

**SHERMAN S. STARTZ v. DEPARTMENT OF THE ARMY**  
**Docket # SF-1221-23-0258-W-1**  
**Response to ORDER ON JURISDICTION AND PROOF REQUIREMENTS**  
**Summary Page**

**Case Title :** SHERMAN S. STARTZ v. DEPARTMENT OF THE ARMY

**Docket Number :** SF-1221-23-0258-W-1

**Pleading Title :** Response to ORDER ON JURISDICTION AND PROOF REQUIREMENTS

**Filer's Name :** Sherman S. Startz

**Filer's Pleading Role :** Appellant

**Details about the supporting documentation**

#	Title/ Description	Mode of Delivery
1	Attachment 1 Melanie Morris Emails	Uploaded
2	Attachment 2 OSC Emails	Uploaded
3	Attachment 3 OSC Initial Report 2-10-2023	Uploaded
4	Attachment 4 STARTZ RESPONSE to OSC	Uploaded
5	Attachment 5 DoD OIG Report for Disclosure	Uploaded
6	Attachment 6 OSC Open and Close Documents	Uploaded
7	Attachment 7 FLOORING FRAUD CASE McColloch	Uploaded
8	Attachment 8 Job Description Startz	Uploaded
9	Attachment 9 Startz Separation Package	Uploaded

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**SHERMAN S. STARTZ v. DEPARTMENT OF THE ARMY**

Docket # SF-1221-23-0258-W-1

**Response to ORDER ON JURISDICTION AND PROOF REQUIREMENTS**

**Online Interview**

1. Would you like to enter the text online or upload a file containing the pleading?

See attached pleading text document

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2. Does your pleading assert facts that you know from your personal knowledge?

Yes

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3. Do you declare, under penalty of perjury, that the facts stated in this pleading are true and correct?

Yes

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Come now SHERMAN SHELBY STARTZ, Jr.; PRO SE Appellant, with a pleading in the Appeal of SF-1221-23-0258-W-1; Whistleblower Retaliation and Other Protected Activity after exhausting all remedies through the Office of Special Council and having received a closeout letter with IRA; Individual Right of Action. Having exhausted all courses of action and remedies:

#### STATEMENT OF FACTS AND EVIDENCE

- 1) Protected Disclosure – I was retaliated against by Senior Federal Officials, fellow workers and members of two prime contractors; Patrick Constructors and Aleut Federal, both owned by an Alaskan Native Corporation, The Aleut Corporation. This retaliation came in the form of gross and unusual conduct towards me that ultimately resulted in not only a loss of employment but also extreme damage to my career. This retaliation was done in an effort to avoid detection for what was ultimately proven to be gross example of fraud and serious SHERMAN ACT / Anti-Trust Violation which occurred in an effort for Federal Employees and private contractors and ALEUT CORPORATION to defraud the United States ARMY through improperly awarding contracts, Billing Irregularities and out right price hikes. The retaliation towards me was in an effort to avoid detection of a long running plan to defraud the government and included a growth evolution; second generation of fraudulent government employees, private citizens and Prime Contractors performing construction on Fort Wainwright Alaska. In an effort to better understand the evolution of this “Whistleblower Retaliation” and “theft” as well as the involvement of Aleut Corporation, please see some of the email exchanges between Corporate Head of HR, Melanie Morris of Aleut Corporation. This shows examples of constructive collaborative efforts to address and correct gross and repeated examples of serious safety violations, my efforts to work collaboratively with ALEUT. The email exchange includes (upon Melanie’s request) emails sent to the Department of Army and US Army Corp of Engineers. My efforts just hours before termination and what subsequently followed were sound educated observations being called out. Ultimately, I realized this too was one on the many projects (FTW 435) that government and prime contractor employees were stealing by using inferior, non-approved flooring material. Please see **Attachment 1**, Melanie Morris Email. Also **Attachment 7** is the Flooring Fraud Case brought forward by DOJ on September August 25, 2022 – 2 months after my termination and directly connected to all the other fraud I had discovered and was trying to expose; an effort my caution on trying to protect Army security could have been lost in the entire equation.
- 2) The Dates Protected Activity took place. There are many dates and in fact some span over a period of time considering they are construction projects. Some of the provided dates to OSC are projects I was actually on or researched (looking back at similar project files from previous years which involved all the same conspirators and companies) looking for similarities and “consistent inconsistencies.” See **Attachment 2**. Email to OSC with initial summary of activity; **Attachment 3**, OSC INITIAL RESPONSE on Disclosure 2-10-2023; **Attachment 4**, Response to OSC 2-11-2023.

- 3) The individuals to whom I made Disclosure. DoD OIG as suggest in OSC Letter submitted as **Attachment 3**. Please find attached my response from DoD OIG upon reporting the Fraud (Stealing) and Whistleblower Retaliation; **Attachment 5**.
- 4) Why my description of the truth is reasonable. As previously stated, I was treated very badly by Formal Senior Government Officials, Civilian Workers and ALEUT Corporation as both a Civilian Employee and ultimately a Federal Employee engaging in protected activity as a Construction Control Inspector, following my specific job duties with professionalism and integrity. In doing so I was set up, lied about, called a spy, mole and then fired for no reason other than I was a problem. This conduct occurred frequently and without warning and cost me my job. This conduct towards me was with MALICE AND INTENT, in an effort to ruin my career and cause great harm to me. This conduct was mainly driven by Senior Government Officials who intended to continue to defraud the government and I was “going” to be in the way since I had already attracted negative attention to a project being exploited; FTW 435. This conduct was with no regard to the financial and emotional damage it could cause, This conduct was compounded after I reached out to Fort Wainwright Employee Assistance Department and express PTSD issues as a result of the retaliation I had received from many contractors on Fort Wainwright and most recently by Patrick Constructors. This EEO outcry was communicated by me to David Zrna, my senior. A corrupt and disturbing example of a Government Employee who not only did not respond to my request for accommodation of not being assigned to any ALEUT FEDERAL projects, but actually used this as a tool to further make my life miserable attempting to cause me to quit or have a meltdown. I did not quit or ever melt down. Examples of this treatment are described throughout this exchange of information to MSPB in case SF-315H-22-0532-I-1, which is in process at MSPB in Washington DC.
- 5) The Action the Agency Took of Failed to Take – I was brutally fired in a gross public display as if I were a criminal when in fact these people involved MATT SCHAFER, DENNIS KENNEDY, TANYA CLOOTEN, DAVID ZRNA MATT TAYLOR, JASON WEBB; all US ARMY GOVERNMENT EMPLOYEES and MELANIE MORRIS, JEREMY JONES of ALEUT CORP. / PATRICK CONSTRUCTORS and BENJAMIN PLUMELY (aka Benjamin Mccollock) and DAVID BROWN of ALEUT FEDERAL. They all conspired against me, Violating NOT ONLY Prohibited Personnel Practices
  - *PPP 3. coerce the political activity of any person (including the providing of any political contribution or service), or take any action against any employee or applicant for employment as a reprisal for the refusal of any person to engage in such political activity;* Repeated examples.
  - *PPP 4 , deceive or willfully obstruct any person with respect to such person's right to compete for employment;* Mainly Tanya Clooten and David Zrna with the fictitious job I interviewed for which in fact I never even applied.
  - *PPP 5, influence any person to withdraw from competition for any position for the purpose of improving or injuring the prospects of any other person for employment;*

Mainly Tanya Clooten and David Zrna with the fictitious job I interviewed for which in fact I never even applied.

- PPP 8 (A) (ii) and PPP 8 (B) (i) (ii) *take or fail to take, or threaten to take or fail to take, a personnel action with respect to any employee or applicant for employment because of—*

PPP 8 (A) (ii)

- i. *any disclosure of information by an employee or applicant which the employee or applicant reasonably believes evidences—a violation of any law, rule, or regulation, or*
  - ii. *gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, if such disclosure is not specifically prohibited by law and if such information is not specifically required by Executive order to be kept secret in the interest of national defense or the conduct of foreign affairs; or*
- 
- B. *any disclosure to the Special Counsel, or to the Inspector General of an agency or another employee designated by the head of the agency to receive such disclosures, of information which the employee or applicant reasonably believes evidences—*
  - i. *a violation of any law, rule, or regulation, or*
  - ii. *gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety*

None of the individual involved complied with this PPP and in fact I would guess they have never heard of it much less other employment law; they simply did not care who they used, hurt or abused in an effort to carry out and carry on the fraud.

- A. PPP 9 - *Take or fail to take, or threaten to take or fail to take, any personnel action against any employee or applicant for employment because of—*
- C. *for refusing to obey an order that would require the individual to violate a law, a rule or regulation;*

I recognized fraud and refused to sign documentation goods and services not provided. I was grossly treated with MALICE and INTENT AND THEN TERMINATED.

- PPP 12 - *take or fail to take any other personnel action if the taking of or failure to take such action violates any law, rule, or regulation implementing, or directly*

*concerning, the merit system principles contained in section 2301 of this title.* This basically is the finality of their conduct – I refused to be an unwitting fall guy as a QA. I would not violate Law, ARMY Regulation and my own Job Description and then I was brutally fired for no good reason brutally with MALICE and INTENT.

