the PCS. He points to legislative changes that permitted the medical center to enter into use of space agreements. As a result, the medical center entered into a best value contract with the township to manage and maintain the medical center golf course. The agreement produces limited income but provides for substantial maintenance cost avoidance. The appellant developed an agreement with the local YMCA to manage the pool and gym that avoids light maintenance costs and generates approximately \$50,000 each year. A third agreement is with a residential drug and alcohol abuse program that is located in a medical center building. The agreement, which provides excess space, utilities and meals, will generate approximately \$800,000 over three years. He points to his oversight of medical center credit card holders and internal policies that he has issued to his subordinate staff; and his small business set aside, construction, information technology support, and professional service contracts. He also cites his developing of a VISN-wide armored car service contract, and his current work on a VISN-wide filter contract as evidence of work at Level 3-5.

The PD of record states that numerous types and varieties of contracts are administered, requiring the appellant to interpret and identify the appropriate regulations for decision making. The appellant's work compares closely to Benchmark 11-01, with responsibility for a variety of supply, service and construction contracts at the medical center and its serviced activities. As in the benchmark, the appellant acquires IT equipment, software and related services; specialized hospital equipment and medical services; and architect/engineer services. Smaller construction projects consist of standard design and specifications; and modifications must be negotiated to accommodate changed site conditions, e.g., demolition and removal of existing walls and windows, relocation of heating and air conditioning systems, and modification of primary lighting and communication channels.

Typical of Level 3-3, guidelines available to the appellant include procurement regulations, precedents and historical information pertinent to the evaluation of price and basic elements of cost. However, contractual actions generally require adaptation, e.g., clarification of the statement of work, adaptation of clauses or provisions to fit the requirements, use of options for additional quantities. The appellant uses judgment in interpreting guidelines, in adapting procurement procedures, and in recommending approaches or solutions for specific problems, e.g., how to structure the armored car service and filter contracts to meet the specialized requirements of each activity. Judgment is required in locating potential suppliers, stimulating interest among local small businesses, performing basic analyses of costs based on prevailing material and labor costs, and in recommending modifications to the contractual arrangements. For example, the appellant negotiated a design-and-build set-aside contract to meet socio-economic program goals and compressed project timeframes. While use of space and similar agreements are new for the medical center, they are routinely used in other agencies. This level

fully covers the advice he provides to credit card users and his subordinate staff who deals with less complex contracts and purchases.

The appellant's most complex regular and recurring construction contracts (up to \$4 million) are for projects of the scope and complexity that meet the threshold of Level 3-4. As illustrated in Benchmark 12-01, such projects include large buildings, special purpose buildings and test structures or a major research facility where a substantial amount of special and collateral equipment is to be procured and installed. The appellant's current contracts cover modernizing several floors of hospital wards by changing them into separate rooms with bathrooms, and primary care units. This reflects construction contracting conditions requiring ingenuity and originality in interpreting, modifying, and extending guides, techniques, and precedents found at Level 3-4. As at that level, terms and conditions tailored to specific procurements are tantamount to rebuilding the structure within its current shell. Latent field conditions require careful attention to balancing the application of the guidelines in relation to technical needs and business considerations, e.g., justifying sole source fire alarm, nurse call and other systems to meet user requirements. Pricing data frequently is limited in use because of the age of the structures, lack of complete construction drawings, and unforeseen field changes. Negotiations on final price must consider risks if work is not done, and require devising financial cushions for latent field conditions. The appellant must interpret contract specifications and documents, advising activity managers on which take precedence. As at Level 3-4, these projects require monitoring a large number of subcontractors, e.g., 15 to 20 that require continuous assessment during contract administration for wage and labor practices. Typical of Level 3-4, the appellant uses experienced judgment and initiative in applying the principles underlying the guidelines, in evaluating and developing acquisition strategies to deal with these and equivalent issues, e.g., dealing with agency attorneys on terminating a small business set-aside contract with a contractor in default who has filed for bankruptcy.