- 6.) Why I believe the disclosure activity was a contributing factor to the action. I am getting the feeling, not only based on the actions of my coworkers, boss David Zrna that I was obviously a problem and based on what I have concluded since, this compromised group of Senior Federal Employees would stop at nothing or stop for nobody in an effort to ruin anyone who might get in their way and result in them getting caught for the theft that has been and would have continued had I not come along.
- 7) The date of the complaint to OSC and the date of OSC was terminating investigation

I reported to OSC 12/29/2022 and received closure on 3/22/2023 Submitted as Attachment 6

**PRAYER** – I pray the Honorable Administrative Judge Michael Shachat will grant immediate relief. It is Pro Se Appellant Sherman Shelby Startz has suffered great damages both emotionally, physically and economically. It is my hope and prayer the Honorable Administrative Judge will see the horrible injustice suffered by me with the malicious and illegal conduct of Senior Government Officials working on behalf of the United States Army in collusion with Civilian Employees of Prime Construction Contractors and ALEUT Corporation. I am seeking the most aggressive and liberal damages allowed by law. It is my hope that the Honorable Administrative Judge will seek the greatest punishment allowed by law, up to and including firing squad (if the Army wants that) of all these horrible people who have, with no regard to law and ethics took from innocent people. It is my hope the honorable Administrative Judge will not only enforce my Disclosure to the DoD OIG for fraud, but also enforce my Civil Rights USC 18 241, 242, and 245 and cause punishment both economically and criminally against The Federal employees involved , civilian employees involved and ALEUT Corporation for the gross violation of my civil right. I pray Administrative Judge Michael Shachat will reinstate my employment, back pay and benefits and allow me to gain employment with the DoD somewhere immediately please; likely not on Fort Wainwright as I have no doubt many folks don't care for me much now. I am literally about to collapse financially, and am struggling.

As stated in 28 U.S Code 1746 Unsworn Declaration Under Penalty of Perjury

*Wherever, under any law of the United States or under any rule, regulation, order, or requirement made pursuant to law, any matter is required or permitted to be supported, evidenced, established, or proved by the sworn declaration, verification, certificate, statement, oath, or affidavit, in writing of the person making the same (other than a deposition, or an oath of office, or an oath required to be taken before a specified official other than a notary public),*

*such matter may, with like force and effect, be supported, evidenced, established, or proved by the unsworn declaration, certificate, verification, or statement, in writing of such person which is subscribed by him, as true under penalty of perjury, and dated, in substantially the following form:*

**(1) If executed without the United States:** "I, **SHERMAN SHELBY STARTZ**, declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

X

Executed on (3-28-2023).() Sherman Shelby Startz

**(2) If executed within the United States, its territories, possessions, or commonwealths:** "I declare (or certify, verify, or state) under penalty of perjury that the foregoing is true and correct. Executed on (3-28-2023).

X

Sherman Shelby Startz

Attachment:

- 1) Melanie Morris Emails
- 2) OSC Emails
- 3) OSC Initial Report
- 4) Response to OSC
- 5) DoD OIG Report
- 6) OSC Open and Close Letter
- 7) Flooring Fraud Case Fairbanks
- 8) Job Description for Construction Control Inspector Startz

**From:** [Melanie Morris](#)  
**To:** [shelbystartz@outlook.com](mailto:shelbystartz@outlook.com)  
**Subject:** RE: [External] Thank you  
**Date:** Wednesday, September 29, 2021 4:21:48 PM  
**Attachments:** [image001.png](#)

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Hi Shelby. I know it's almost end of day and I am trying to finish up looking into the below so I can get back with you.

It may be early tomorrow, but working my best to wrap things up on my end.

Appreciate your patience!

Melanie

**Melanie Morris, PHR, SHRM – CP**

**Senior Human Resources Manager**

Aleut Corporation

4000 Old Seward Hwy, Suite 300

Anchorage, Alaska 99503

Phone 907.561.4300 | Fax 907.563.4328

[www.aleutcorp.com](http://www.aleutcorp.com)



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**From:** Sherman Startz <shelbystartz@outlook.com>

**Sent:** Tuesday, September 28, 2021 8:14 AM

**To:** Melanie Morris <[MMorris@aleutcorp.com](mailto:MMorris@aleutcorp.com)>

**Subject:** [External] Thank you

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Melanie Morris,

Thank you for taking the time to hear me out and look into the possibility of re-employment; I do appreciate it.

It is my hope that a role can be salvaged from this retaliatory termination. You may or may not be aware the Army Corp of Engineers received a notice of concern (email) from me regarding the Lock Out Tag Out non-compliance and the problem I was having getting Jeremy Jones to properly address this safety concern. It seems Jeremy Jones was more concerned about not “upsetting” Melvin Weeks; according to Jeremy Jones; “Mel has a special relationship with GHEMM and FULFORD ELECTRIC, and we don’t upset the apple cart and make them do anything they don’t want to do, or make them look bad”. A disturbing response to say the least and lends itself to poor ethical decision making on Jeremy Jones and Melvin Weeks part and appear to be negligent. This is a reflection on Patrick Constructors Inc, Patrick Mechanical Inc. and ultimately on Aleut. The fact is the email sent to the Corp with concern was not the first reporting. I had actually verbally reported to Thomas Thorton with the Corp of Engineers earlier that day and informed him I was working on a resolve or I would not be accepting this role and the COE intervention would be necessary. Literally 4 hours later I was fired. This appears to be direct retaliation recognized by your client; the Army Corp of Engineers; to a very high level I might add. I simply cannot in good faith turn my back on such obvious non compliance to serious safety items. I do not share the same allegiance to GHEMM and FULFORD ELECTRIC as Jeremy Jones and Melvin Weeks.

This clearly looks and is retaliation for reporting blatant non compliance of critical life saving safety rules. Remember I first pointed to this concern even before going out on this project back in July.

Jeremy Jones allowed this problem to perpetuate; which speaks loudly to knowing and willful misconduct and had someone been electrocuted it would could have been very serious, including potentially jail.

See the potential cost had AKOSH or OSHA been called rather than simply reporting to the COE.

<https://www.enr.com/articles/41800-firms-face-882k-safety-fine-for-alaska-power-project-violations>

The hopes of regaining my employment will enable me to get back to work and PCL / PMI and Aleut to save face in what is considered a non-safety supportive approach to addressing safety concerns on an Army Corp of Engineers project by Patrick Constructor Inc.

I would rather just get back to work and avoid any further Army Corp of Engineer inquiries as well as finding myself filing a wrongful termination claim / whistle blower retaliation claim against PCL and Aleut.

Your considerations is appreciated.

Respectfully

S. Shelby Startz

**From:** [Melanie Morris](#)  
**To:** [shelbystartz@outlook.com](mailto:shelbystartz@outlook.com)  
**Subject:** RE: [External] Re: [External] RE: [External] RE: Follow up  
**Date:** Friday, October 8, 2021 2:17:20 PM  
**Attachments:** [image001.png](#)

---

Hi Shelby. I sent a note letting you know that I would have to call around 3:30. Hopefully that works for you.

I will call you.

Thanks!

Melanie

**Melanie Morris, PHR, SHRM – CP**  
**Senior Human Resources Manager**

Aleut Corporation  
4000 Old Seward Hwy, Suite 300  
Anchorage, Alaska 99503  
Phone 907.561.4300 | Fax 907.563.4328  
[www.aleutcorp.com](http://www.aleutcorp.com)



---

**From:** Sherman Startz <[shelbystartz@outlook.com](mailto:shelbystartz@outlook.com)>

**Sent:** Friday, October 8, 2021 2:13 PM

**To:** Melanie Morris <[MMorris@aleutcorp.com](mailto:MMorris@aleutcorp.com)>

**Subject:** [External] Re: [External] RE: [External] RE: Follow up

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Are we still on? Were you wanting me to call you?

Sent from my iPhone

On Oct 7, 2021, at 3:44 PM, Melanie Morris <[MMorris@aleutcorp.com](mailto:MMorris@aleutcorp.com)> wrote:

Perfect, thanks Shelby. Talk soon.

**Melanie Morris, PHR, SHRM – CP**  
**Senior Human Resources Manager**

Aleut Corporation  
4000 Old Seward Hwy, Suite 300  
Anchorage, Alaska 99503  
Phone 907.561.4300 | Fax 907.563.4328  
[www.aleutcorp.com](http://www.aleutcorp.com)  
<image001.png>

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**From:** Sherman Startz <[shelbystartz@outlook.com](mailto:shelbystartz@outlook.com)>

**Sent:** Thursday, October 7, 2021 1:37 PM

**To:** Melanie Morris <[MMorris@aleutcorp.com](mailto:MMorris@aleutcorp.com)>

**Subject:** [External] RE: [External] RE: Follow up

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

---

Yes, I will make sure I am available to chat.

907-231-9270

Respectfully

S. Shelby Startz

---

**From:** Melanie Morris <[MMorris@aleutcorp.com](mailto:MMorris@aleutcorp.com)>

**Sent:** Thursday, October 7, 2021 1:30 PM

**To:** Sherman Startz <[shelbystartz@outlook.com](mailto:shelbystartz@outlook.com)>

**Subject:** RE: [External] RE: Follow up

Hi Shelby. Yes. I would like to ask some follow up questions for you. Can we meet tomorrow afternoon at 2pm?

If so, what number should I call you on?

Melanie Morris, PHR, SHRM – CP

Senior Human Resources Manager

Aleut Corporation

4000 Old Seward Hwy, Suite 300

Anchorage, Alaska 99503

Phone 907.561.4300 | Fax 907.563.4328

[www.aleutcorp.com](http://www.aleutcorp.com)

<image001.png>

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**From:** Sherman Startz <[shelbystartz@outlook.com](mailto:shelbystartz@outlook.com)>

**Sent:** Thursday, October 7, 2021 1:19 PM

**To:** Melanie Morris <[MMorris@aleutcorp.com](mailto:MMorris@aleutcorp.com)>

**Subject:** [External] RE: Follow up

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good day,

Are you still investigating and considering me for re-employment?

Respectfully

---

**From:** Melanie Morris <[MMorris@aleutcorp.com](mailto:MMorris@aleutcorp.com)>

**Sent:** Thursday, September 30, 2021 2:43 PM

**To:** Sherman Startz <[shelbystartz@outlook.com](mailto:shelbystartz@outlook.com)>

**Subject:** Follow up

Hi Shelby. I will need a bit more time to conduct a thorough review of your claims.

Any documentation you have would be helpful. For example, you mention about the concerns you brought forward to the Army Corp. If you have those emails, please send them. Also, if you have any communications between yourself and Jeremy that you haven't already sent, please send.

I will most likely need to connect with you once I have all the documentation that I have requested from the other parties involved. I will ensure to keep you updated on my progress.

Thank you Shelby.

Melanie

Melanie Morris, PHR, SHRM – CP

Senior Human Resources Manager

Aleut Corporation

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Anchorage, Alaska 99503  
Phone 907.561.4300 | Fax 907.563.4328  
[www.aleutcorp.com](http://www.aleutcorp.com)  
<image001.png>

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**From:** Sherman Startz <[shelbystartz@outlook.com](mailto:shelbystartz@outlook.com)>  
**Sent:** Thursday, September 30, 2021 9:31 AM  
**To:** Melanie Morris <[MMorris@aleutcorp.com](mailto:MMorris@aleutcorp.com)>  
**Subject:** [External] RE: [External] Re: [External] Thank you

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

OK, you need anything from me in the way of information; emails demonstrating timelines and so on?

Respectfully

---

**From:** Melanie Morris <[MMorris@aleutcorp.com](mailto:MMorris@aleutcorp.com)>  
**Sent:** Thursday, September 30, 2021 9:24 AM  
**To:** Sherman Startz <[shelbystartz@outlook.com](mailto:shelbystartz@outlook.com)>  
**Subject:** RE: [External] Re: [External] Thank you

Good morning Shelby. I have a meeting at 10:30 to hopefully finalize the review of your concerns and request.

I will follow up by end of day.

Melanie

**Melanie Morris, PHR, SHRM – CP**  
**Senior Human Resources Manager**

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Anchorage, Alaska 99503  
Phone 907.561.4300 | Fax 907.563.4328  
[www.aleutcorp.com](http://www.aleutcorp.com)  
<image001.png>

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**From:** Sherman Startz <[shelbystartz@outlook.com](mailto:shelbystartz@outlook.com)>  
**Sent:** Wednesday, September 29, 2021 5:42 PM  
**To:** Melanie Morris <[MMorris@aleutcorp.com](mailto:MMorris@aleutcorp.com)>  
**Subject:** [External] Re: [External] Thank you

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you

Sent from my iPhone

On Sep 29, 2021, at 4:21 PM, Melanie Morris <[MMorris@aleutcorp.com](mailto:MMorris@aleutcorp.com)> wrote:

Hi Shelby. I know it's almost end of day and I am trying to finish up looking into the below so I can get back with you.  
It may be early tomorrow, but working my best to wrap things up on

my end.

Appreciate your patience!

Melanie

Melanie Morris, PHR, SHRM – CP  
Senior Human Resources Manager

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[www.aleutcorp.com](http://www.aleutcorp.com)

<image001.png>

---

**From:** Sherman Startz <[shelbystartz@outlook.com](mailto:shelbystartz@outlook.com)>

**Sent:** Tuesday, September 28, 2021 8:14 AM

**To:** Melanie Morris <[MMorris@aleutcorp.com](mailto:MMorris@aleutcorp.com)>

**Subject:** [External] Thank you

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Melanie Morris,

Thank you for taking the time to hear me out and look into the possibility of re-employment; I do appreciate it.

It is my hope that a role can be salvaged from this retaliatory termination. You may or may not be aware the Army Corp of Engineers received a notice of concern (email) from me regarding the Lock Out Tag Out non-compliance and the problem I was having getting Jeremy Jones to properly address this safety concern. It seems Jeremy Jones was more concerned about not “upsetting” Melvin Weeks; according to Jeremy Jones; “Mel has a special relationship with GHEMM and FULFORD ELECTRIC, and we don’t upset the apple cart and make them do anything they don’t want to do, or make them look bad”. A disturbing response to say the least and lends itself to poor ethical decision making on Jeremy Jones and Melvin Weeks part and appear to be negligent. This is a reflection on Patrick Constructors Inc, Patrick Mechanical Inc. and ultimately on Aleut. The fact is the email sent to the Corp with concern was not the first reporting. I had actually verbally reported to Thomas Thornton with the Corp of Engineers earlier that day and informed him I was working on a resolve or I would not be accepting this role and the COE intervention would be necessary. Literally 4 hours later I was fired. This appears to be direct retaliation recognized by your client; the Army Corp of Engineers; to a very high level I might add. I simply cannot in good faith turn my back on such obvious non compliance to serious safety items. I do not share the same allegiance to GHEMM and FULFORD ELECTRIC as Jeremy Jones and Melvin Weeks.

This clearly looks and is retaliation for reporting blatant non compliance of critical life saving safety rules. Remember I first pointed to this concern even before going out on this project back in July. Jeremy Jones allowed this problem to perpetuate; which speaks loudly to knowing and willful

misconduct and had someone been electrocuted it would could have been very serious, including potentially jail.

See the potential cost had AKOSH or OSHA been called rather than simply reporting to the COE.

<https://www.enr.com/articles/41800-firms-face-882k-safety-fine-for-alaska-power-project-violations>

The hopes of regaining my employment will enable me to get back to work and PCL / PMI and Aleut to save face in what is considered a non-safety supportive approach to addressing safety concerns on an Army Corp of Engineers project by Patrick Constructor Inc.

I would rather just get back to work and avoid any further Army Corp of Engineer inquiries as well as finding myself filing a wrongful termination claim / whistle blower retaliation claim against PCL and Aleut.

Your considerations is appreciated.

Respectfully

S. Shelby Startz

**From:** [Melanie Morris](#)  
**To:** [shelbystartz@outlook.com](mailto:shelbystartz@outlook.com)  
**Subject:** RE: [External] FW: FTW 435 Revitalize Barracks Safety Concerns  
**Date:** Thursday, September 30, 2021 2:59:06 PM  
**Attachments:** [image001.png](#)

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Thank you Shelby. By chance did you get a response for this or the other email?

Melanie Morris, PHR, SHRM – CP  
Senior Human Resources Manager

Aleut Corporation  
4000 Old Seward Hwy, Suite 300  
Anchorage, Alaska 99503  
Phone 907.561.4300 | Fax 907.563.4328  
[www.aleutcorp.com](http://www.aleutcorp.com)



**From:** Sherman Startz <[shelbystartz@outlook.com](mailto:shelbystartz@outlook.com)>  
**Sent:** Thursday, September 30, 2021 2:55 PM  
**To:** Melanie Morris <[MMorris@aleutcorp.com](mailto:MMorris@aleutcorp.com)>  
**Subject:** [External] FW: FTW 435 Revitalize Barracks Safety Concerns

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

The next day

---

**From:** Sherman Startz  
**Sent:** Tuesday, September 21, 2021 7:55 AM  
**To:** Thornton, Thomas Mark CIV USARMY CEPOA (USA) <[thomas.m.thornton@usace.army.mil](mailto:thomas.m.thornton@usace.army.mil)>;  
[John.D.Hammett@usace.army.mil](mailto:John.D.Hammett@usace.army.mil); [David.Prado@usace.army.mil](mailto:David.Prado@usace.army.mil)  
**Cc:** [POA.ExecutiveOffice@usace.army.mil](mailto:POA.ExecutiveOffice@usace.army.mil)

**Subject:** FTW 435 Revitalize Barracks Safety Concerns

On FTW 435 -- areas of open concern.

The Hazard Communication program is non-existent. There is a throw down binder of SDS but it is not job specific ad does not meet COE or OSHA standards.

No emergency action plan posting.

No 300 on site or first aid log.

No Traffic Control plan for the worst spot anyone could have chosen for an office.

Most alarming is the LOTO is not being followed at all. I addressed it directly on day 1 with the Competent Person from Fullford Electric; day 2 and day 3. On the beginning of the second full week on the job I demanded Jeremy get involved and he did; but nothing moved after that. I kept telling him day after day nothing is happening and he even told me to just go complete the paperwork myself. I was shocked at his lack of understanding. Then at last weeks meeting hearing the dissertation of Safety Items deficient and knowing he is not supporting me like I needed and in-fact was directing me wrong, I decided enough for me here. This is a very unsettling situation with the construction being open to soldiers and no real barrier to prevent entry into the work site; LOTO needs to be solid on every level including hanging the permit at the box while work is underway; start to finish.

The poorly written APP is lacking an org chart (a critical element that avoids this situation) and was signed off by a CHST OHST. This credentialing does not meet the COE criteria for an approver.

After 2 weeks of filling in for the SSHO, and realizing how much this project was disconnected and seeing how Jeremy was tying my hands, debating what the safety should look like and how it is to be delivered on the job I chose to not take the role; wanting to go back to the position I was hired; CQCSM; requesting the same in an email sent to Jeremy 9-20-2021 in the early morning hours, I instead was fired on the evening of 9-20-2021.

The COE has sent in inspector to check the safety on this job, and the programs I am speaking of "passed" only because a genuine examination of work products was not reviewed (it could not have been because it is not there); especially like an agent or plaintiff attorney would look at it. Just poor work on so many level and it is happening all over. Not genuine safety but smoke and mirrors. I am sure there are some that still take it seriously but this early stage "Prime Contractor" and so many like them do not.

Jeremy Jones will act as if this was about me and respect, when the truth is seeing the conditions of the SMS on the project, and knowing full well he watched this non-compliance and allowed it to get the shape it was in; seeing he "he out smarted the COE" by adding himself as ALT SSHO so the project could be staffed by anyone American Health and Safety could find, and worse the project going week after week with no SSHO; I did loose respect for him. Jeremy Jones interpretation of safety compliance is complicit, negligent and he should not be accepted as even interim SSHO. His motivation is too bottom line influenced; which for a PM is normal but not an SSHO.