The appellant's work fails to meet Level 3-5 where guidelines consist of legislation, broad and general policy statements, and procurement regulations involving one or more agencies, which require extensive interpretation. The employee is an authority on developing and interpreting procurement guidelines, policies, regulations, and/or legislation. Employees in staff positions generally draft agency procurement regulations or policies. Employees in operational positions handle procurements for which little or no contractual precedents exist to guide them in developing and modifying the procurement strategies necessitating original and creative effort to obtain a reasonable balance of interests or the redefinition of policy in the design and execution of the procurement. As illustrated in the PCS in Benchmark 13-01, operational positions are responsible for highly specialized complex procurements such as the research and development of major military weapons systems, or equivalent long-term social, economic, or health research and development projects. The appellant does not deal with contracts of this scope and complexity that require the development of long-range strategies, economic incentives, flexibility for future contract changes, and similar issues contemplated at Level 3-5. He works within procurement regulations and policies developed at levels above his in the agency. Therefore, the appellant's position meets the threshold for crediting Level 3-4 (450 points).

Factor 4, Complexity

This factor covers the nature, number, variety, and intricacy of tasks, steps, processes, or methods in the work performed; the difficulty in identifying what needs to be done; and the difficulty and originality involved in performing the work.

The activity has credited Level 4-4. The appellant believes that Level 4-5 should be credited because of the range of issues and types of contracts that he handles. These include managing supply and other functions in addition to contracting, and handling complex contracting issues, e.g., use of space agreements and a design and build contract for a road in a VA cemetery.

The appellant's managing of supply and other functions is part of his supervisory duties covered by application of the GSSG. They are not germane to our application of the GS-1102 PCS to his position.

The appellant regularly deals with the range of difficulties and complexities typical of Level 4-4. At that level, work typically involves varied duties requiring many different and unrelated processes and methods, with full operating competence in the well-established aspects of a contracting assignment. Assignments typically involve planning and carrying out preaward, postaward, price/cost analysis, or staff functions containing a variety of complexities such as: (1) specialized requirements; (2) using a variety of contract types; (3) inclusion of special provisions; (4) performing cost analysis; (5) reviewing and analyzing reports made by auditors, technical specialists, and production specialists to determine contractor responsibility or compliance with the terms of the contract; and (6) reviewing market to determine the availability of specialized items or services. Other complexities at this level include: (1) the presence of unfavorable market conditions; (2) situations where competition is limited because of the small quantity ordered or the urgency of the requirement; (3) identifying set-asides for small and disadvantaged business concerns; and (4) contractual periods ranging from six months to two years, or having short but very stringent time-frames. Decisions are based on analysis of alternatives, adaptation or modification of procedures, or resolution of incomplete or conflicting technical, program, or contractor data.

Illustrative of such work is obtaining supplies or services to meet the consolidated requirements of the agency or agencies involving such considerations as geographic dispersion of users and suppliers and the need to consider transportation and distribution problems and costs; or obtains equipment or facilities which involve unique or special design, manufacture, or construction, or which involve special performance characteristics, testing requirements, or preproduction samples and inspection requirements. In negotiated procurements, the employee obtains services, supplies, or construction for which previous experience and cost data are not directly applicable, such as applied research, the development of prototype equipment, complex services, or the construction of buildings involving unusual design features or site adaptation. The work requires making many decisions concerning such issues as the interpretation of a considerable amount of technical data and policy and regulatory information, and the planning and coordination of procurement activities for the preaward, postaward, or other contractual functions.

The contracts previously discussed include many of these characteristics. For example, the design and build contract that he cites reflects the short but very stringent timeframe typical of Level 4-4. The appellant is responsible for identifying set-asides. The equipment, material and services that he procures frequently involve specialized requirements and conditions. Construction and other more major contracts require cost analysis and the review of contractor responsibility, and design and site condition complexities typical of Level 4-4. As at that level, his VISN-wide contracts require meeting the needs of geographically disbursed users.