Further, Dennis Parker is not an SSHO by no stretch of the imagination and should not be approved. For a program intended to improve quality of life for soldiers ; the lack of safety oversight on this project is shameful as it relates to COE standards. This project is happening in occupied buildings and there have already been problems with soldiers entering these areas at night and cutting up.

Unfortunately, with the evolutions Safety has taken as a result of COVID and restrictions; a time when a true and ethical person should step up their game, knowing they are their oversight, safety is being compromised all over. Process and procedures intended to prevent are not being followed, the system is diluted, it is happening within your organization and the contractors. People are taking advantage.

I could have fixed it if allowed to work freely without an incompetent dictator holding me back. Nevertheless, this will likely result in yet two more potential employers for me in the Fairbanks area, PCL and Fullford Electric. As much as I would like to stay in this area and arena I may not be able to find an employer of job.

Respectfully

S. Shelby Startz; SMS

**From:** [Melanie Morris](#)  
**To:** [shelbystartz@outlook.com](mailto:shelbystartz@outlook.com)  
**Subject:** RE: [External] RE: Follow Up  
**Date:** Thursday, October 14, 2021 9:03:40 AM  
**Attachments:** [image001.png](#)

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Morning!

Agreed Shelby. I think that is what makes you a great Safety person.

No resentment and you are more than welcome to apply for other positions. Sometimes, jobs are just not a good fit and that is okay. You want to wake up in the morning and feel good about what you do, that is the goal for everyone. Or that is my wish as a HR person for everyone.

I don't have preview into ARS jobs since they have their own HR Department. Is it a local job?

ARS is located in Louisiana.. but they have jobs all over the US.

Melanie

Melanie Morris, PHR, SHRM – CP  
**Senior Human Resources Manager**

Aleut Corporation  
4000 Old Seward Hwy, Suite 300  
Anchorage, Alaska 99503  
Phone 907.561.4300 | Fax 907.563.4328  
[www.aleutcorp.com](http://www.aleutcorp.com)



---

**From:** Sherman Startz <[shelbystartz@outlook.com](mailto:shelbystartz@outlook.com)>

**Sent:** Thursday, October 14, 2021 8:44 AM

**To:** Melanie Morris <[MMorris@aleutcorp.com](mailto:MMorris@aleutcorp.com)>

**Subject:** [External] RE: Follow Up

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you for the response and time you spent looking into this matter. Hind sight is always 20/20 but even that is left to the individual.

At the end of the day, if all of this prevented one injury; it was all worth it.

I do hope this has not caused resentment towards me and result in any future opportunities under all ARS Aleut operations. I happened to notice an open role with the remediation group I do feel I would be a good fit for; I am hopeful.

If you know anyone in that group, a kind word would be appreciated.

Respectfully

S. Shelby Startz

907-231-9270

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**From:** Melanie Morris <[MMorris@aleutcorp.com](mailto:MMorris@aleutcorp.com)>

**Sent:** Wednesday, October 13, 2021 5:21 PM

**To:** Sherman Startz <[shelbystartz@outlook.com](mailto:shelbystartz@outlook.com)>

**Subject:** Follow Up

Hi Shelby.

Hope all is well. I am working on the final determination and formal letter to send out for your

records. However, that may take me a day or more to write up and I wanted to make sure you did not have to wait longer than needed for the determination.

First, I want to share with you Shelby that Patrick Constructors truly appreciated your skill set and expertise as a QCSM and SSHO. The recommendations you brought forward were appreciated and implemented per both Jeremy and Mel.

Patrick Constructors has been able to provide documentation that the LOTO concern brought forward have been resolved and is not a current safety concern and this is due to you bringing it forward, which again is what they wanted and expected you to do as the SSHO.

The At Will release was based solely on the behavior (disrespect) you showed towards Jeremy as your supervisor. Jeremy communicated that the employment relationship was okay until the two week period leading up to your separation, which you also shared was an accurate statement.

You mention about reporting to someone outside of the project, which most likely would have been Mel Weeks if explored formally.

Patrick Constructors has declined to rescind the separation and TAC does not have any vacant positions, we are only a office of 17 and mostly administrative in nature.

I truly wish you the best of luck on your future employment search and hope that you find a job that is satisfying and allows you to use your skills and education to the fullest!

Again, I will provide a formal response via a letter to you so you have for your records. It was a pleasure getting to know you and I know you will find something that will bring you joy Shelby. That's what is most important!

I am happy to touch base Shelby if you would like.

Again, wishing you the best! Wish we could have connected under better circumstances.

Melanie

**Melanie Morris, PHR, SHRM – CP**

**Senior Human Resources Manager**

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Anchorage, Alaska 99503

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**From:** Sherman Startz  
**To:** Kish, Alexander  
**Subject:** RE: meeting  
**Date:** Thursday, January 12, 2023 3:31:00 PM

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Sir, please find my response following – I hope this helps. As for evidence like documentation or pictures – No, I have nothing. I take my training seriously and I was told and support, it belongs to the Army, not me and I don't take it. Further, it was not completely clear how this was all coming together until right there at the very end of my employment

My Response to your questions

- **What conduct violated a law, rule, or regulation? Which laws, rules, or regulations were violated? How and when?**

- The expectation for me to sign for goods and materials presented to the government; sing confirming they were properly received when they in fact were not being provided or presented.
  - I am pretty sure that is called fraud and it is illegal to do this
  - It is against federal law to engage in this conduct
  - It happened every encounter I had with ALEUT for every preparatory and initial phase, and ALEUT was the only Prime Contractor I was attached too.

- **Who engaged in gross mismanagement? How and when?**

- **MATTHEW SCHAFFER** specifically selecting projects that could be exploited and selectively awarded to select Prime Contractors. Working collaboratively with ALEUT Employees to exploit the Government and Harass me because they were up to illicit conduct and I might figure it out and turn them in because I already attracted negative attention.
- **DENNIS KENNEDY** for promoting and engaging in flooring fraud as COR on the Day Room Day Room Project and the Remodel of Building 1053 ; both Patrick Constructors Projects, KEYOSK Improvement Project at Building 1004. Dennis Kennedy promoted PATRICK CONSTRUCTOR'S; an ALEUT Company, in an effort to align the next generation of exploitation Prime Contractor, only migrating the Key Players around. Dennis Kennedy was and is instrumental in execution of this elaborate plan. When I turned PATRICK CONSTRUCTORS in for Lock Out Tag out in 09/2021 , attracted negative attention to this hand pick home grown operation that was being groomed for the ALEUT REPLACEMENT – the episode and rude conduct in my office falsely accusing me of things all pointed to me being his problem. Working collaboratively with ALEUT Employees to exploit the Government and Harass me because they were up to illicit conduct and I might figure it out and turn them in because I already attracted negative attention.
- **TANYA CLOOTEN** – worked to align and engage in fraud, allowing contractual violations of ALEUT in an effort to cover up wide spread fraud through billing

irregularities, knowingly engaged in conduct that was intended to cause internal unrest between myself and co-workers – Building 3415 Roof Repair 2022 and causing friction between Ronnie Hunt and Myself over a silly AHA problem ; all the while JASON WEBB working with BEN PLUMELY, aka BENJAMIN MCCOLLOCK was sneaking in Dense Deck and Replacing it with Cheap Particle Board – ALEUT Billing the government DENSE DECK and only paying the go between Sub for Particle Board – carving out the offset – likely taking place on every roof being done that is awarded to ALEUT and RONNIE HUNT (extremely lazy and incompetent) who was the QA / COR for all roofs (a designation for a reason) – these are serious offsets of funds. Tanya Clooten also Working collaboratively with ALEUT Employees to exploit the Government and Harass me because they were up to illicit conduct and I might figure it out and turn them in because I already attracted negative attention.

- **MATTHEW TAYLOR** engaging in Flooring Fraud in collusion with all these dirty players on all the flooring of Building 3441 also Building 1526 (JAG) Remodel 2022 flooring and roofing materials, also Building 1579 Flooring Remodel 2020 and working collaboratively with ALEUT Employees to exploit the Government and Harass me because they were up to illicit conduct and I might figure it out and turn them in because I already attracted negative attention.
- **DAVID ZRNA** engaged in all of this by aligning key individuals as COR and QA in an effort to unwittingly and others knowingly defraud the Government and engage in Criminal Conduct against me, unfairly awarding contracts; every part of this – he was involved. Grossly involved in retaliating against me in an effort to destroy my ability to work; not only from this job by firing me but working toward ruining any future efforts of working of Fort Wainwright – all because I have a strong reputation for being ethical and I am smarting enough to figure this out. The immediate labeling me a Mole, Spy, Informant, a non-player got me fired. Using an example of “not getting along with Contractors because I refused to sign off on a document saying ALEUT had delivered proper flooring, after they were caught twice on the same flooring ; first improperly submitting inferior product, and second actually showing up and being caught delivering the wrong material – I refused to sign for now no material delivered. This event took place on June 24<sup>th</sup>, 2022 at Building 1555 while discussing the flooring that was not there for COLNEL SURREY Personal Office – seriously “this was the straw that broke the Camels Back. I was fired the next Monday. I will never forget hearing David Zrna laugh out loud with his select little group of Ronnie Hunt and Anthony Figueroa. Working collaboratively with ALEUT Employees to exploit the Government and Harass me because they were up to illicit conduct and I might figure it out and turn them in because I already attracted negative attention.
- **JASON WEBB** facilitated the migration of materials in and out that would become exploited; example being REROOF of BUILDING 3415 awarded to ALEUT for reroof

4-2022 to 7-2022.

- Who grossly wasted funds? How and when?
  - The Individuals above and likely more – as often as they could get away with it but example provided above.
- Who abused their authority? How and when?
  - The Individuals above and likely more – as often as they could get away with it but example provided above.

I reported this through MSPB within 10 days and I know it made it to the OAKLAND MSPB department approximately 2 months prior to the DOJ, FBI and Anti Trust folks posted the guilty plea of Flooring Contractor in Fairbanks Alaska. I can only assume they found out from MSPB but it is possible to be coincidence if MARIMANN Construction (a Sub Contractor) to ALEUT and a part of the exposed criminal investigation. They may have gotten scared because early on LITERALLY everyone of these folks involved were convinced I was like some spy – it was their own guilt and paranoia that ultimately got them.

I still feel strongly about my approach and keeping this as private for the ARMY as possible. Suicide is bad and I know how tragic it is. I know how hard the ARMY works to provide for soldiers and the sincerity of Col. SURREY – he is such a great leader and under no circumstance would I ever attract negative attention to him or his efforts. A plaintiff attorney representing a parent, wife, child of a soldier who committed suicide have to find a reason. This kind of conduct, carving on funding intended to improve the quality of life is just wrong and all kinds of negative comes form this knowledge. So I chose MSPB. I figured they would keep it quiet and address this fraud, get me my job back and back pay. I did not know what else to do.

If you need more information on means and methods and details examples I can provide it. These yahoos are very clever how they start jobs this year with one group, float it to the next year and finish it with another and the PRIME CONTRACTOR who is governed by crooked federal employees. Very elaborate – really clever – they THOUGHT THEY WOULD NEVER GET CAUGHT – THEY THOUGHT I WAS TOO STUPID TO FIGURE IT OUT. They were wrong. I know how to dig into information and I get on a trail I will follow it.

I hope this answers your questions – if not please do not hesitate to ask.

Respectfully

Sherman Shelby Startz

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**From:** Kish, Alexander <AKish@osc.gov>  
**Sent:** Thursday, January 12, 2023 11:21 AM  
**To:** Sherman Startz <shelbystartz@outlook.com>  
**Subject:** Re: meeting

Hello Mr. Startz,

Thank you again for taking the time to speak with me today. To assist with my evaluation of

your complaint, would you please explain the following:

- What conduct violated a law, rule, or regulation? Which laws, rules, or regulations were violated? How and when?
- Who engaged in gross mismanagement? How and when?
- Who grossly wasted funds? How and when?
- Who abused their authority? How and when?

Also, please make sure to provide me with as much evidence as possible to support your allegations, if you haven't already with the zip files you provided me with.

Kind regards,

Alex Kish  
Attorney

Retaliation and Disclosure Unit

U.S. Office of Special Counsel

1730 M Street, N.W.

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Washington, D.C. 20036

202-804-7048

[akish@osc.gov](mailto:akish@osc.gov)

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**From:** Sherman Startz <[shelbystartz@outlook.com](mailto:shelbystartz@outlook.com)>

**Sent:** Thursday, January 12, 2023 2:03 PM

**To:** Kish, Alexander <[AKish@osc.gov](mailto:AKish@osc.gov)>

**Subject:** meeting

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**U.S. OFFICE OF SPECIAL COUNSEL**  
1730 M Street, N.W., Suite 218  
Washington, D.C. 20036-4505  
202-804-7000

February 10, 2023

**BY ELECTRONIC MAIL**

Mr. Sherman Startz  
116 Kelsan Way  
Fairbanks, AK 99709  
[shelbystartz@outlook.com](mailto:shelbystartz@outlook.com)

Subject: Final Determination on DI-23-000198  
Preliminary Determination on MA-23-000527

Dear Mr. Startz,

This letter is in response to the information you submitted to the U.S. Office of Special Counsel (OSC) involving the U.S. Department of the Army (Army), Army Installation Management Command, Headquarters, U.S. Army Garrison Alaska. We have carefully reviewed your allegations. However, based on our evaluation of the facts and applicable law, we have made the final decision to close your disclosure file (DI-23-000198) and the *preliminary* decision to close your prohibited personnel practice file (MA-23-000527).

**I. Background**

You were a construction control inspector for the Army at Fort Wainwright, Alaska between January 31, 2022 and June 27, 2022. You were also a probationary employee. You allege that during this period of time, Army officials were not properly overseeing work completed by contractors. You also allege that you identified irregularities in the Army's Unified Command Specifications, that Aleut Federal, a contractor working on building projects at Fort Wainwright, was submitting fictitious specification numbers, and that your supervisors instructed you to sign for construction materials that were not delivered. You raised these concerns to David Zrna, your direct supervisor, and refused to sign for materials that were not delivered. You allege that, in retaliation for you raising these concerns and refusing to follow your supervisors' instructions, Mr. Zrna subjected you to a hostile work environment and terminated you on June 27, 2022.

**U.S. Office of Special Counsel**

Sherman Startz

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**II. Disclosure**

OSC is authorized by law to determine whether a disclosure should be referred to the involved agency for investigation or review and a report. OSC may refer allegations of violations of law, rule, or regulation; gross mismanagement; a gross waste of funds; an abuse of authority; or a substantial and specific danger to public health or safety. In making this determination, OSC considers a number of factors, including the sufficiency and specificity of the information provided and whether the whistleblower has reliable information to support their allegation, such as first-hand knowledge or documentation. Information based on assumptions or speculation does not provide OSC with a sufficient basis to refer allegations to the head of an agency. If we cannot make a substantial likelihood determination, OSC will determine whether there is sufficient information to exercise its discretion to refer the allegations. OSC does not have the authority to investigate disclosures. Consequently, we base our review of a disclosure mainly on the information the whistleblower provides to OSC.

In your disclosures, you alleged that Army officials violated a law, rule, or regulation, engaged in gross mismanagement, grossly wasted funds, and abused their authority by not properly overseeing contractor work, accepting fictitious specification numbers from Aleut Federal, and instructing you to sign for materials that were not delivered.<sup>1</sup>

First, while you assert that Army officials committed fraud by instructing you to sign for materials that were not delivered and that they violated laws, rules, or regulations by mismanaging construction projects on Fort Wainwright, you stated that you have no evidence to support your allegations. Accordingly, we will take no further action on these allegations.

Second, gross mismanagement is defined as “more than *de minimis* wrongdoing or negligence; it means a management action or inaction that creates a substantial risk of significant adverse impact on the agency’s ability to accomplish its mission.” *Swanson v. Gen. Servs. Admin.*, 110 M.S.P.R. 278, 285 (2008). To show gross mismanagement, a whistleblower must disclose such serious errors that undermine the agency’s ability to perform its mission in a manner that is not debatable among reasonable people. *See White v. Dep’t of the Air Force*, 391 F.3d 1377, 1382 (Fed. Cir. 2004); *Wood v. Dep’t of Def.*, 100 M.S.P.R. 133, 139 (2005). A gross waste of funds is defined as “more than merely a debatable expenditure [but one] that is significantly out of proportion to the benefit reasonably expected to accrue to the government.” *Carolyn v. Dep’t of the Interior*, 63 M.S.P.R. 684, 691 (1994). The Merit Systems

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<sup>1</sup> You also alleged that Army officials violated 18 U.S.C. §§ 241, 242, and 245 by subjecting you to a hostile work environment and terminating you. We evaluated these allegations as prohibited personnel practices and address them in the corresponding section below.

**U.S. Office of Special Counsel**

Sherman Startz

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Protection Board (Board), OSC's deciding authority, has defined an abuse of authority as the "arbitrary or capricious exercise of power by a Federal official or employee that affects the rights of any person or that results in personal gain or advantage to himself or to preferred other persons." *D'Elia v. Dep't of Treasury*, 60 M.S.P.R. 226, 232 (1993) (overruled on other grounds by *Thomas v. Dep't of the Treasury*, 77 M.S.P.R. 224 (1998)).

Based on the information that you provided, we have insufficient evidence to establish that there is a substantial likelihood that Army officials engaged in gross mismanagement, gross waste of funds, or abused their authority. Accordingly, we will take no further action on these allegations.

Should you wish to pursue this issue further, you may contact the U.S. Department of the Army, Office of the Inspector General's hotline at 1-800-752-9747. More information about the Department of the Army OIG, including how to report your allegations online, can be found on their website at <https://www.daig.pentagon.mil/default.aspx#complaint>.

**III. Prohibited personnel practices**

You alleged that, in retaliation for your raising concerns about Army officials not properly overseeing contractor work, accepting fictitious specification numbers, instructing you to sign for materials that were not delivered, and your refusing to sign for those materials, Mr. Zrna subjected you to a hostile work environment and terminated you. OSC is authorized to receive and investigate allegations of fourteen prohibited personnel practices, defined at 5 U.S.C. § 2302(b). 5 U.S.C. § 1214. Based on the information provided, we analyzed your allegations concerning retaliation under 5 U.S.C. § 2302(b)(8) and (b)(9). To establish a prima facie case of whistleblower retaliation, OSC must demonstrate before the Board that: (1) an employee made a protected disclosure or engaged in protected activity; (2) the agency official had knowledge of the protected disclosure or activity; (3) a personnel action was taken or threatened; and (4) the protected disclosure or activity was a contributing factor in the personnel action at issue. If OSC establishes these elements, the agency may defend with clear and convincing evidence that it would have taken the same personnel action in the absence of the protected disclosure or activity by showing, for example, the strength of the evidence in support of the personnel action and the lack of a motive to retaliate against the employee.

Here, we do not believe that we can establish retaliation. First, you allege that Mr. Zrna subjected you to a hostile work environment. The legal bar to establishing a hostile work environment is high. The Board recently clarified that "only agency actions that, individually or collectively, have practical and significant effects on the overall nature and quality of an employee's working conditions, duties, or responsibilities will be found to constitute a

**U.S. Office of Special Counsel**

Sherman Startz

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personnel action covered by section 2302(a)(2)(A)(xii)." *Skarada v. Dep't of Veterans Affairs*, 2022 M.S.P.B. 17, P16 (June 22, 2022). In that case, the Board found that exclusions from a leadership retreat, subjection to workplace investigations, unresponsiveness to requests, untimeliness in providing guidance, three incidents of yelling by a superior, including being told to "shut up" during a meeting, "collectively and individually, while perhaps indicative of an unpleasant and unsupportive work environment," did not establish a significant change in working conditions under the Whistleblower Protection Act. *Id.* at P29.