The appellant's work fails to meet Level 4-5. His work does not involve the breadth of planning and coordination, or depth of problem identification and analysis, stemming from the variety of the procurement functions or from the unknowns, changes or conflicts inherent in the issues typical of that level. For example, the medical center's phased construction projects do not involve the complications presented by extensive subcontracting envisioned at Level 4-5, e.g., for ship or aircraft overhaul. Thus, the contracts also fall short of the more demanding small or disadvantaged business considerations required at the prime and subcontractor levels typical of this level. Similarly, the scope and complexity of the contracts do not require the in-depth cost analysis found at Level 4-5, e.g., the use of economic forecasting techniques, evaluation of corporate structures where it is difficult to identify cost items properly chargeable to the prices under review, or analysis of subcontracts in addition to the proposal of the prime contractor for contracts of this scope and complexity. The appellant does not routinely use the more complex contracting methods also typical of Level 4-5, e.g., cost reimbursable and sole source fixed-price contracts with price redetermination or with extensive special provisions, or cost and performance incentive provisions. His most complex termination issues, e.g., the bankrupt set-aside contractor, fall short of terminations involving settlements of contracts for work performed over several years, or settling claims of a variety of prime contractors found at Level 4-5. Therefore, we credit Level 4-4 (225 points).

Factor 5, Scope and effect

This factor covers the relationship between the nature of the work (i.e., the purpose, breadth, and depth of the assignment) and the effect of work products or services both within and outside the organization.

The activity has credited Level 5-4. The appellant states that his position meets Level 5-5 because his work affects other agencies, e.g., the National Guard and Department of the Army. He says that if he did not do his part, people could not be treated in the medical center.

As at Level 5-4, the purpose of the appellant's work is to furnish advisory, planning, and reviewing services on medical center acquisition problems and projects. Typical of this level, his contract negotiation, award, administration, and termination work carries contracting officer authority within prescribed money limits for all contractual actions. As at Level 5-4, the appellant's more complex assignments include planning, coordinating, and leading negotiations for a variety of complex contracts, contract modifications, or termination actions, e.g., those which accommodate possible changes in program requirements, and involve subcontractors.

This work requires conducting in-depth analyses of contractors' financial and management systems and facilities for ability to perform or for compliance with Government or contractual requirements typical of this factor level. The appellant's VISN-wide contracts deal with the consolidated requirements typically found at this level. The appellant's program management responsibilities include establishing procedures for implementing procurement policies or regulations found at Level 5-4. As at Level 5-4, his work products affect the work of various offices or locations, e.g., throughout the VISN. The appellant's work also affects the timely support of other organizations, e.g., the National Guard and components of the Department of the Army. The appellant's larger contracts have the significant economic impact on contractors and the local economy envisioned at Level 5-4.

The appellant's position does not meet Level 5-5 where the purpose of the work is to resolve critical problems, or develop new approaches for use by other contract specialists, or for use in planning, negotiating, awarding, administering, and/or settling the termination of major procurements. Procurements of this scope cover long-term systems, programs, or projects (i.e., five years). Contract administration for these long-term contracts includes delegated final authority to obligate funds in connection with most transactions and, as required, serving as team leader over a group of specialists whose services and advice are used in order to arrive at a decision. As discussed previously, the VA acquisition program does not delegate authority to medical centers for procurements of this scope and complexity. Similarly, other work found at Level 5-5, e.g., establishing and advocating positions for the region, command, administration, agency or department on major procurement issues; and developing procurement regulations, extending techniques, interpreting policy for use by other contracting specialists, is retained at higher organizational levels in the agency. Therefore, the appellant's work falls short of the mission and economic impact of the large-scale, long-term procurements at Level 5-5. Level 5-4 (225 points) is credited.

Factor 6, Personal contacts

This factor includes face-to-face and telephone contact and other dialogue with persons not in the supervisory chain essential for successful performance of the work and which have a demonstrable impact on the difficulty and responsibility of the work performed. It considers what is required to make the initial contact, the difficulty of communicating with those contacted, and the setting in which the contact takes place, e.g., the degree to which the employee and those contacted recognize their relative roles and authorities.

The activity has credited Level 6-3. The appellant states that his work meets Level 6-4 based on his dealings with the Department of Labor on wage rates and with the Small Business Administration on the set-aside program. We find that the appellant's regular and recurring contacts meet Level 6-3. As at that level, he meets with officials and groups, e.g., at small business fairs outside the agency in a moderately unstructured setting, e.g., the purpose and extent of each contact is usually different, and the role and authority of each party is identified and developed during the course of the contact. Typical of Level 6-3, his contacts include contractors, manufacturers' representatives, attorneys, State and local governments, and other Federal agencies, e.g., other departments or activities outside the chain of command.