You alleged that Mr. Zrna subjected you to a hostile work environment by telling your co-workers that you were a "spy" and instructing them to "not get along" with you. You have provided no evidence to support this allegation and, without more, we do not believe we could show that what you have described rises to the level of a hostile work environment.

Second, you alleged that the agency terminated your employment in retaliation for your disclosures and protected activity. However, even if we could establish a *prima facie* case of retaliation, we believe the agency would be able to meet its burden to show by clear and convincing evidence that it would have taken the same action against you in the absence of any protected disclosures or activities. More specifically, the agency contends that you did not get along with your co-workers or with Aleut Federal employees. This is a legitimate, non-discriminatory basis for taking such action. Accordingly, we believe that the agency can meet its burden to prove by clear and convincing evidence that it would have taken the same action against you in the absence of any protected disclosures or activities.

Moreover, the agency terminated you during your trial or probationary period. Under the federal civil service laws and regulations governing probationary employment, an agency may remove a probationary employee without showing cause, but merely by presenting its conclusions as to an employee's inadequate performance or conduct. *See, e.g.*, 5 U.S.C. § 3321; 5 C.F.R. § 315.804. In these circumstances, it is not OSC's role to second guess whether the agency's stated reasons actually show inadequacy, but rather to determine only whether the agency conducted the removal in the manner required by law, rule, or regulation, and not for a reason that would constitute any other prohibited personnel practice.

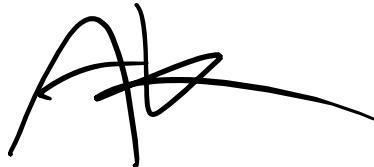
**U.S. Office of Special Counsel**

Sherman Startz

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As stated above, our determination regarding your prohibited personnel practice complaint is preliminary. You have the opportunity to provide written comments in response to this letter. You have 13 days from the date of this letter to submit your comments to my attention. If we do not receive any comments by the end of the thirteen-day period, we anticipate closing your prohibited personnel practice file. We will then send you a letter terminating our inquiry and advising you of any additional rights you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "AK".

Alexander Kish  
Attorney  
Retaliation and Disclosure Unit  
(202) 804 -7048  
[akish@osc.gov](mailto:akish@osc.gov)

**BY ELECTRONIC MAIL**

Alex Kish

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Subject: RESPONSE and OBJECTION to "Final Determination on DI-23-000198

RESPONSE to "Preliminary Determination on MA-23-000527

Dear Mr. Alexander Kish

The purpose of this letter is to provide a response to the letter sent to me on February 10, 2023 via email. In this letter a final determination has been made on DI-23-000198. I would like to formally object to this determination on the grounds the conclusion has been made prematurely. Now, understanding the agency inability to provide investigative resources and knowing the importance of verifiable evidence to support such allegations and disclosure I am convinced this decision has been made prematurely and I ask the decision be delayed until further investigation and supporting information can be provided in a reasonably amount of time. In the spirit of caution for the ARMY and most especially for the good leaders of Fort Wainwright I have moved very cautiously to avoid the negative attention and potentially risking publicly exposing this lending itself to potential security risks for the Army. I am one who is very mindful of the importance of not giving our enemy any edge. I do hope my caution has not actually caused an even bigger problem for the Army and me.

**RESPONSE    I. Background**

In an effort to better understand the complexion of the harassing treatment; why and who was involved in this unsettling conduct; it is first important to understand and include the history of construction projects and myself on Fort Wainwright. My work with Patrick Constructors (a new 8a Prime Contractor formed by Aleut Corporation) and my role as Quality Control and ultimately Safety on FTW 435 Barrack Renovation; a project intended to improve quality of life in the barracks in an effort to speak to improving the needs of the soldier's mental health and welfare as a result of increasing suicide on Fort Wainwright. Without including the fact that I recognized some concerns early on regarding safety on Fort Wainwright and ultimately addressed this properly (including verbally reporting to Thomas Thorton with USACE)

4 hours before being terminated for reporting serious safety violations to the USACE and ARMY Installation Command on Fort Wainwright. This ultimately earned me a reputation with Aleut that I was going to turn them in. I even in good faith attempted to salvage a situation with Aleut Corporation that was a waste of time; a fact proven in the email exchange with Melanie Morris with Aleut Corporation. This carried forward with ALEUT FEDERAL whom David Zrna and others are involved in defrauding the government.

Throughout this process I have tried to move most cautiously with what I considered sensitive information and that being there is deliberate and calculated fraud taking place and after a time I began to recognize who all was involved within the Federal Government and employees of two distinct companies; Aleut Federal and Patrick Constructors. This caution may have led to events happening out of order such as me contacting MSPB first, then OCS, and now ArmyOIG. Nevertheless, you are the first person to come close to asking anything about this event and what fraud, where, how and so on. Be it my over caution I reported to MSPB and waited to be contacted. I certainly tried to get through to folks on Fort Wainwright with the ARMY but it was always the same ,” Probationary period guy, sorry.” SO I waited, then when the FBI and DOJ filed on the Flooring Company here and my exchange prior to this with MSPB included recognizing flooring fraud on my projects (specifically Building 1555 re-model) I figured my information is being used. I mean I don’t know how these things role because I do my job correctly and know nothing of how secretive a fraud investigation might be. Still no contact, until I hear about OSC. Now, Ideally the OIG will investigate and I can prove the connection to my complaint, concerns about flooring issues at Building 1555, Roofing Materials at 3415, the Former Project FTW 435 and how these individuals in the Government conspired against me and worked collaboratively with ALEUT employees to commit fraud. How it is all connected to the Flooring Fraud Case in Fairbanks announced in September 2022. How the individuals in that case, Subcontractors were distinctly told not to talk to me and one individual point blank asked me, “are you a Fed” and I said yes, we all are meaning Department of Army Federal Employees. (Ask Virginia with MARIMANN Construction). Looking back on this I am inclined to think she meant FBI. Ultimately proving large scale fraud and conspiracy against me to commit fraud. All of this is the motivation of David Zrna to actively work to harass , and cause conflict for me and ultimately fire me with malice and intent.

## **RESPONSE II. Disclosure**

I firmly disagree on the decision to dismiss my disclosure claim as stated above in section I; Background, on the ground it is a premature decision based on a lack of evidence. I would like to point out, simply the lack of evidence at this time may not be obviously present and is purposely weak it does exist and can be found in the billing irregularities. First off it exists in the already exposed flooring fraud case, which only adds to my suspicions of flooring fraud on my projects as well as the roofing material fraud discovered on Building 3415 Construction Project. It is my hope the Army OIG will take action and with simple guidance I can point them to exactly where fraud is occurring.

In your response you site several cases describing specific criteria for meeting gross mismanagement.

*defined as "more than de minimis wrongdoing or negligence; it means a management action or inaction that creates a substantial risk of significant adverse impact on the agency's ability to accomplish its mission." Swanson v. Gen.Servs. Admin., 110 M.S.P.R. 278, 285 (2008). To show gross mismanagement, a whistleblower must disclose such serious errors that undermine the agency's ability to perform its mission in a manner that is not debatable among reasonable people. See White v. Dep't of the Air Force, 391 F.3d 1377, 1382 (Fed. Cir. 2004); Wood v. Dep't of Def., 100 M.S.P.R. 133, 139 (2005). A gross waste of funds is defined as "more than merely a debatable expenditure [but one] that is significantly out of proportion to the benefit reasonably expected to accrue to the government." Carolyn v. Dep't of the Interior, 63 M.S.P.R. 684, 691 (1994).*

I would argue your decision; based on the following definition of "Mission Critical"

#### *What Is the Difference Between Mission Critical and Mission Essential?*

*Within the U.S. military, mission critical refers to any job functions that are identified as critical to the performance of the agency's (specifically, the U.S. Air Force's) mission.<sup>3</sup>*

*In addition, some U.S. military defense contractors have a clause in their contracts that designate their role as having "mission-essential" functions. This stipulation requires that, even during hazardous weather conditions or a pandemic, they must perform essential contractor services that support mission-essential functions.*

This point was clearly brought up by me at the end of my employment with Patrick Constructors and same would apply for ALEUT FEDERAL. I recognized early in the Pandemic a deterioration in integrity and products being provided to the Army by Government Contractors (many) and how using the pandemic the situation was out of control. When quality is compromised in the form of poor workmanship or inferior products with the intent to gain profit; well, that is stealing from the government. Further, the Whistleblower outcry and ultimate termination by Patrick Constructor directly exposed Contract workers and Soldiers alike. The matter was brought forward in good faith, properly reported and handled and I was still terminated. This whistleblower action carried forward and was held against me with compromised federal workers (ex. David Zrna and Dennis Kennedy) and Aleut Federal employees.

Providing inferior products such as flooring. Installing the flooring not following proper specifications. Ultimately the life expectancy, warranty and general benefit of the new products, renovation, remodel that is intended to benefit the mission via hard assets or the general moral and mental health and welfare of a soldier; that's mission critical.

I beg you recognize what the ARMY has to say about the importance of Quality of Life and Mission Readiness

### ***Introduction***

*Quality of Life programs promote the health and well-being of the Army's people, increasing recruiting and retention and reducing overall stress and uncertainty. Increased quality of life for Soldiers, Army civilians, and families is directly tied to increased Army readiness.* For more follow the link. <https://www.army.mil/qualityoflife/>

Also; for example, the Army expects a specific type of flooring. This is clearly specified in the contract presented to the prime contractor ALEUT FEDERAL for Building 1555. The contract says use UFC 1-200 ; the specification for flooring is 09 65 00 ( <https://www.wbdg.org/FFC/DOD/UFGS/UFGS%2009%2065%2000.pdf> ) this flooring meeting this specification can range price \$3.50 per foot to \$5.00 per foot and more if it is installed by the proper installer according to the specification. However, the Prime Contractor (working collaboratively with the Government Workers / DAVID ZRNA for one) allow for cheap .50 Per Square foot in its place, Charging the government the approved specified material and installing sub grade and providing kickbacks in many different forms. Look at the total number of square foot of flooring on FTW 435; I have the plans and can figure it out exact nut an off the cuff guess would be 200,000 total square foot. An offset of \$3.00 to \$5.00 per square foot. Thomas Thorton never saw it, but if you look at the individuals involved its all connected and when I turned in Patrick Constructors, I started a problem, attracted attention. Then when I landed my GS 9 role with DPW, I fell right into the lap of the primary organizers of this fraud. The more I looked at the "consistent inconsistencies" I followed the patterns and my observations proved true. They were very cleaver keeping the billing under close guard, yet when I would bring up and point out these irregularities and also how and what I was being asked to do; literally, :sign documentation" attesting materials were being provided correctly or in some case not at all. Knowingly falsify documentation. Also, point out to David Zrna specifics on my Job Description and how what I was being asked to do was very inconsistent with what my job description said. It would fall on deaf ears and I would simply be told you need to get along with the Contractors. So this leaves me with violate my Job description and the law or get fired yet both are terminating offenses. Knowing I was already told " I do not need a reason to fire you under you 52 weeks."

No, I beg the Disclosure remain open until after the OIG investigation; provided it is done. My complaint was filed into their system 2-10-2023

### **RESPONSE     III. Prohibited personnel practices.**

Paragraph 1 of Section III to your response the following was provided

*To establish a prima facie case of whistleblower retaliation, OSC must demonstrate before the Board that: (1) an employee made a protected disclosure or engaged in protected activity; (2) the agency official had knowledge of the protected disclosure or activity; (3) a personnel action was taken or threatened; and (4) the protected disclosure or activity was a contributing factor in the personnel action at issue.*

The establishment of Prima Facie was established as follows

- (1) an employee made a protected disclosure or engaged in protected activity.** Shortly after going to work at DPW I noticed any irregularities that were similar in nature to other construction companies I had worked for on Fort Wainwright and ultimately; I sent a general complaint / concern to the government (ARMY) about the deterioration of integrity amongst the Prime and Sub Contractors on Fort Wainwright especially since the pandemic had hit; mainly the expectation to sign off on government documentation that goods were being offered to the government in proper order; the goods were submitted, approved then delivered and when that was not the case refusing to sign without first informing the Government; which always got me terminated. This earned me a reputation of being a problem. Now as a government employee I was being instructed and noticed my co-workers during “training” exercises; signing off for goods that were not on site, and being asked to sign a blank piece of paper. Knowing better and not wanting to be conflictive with my co workers I spoke to David Zrna about this unusual request. This was when I really began to notice his and my co-workers posture change towards me. At times actually saying to me that Chief David Zrna thinks you’re a Mole, informant and Steve Emerson actually told me “The Chief thinks you going to turn us in.” It began to clearly look like some very improper things were going on. When I simply stopped signing blank documents, and was clearly “being tested and set up” at events where some very unusual stuff had already happened. So, it’s against the law to commit fraud and sign for goods not received. Sounds like you’re asking for a piece of paper that doesn’t exist; I refused to falsify a document. In any event as a Government Construction Control Inspector, I am required to Attest goods and materials are received, when that was not happening, I did not sign anything. Therefore until; my allegations are proven the evidence is my word.
- (2) the agency official had knowledge of the protected disclosure or activity;** I certainly reported it to David Zrna, I was having issue with Aleut and most especially Benjamin Plumely and David Brown, both of whom were asking me to sign blank documents. I even told him something was definitely going on; with all the disconnected specifications, empty files, nothing supportive in the way of Construction Verification and it clearly looks different than what the government thinks they are buying. Now at the end of the day this gets down to He said she said; however, this unusual treatment is documented in exchanges between myself and David Zrna and others on more than one occasion. Ultimately it is my hope the OIG will get hold of my emails and files of my jobs, see my original Daily Reports because my allegations of unusual materials arriving and disappearing as well as ALEUT asking we sign for all the roofing materials (i.e. 7 preparatory at once with no materials on site. Ronnie Hunt signed but I refused. See Mobilization Preparatory paperwork for Building 3415 Re-Roof 2022, and all of it pointing to the QA is documented in my Daily reports – On the Server and current to the

day I was unfairly terminated by David Zrna with malice and Intent to cause me harm and further commit fraud.

- (3) a personnel action was taken or threatened;** I was fired, wrongfully terminated with malice and intent. An effort brought forth by the hate and greed of David Zrna, Mathew Schaffer, Tanya Clooten , Dennis Kennedy, Mathew Taylor and Jason Webb and others, all of the Department of Army and in collusion with Benjamin Plumely, David Brown. Aaron Wahl of Aleut Federal along with repeated threats by Patrick Constructors and ultimately the ALEUT CORPORATION in an effort to continue to carry out fraud against the United States Army.
- (4) the protected disclosure or activity was a contributing factor in the personnel action at issue.** When I refused to participate in the fraud and sign off on materials and goods not received, I was terminated. My work was good and I met every person like I always do, with respect and dignity. A person nor I, cannot be bullied into signing and falsifying documentation and be expected to simply maintain a normal work environment. I was a problem, that was made clear to David Zrna by the Aleut personnel early on and David Zrna perpetuated that to make me out to be an informant, mole, spy. That is a hostile work environment if there ever was one. Whistleblower retaliation and in an effort of caution for their fraud I was set up and terminated.

Further, found in Section III; Prohibited Practices, paragraph 2, *Skarada v. Dep't of Veterans Affairs*, 2022 M.S.P.B. 17, P16 is used as an example.

While this may seem similar and, in your opinion, relevant; it is not. It is a rare occasion these days we are all not learning more about the negative consequences of maliciously labeling someone for the intended benefit of causing harm. It is a Prohibited Personnel Practice too; an agency official shall not retaliate against an employee for whistleblowing.

*5 U.S.C. 2302 (b) (8) This PPP prohibits agency officials from taking, failing to take, or threatening to take a personnel action because of an employee's whistleblowing. To prove whistleblower retaliation, one must show:*

1. The employee must have disclosed what he or she reasonably believes to be:
  - a violation of law, rule, or regulation;
  - gross mismanagement;
  - gross waste of funds;
  - an abuse of authority; or
  - a substantial and specific danger to public health or safety.
2. The personnel action in question must have been taken (or not taken, such in the case of a promotion), threatened, or influenced by an official who knew of the employee's disclosure; and

3. The employee's disclosure was a contributing factor in the personnel action.

In this instance I told David Zrna about having a history of Whistleblower retaliation with Patrick Constructors and ALEUT CORPORATION. I told him. It is Definity not "hear say" or "I am thinking Aleut told him." He knew because I told him. He knew and he still retaliated against me even more and then perpetuated that with the false allegations I was a mole, a spy, an informant. I am not making it up, and all the OIG has to do is ask individuals like Tammy Sprague who know better. Individuals like Steven Emerson and Troy Stoneking, and Mathew Taylor (all co-workers and involved in the fraud). Further, unless you have something to hide, who cares if I am a informant for the FBI, who cares? Nevertheless, the actions and unusual treatment are merely a symptom of a greater problem which is a desire to keep stealing and not get caught; and I obviously was a problem that needed to be handled. That says "Motive," they had a motive. Now in an effort to get support for my case I need proof; evidence. Going back to where we started and that is; I began to recognize unusual activity associated with the conduct of a government contractor, a type of behavior consistent with fraud. In considering my job duties as a Construction Control Inspector and the fact it's a crime, I refused to sign for materials and services that were not being provided. That clearly means the evidence does not exist; which is what the bad guys needed and wanted in an effort to hang blame on the QA. This is exactly how their elaborate plan exists. Put the blame on the unwitting and get that documented, multiple layers of disconnect begging with Submittal Specification Numbers , Submittal Approval, QA Acceptance – it is all the consistent inconsistencies that are necessary for thieves to cover up and blame others.

I am and have been convinced of my observations, "there is wide spread fraud taking place on Fort Wainwright." It is happening in a collaborative method which involves key government employees with the Department of Army. This conduct involves collaborative efforts by Federal Employees and Prime Government Contractors (Mainly companies owned by ALEUT CORPORATION). This Fraud and the individuals involved violated more than 1 and less then 6 PPP's; which all apply directly to me and prove gross harassment and obstruction to my rights.

As stated in 28 U.S Code 1746 Unsworn Declaration Under Penalty of Perjury

*Wherever, under any law of the United States or under any rule, regulation, order, or requirement made pursuant to law, any matter is required or permitted to be supported, evidenced, established, or proved by the sworn declaration, verification, certificate, statement, oath, or affidavit, in writing of the person making the same (other than a deposition, or an oath of office, or an oath required to be taken before a specified official other than a notary public), such matter may, with like force and effect, be supported, evidenced, established, or proved by the unsworn declaration, certificate, verification, or statement, in writing of such person which is subscribed by him, as true under penalty of perjury, and dated, in substantially the following form:*

**(1)**

*If executed without the United States: "I **SHERMAN SHELBY STARTZ**, declare (or certify, verify, or state) under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on (date).(Signature)".*

(2)

If executed within the United States, its territories, possessions, or commonwealths: "I declare (or certify, verify, or state) under penalty of perjury that the foregoing is true and correct. Executed on (2-12-2022).