The appellant does not routinely have the high level contacts in the problematic setting found at Level 6-4. For example, his contacts with congressional staff are on informational matters, e.g., how a constituent's company can bid on a contract or access the set-aside program. The appellant's construction and other corporate official contacts fall short of meeting with officials representing organizations with the impact and stature intended at Level 6-4, e.g., key representatives of national or international organizations. The appellant meets with heads of small activities, and not key officials from other Federal agencies such as heads of major field activities or commands, bureau-level heads or comparable personnel typical of Level 6-4. Unlike Level 6-4, the appellant deals with local government officials on contract issues, and not State governors or mayors of large cities found at Level 6-4. Therefore, we credit Level 6-3 (60 points).

Factor 7, Purpose of contacts

The purpose of contacts ranges from factual exchanges of information to situations involving significant or controversial issues and differing viewpoints, goals, or objectives. The personal contacts which serve as the basis for the level selected for this factor must be the same as the contacts selected for Factor 6.

The activity has credited Level 7-3. The appellant states that his work meets Level 7-4. As at Level 7-3, the appellant's contacts are to obtain agreement on previously determined goals and objectives through negotiation, persuasion, and advocacy. The individuals or groups are frequently uncooperative, have different negotiation objectives, or represent divergent interests, e.g., contractors who attempt to maximize profit. The appellant must be skillful in obtaining compliance with procurement requirements through persuasion, and obtaining reasonable prices, terms, or settlements for the Government through negotiation. As at this level, the appellant works with medical center managers to plan a procurement strategy for program objectives. He negotiates with contractors to meet objectives established in a pre-negotiation plan and to obtain a contractual agreement that is in the best interest of the Government. As at Level 7-3, the appellant negotiates post-award modifications, termination settlements, pricing and other actions. Typical of Level 7-3, he justifies contractual approaches to higher level reviewing officials.

The appellant's contacts do not meet Level 7-4. While he may have to justify, defend, negotiate, or settle matters that are significant to the medical center, they are not for procurements of Level 7-4 consequence and importance, e.g., major and other large systems acquisition programs, negotiation with management representatives of other agencies, or representatives of foreign governments or international organizations. Similarly, while his settlement of contracts may have significant adverse impact on the contractor's financial posture, they are not on the contract situations of the scope and complexity envisioned at Level 7-4. Therefore, we credit Level 7-3 (120 points).

Summary

In summary, we have credited the position as follows:

<i>Factor</i>	<i>Level</i>	<i>Points</i>
1. Knowledge required by the position	1-7	1,250
2. Supervisory controls	2-4	450
3. Guidelines	3-4	450
4. Complexity	4-4	225
5. Scope and effect	5-4	225
6. Personal contacts	6-3	60
7. Purpose of contacts	7-3	120
8. Physical demands	8-2	20
9. Work environment	9-2	2-
Total points:		2,820

A total of 2,820 points falls within the GS-12 grade level point range of 2,755-3,150 points in the PCS's Grade Conversion Table.

Evaluation using GSSG

The appellant did not dispute the activity's application of the GSSG to his position. Based on our review of the record, we agree with the levels credited. Our analysis fully considers the appellant's supervision of supply and other non-contracting functions.

Summary applying the GSSG

<i>Factor</i>	<i>Level</i>	<i>Points</i>
1. Program scope effect	1-2	350
2. Organizational setting	2-1	100
3. Supervisory and managerial authority exercised	3-2c	450
4. Personal contacts		
Nature of contacts	4A2	50
Purpose of contacts	4B3	100
5. Difficulty of typical work directed	5-4	505
6. Other conditions	6-3	975
Total points:		2,530

A total of 2,530 points fall within the GS-11 grade level point range of 2,355-2,750 points on the Grade Conversion Table in the GSSG.

Decision

The position is properly classified as Supervisory Contract Specialist, GS-1102-12.