Sherman Shelby Startz

While this may seem weak; my signature accepting my job with the Army meant something to me just like I believe when the Army asked me to take this job that they presented to me – it means something to them; my job. As does my signature performing my job. I expect to be able to do this without reprisal and retaliation because I refuse to participate in illicit and fraudulent activity. Hence no evidence – I refuse to create it. So, I ask; how can I produce evidence that does not exist? How can I get you rebuttal regarding conduct. This means David Zrna can lie and get away with it on paper – no supporting evidence and I must produce evidence that does not exist. I must rely on the ARMY OIG to sort this out and I am confident they will.

Until the OIG gets evidence, which that will be hard considering it does not exist, as this document trail is intended to be very fragmented and broken. All I can do is say go look at the billed materials of goods for Roof Repair of Building 3415 / 2022 and Building 3417 / 2021 – Both Aleut Projects – Both performed by A&A Roofing. Aleut Charged the Government for DENSE DECK ( <https://buy.nbhandy.com/product/dens-deck-prime-5-8-4x8/2689> ) which is what I saw delivered to 3415 (with a delivery ticket for another job) / DENSEDECK 5/8 4x8 sheet is \$65.24 (a cost of approximately \$2.00 per square foot) then it disappeared and ultimately used 7/16 OCB Sheathing Panel at a cost of \$17.60 Per Sheet at a cost of .55 cents a square foot ( <https://www.homedepot.com/p/OSB-7-16-in-Sheathing-Panel-Application-as-4-ft-x-8-ft-386081/202106230> ). That's an offset of \$1.50 per square foot on an entire roof of a barracks. Ultimately limiting the life span warranty offered by Firestone. The OCB was actually likely purchased on David Zrna Contractor PRO account at HOMEDEPOT which is yet another layer of fraudulent activity and illicit income.

#### **Response to SECTION III. Prohibited Personnel Practices Paragraph 4**

My relationship with my co-workers not involved with this activity was fine. I take pride in getting along with people and being a problem solver not a problem causer. The treatment by some of my co-worker (for instance Steven Emerson) was calculated and malicious in nature intended to get a negative response from me and I refused to participate. More than one ridiculous occasion arose with an obvious effort to get me to respond in negative manner, not only with my co-workers but Ben Plumely and Dave Brown as well. I would not comply with this, anywhere. Hit me, be rude, anything you want, I will not quit. I already knew this is my last hope for employment in the area as this small environment of Construction of Fort Wainwright is infected badly with corruption. An honest person does not fit into this environment. I never, not once demonstrated poor conduct with my work, or failed on my duties. Not once. Ask Tammy Sprague (whom was kept away from Aleut yet I was forced to only work with them).

Lastly, my termination in my probationary period is only relevant if my basic civil rights are not considered. Along with the protection lent me (regardless of tenure) by the PPP's and as previously stated, 18 USC 241, 242 and 245. My position on this has not changed. I am in process of opening a line of dialogue with the Army OIG and it is my hope they will at least look at the billing of Building 3415 and 3417 reroof jobs. I am fully aware of the difficulty of tracking down the money; I already know sample items left over and proving wrong flooring is likely to difficult to actually prove. The roofing material (Densedeck) is trackable as it was never used and my daily reports and pictures in my daily reports prove everything, provided they are not destroyed or deleted. Ask Tammy Sprague for my Dash Board Spreadsheet – it will make verifying these allegations easier.

Your consideration in this matter is appreciated.

Respectfully submitted

Sherman S. Startz

907-231-9270

2-12-2023

NOTE: I have informed the Army OIG that we have a line of dialogue and you are connected to this case. I do feel there is relevant information in this response that could be helpful. I understand they may not inform me if they are actually intervening, so I would like to ask, if it is acceptable feel free to forward this to them should they ask.



Your form was submitted successfully. You may print this copy for your records.

Date Submitted: Fri Feb 10 2023 12:38:55 GMT-0900 (Alaska Standard Time)

Request #: 202302101638277021\_retaliation\_webform

**\*\*\*\*\*IMPORTANT INFORMATION REGARDING YOUR COMPLAINT\*\*\*\*\***

What to expect depending on the nature of your complaint:

- **NEW COMPLAINT:** Your complaint is under review. If it's appropriate for another agency to investigate your complaint, it will be forwarded to the appropriate agency. You will only be contacted if we require additional information. Once a case is opened, we will not discuss its progress, and we will not respond to status requests. You will be notified when your complaint is closed. At that time you will be provided instructions on how to submit a records request.
- **DISCRIMINATION COMPLAINTS:** Equal Employment Opportunity (Civilian) and Equal Opportunity (Military) complaints must be filed with your agency or service's EEO or EO office within the timeframes specified in EEO guidelines or you may forfeit your rights under the EEO Act and Title VII of the Civil Rights Act. Your local EEO or EO office, as well as the EEO Commission (EEOC) at <http://www.eeoc.gov/> and the DoD Office of Diversity Management and Equal Opportunity (ODMEO) at <http://diversity.defense.gov/> can provide further information and guidance.
- **ADDITIONAL INFORMATION:** If you submitted additional information or consent to release your identity for investigating your complaint, we will process this information upon receipt.

You may have just made a “protected communication” under Whistleblower Protection Laws. If you suffer retaliation for filing this complaint, you may file a Retaliation complaint. To learn more please refer to the Department of Defense Whistleblower Program website at [www.dodig.mil/programs/whistleblower](http://www.dodig.mil/programs/whistleblower).

Please print a copy of this receipt for your records.

This is an auto-generated response.

Part 1. Your Current Information	
Receiving Organization	DoD OIG Hotline
I choose to identify myself	Yes
I give permission/consent to release my identity	Yes
Full Name	Mr. Startz, Sherman Shelby Jr.
Job Title	
Employee Type	DoD Civilian Employee
Employee Status	Appropriated-fund civilian employee
Assigned to DoD Branch	Army
Other Agency or Office	
Grade or Rank	GS-9
Grade or Rank Title	General Schedule 9
Address	116 Kelsan Way
City	Fairbanks
State or APO/FPO	AK

## Part 1. Your Current Information

### Receiving Organization

DoD OIG Hotline

Use this form only to file a complaint of whistleblower retaliation. If you're unsure about whether your complaint meets the criteria for retaliation, please review the information here (<https://www.dodig.mil/Components/Administrative-Investigations/Whistleblower-Reprisal-Investigations/Whistleblower-Reprisal/>). If you meant to file a complaint about fraud, waste, abuse, or other wrongdoing, please use the standard form here (<https://www.webform.dcatse.mil/webform/Standard/oig/hotline>).

Your selection of one of the filing options below implies you have reviewed the information and understand the choice you are making. Please keep in mind that your decision to elect anonymity may limit our ability to conduct an inquiry, if one is warranted, or to appropriately address your complaint. In the event our office needs to contact you for additional information or clarification, please consider providing your name and/or contact information to allow for follow-up contact if needed. Your complaint cannot be processed without your election below.

### Please Select One\*

- I choose to provide my complaint anonymously
- I choose to identify myself
  - I give permission to release my identity
  - I do not give permission to release my identity

I acknowledge that if the Inspector General determines my complaint cannot be referred without disclosing my identity on a need-to-know basis to organizations outside the Hotline, my lack of consent may prevent further action from being taken on my complaint. I further understand that even if I elect confidential status, my identity may be disclosed, if required by applicable legal authority, or the Inspector General, determines that such disclosure is otherwise unavoidable.

### Prefix

Mr.

Mr, Mrs, Ms, etc...

Characters left: 97

### Last Name\*

Startz

Your Last Name

Characters left: 94

### First Name\*

Sherman

Your First Name

Characters left: 93

**Middle Name**

Shelby

Your Middle Name

Characters left: 94

**Suffix**

Jr.

Jr., Sr., II, etc..

Characters left: 97

**Job Title**

Job Title

Job Title/Duty Position

Characters left: 100

**Employee Type\***

DoD Civilian Employee

Employee Type

**Assigned to DoD Branch\***

Army

Assigned to DoD Branch

**Employee Status**

Appropriated-fund civilian employee

**Grade or Rank**

GS-9

Grade or Rank

**Grade or Rank Title**

General Schedule 9

Grade or Rank Title

**Email Address\***

shelbystartz@outlook.com

Preferred Email Address

Characters left: 76

**Address**

116 Kelsan Way

Preferred mailing address

Characters left: 86

**City\***

Fairbanks

Characters left: 91

**State/APO/FPO\***

AK

State/APO/FPO

Characters left: 98

**Zip Code\***

99709

Zip/Postal Code

Characters left: 15

**Country\***

United States



Country

**City, state, and zip were validated.****Home Telephone**

▼ 9072319270

Home Phone

Characters left: 10

7:00 AM



Best Contact Time

**Work Telephone (Commercial)**

▼ 9072319270

Work Telephone

Characters left: 10

8:00 AM



Best Contact Time

**Work Telephone (DSN)**

DSN Prefix

▼ (201) 555-0123

Work Telephone (DSN)

Characters left: 20



Best Contact Time

**Mobile Telephone**

▼ (201) 555-0123

Mobile

Characters left: 20



Best Contact Time

**Interview\***

- Yes, I am willing to be interviewed.  
 No, I am NOT willing to be interviewed.

**Are you submitting this complaint for someone else?\***

- Yes  
 No

**If you are an employee of a DoD contractor, subcontractor, grantee, sub-grantee, or personal services contractor, provide the following information, if known:**

**Description/type of contract**

Job Order Contract

Characters left: 1982

**Contract number**

Characters left: 500

**SubContract number**

(Sub)contract or (sub)grant number, and if a sub-, the prime contract or grant number

Characters left: 500

**Date of contract award**

01/01/2022

**Primary contractor**

- Yes  
 No

**Subcontractor**

- Yes

No**Responsible Contracting Agent**

Department of Army

Characters left: 482

Top

**Part 2. Retaliation Complaint Details**

Use this section to provide details of the alleged retaliation. If you aren't sure that this complaint meets the criteria for retaliation, please visit the retaliation website here (<https://www.dodig.mil/Components/Administrative-Investigations/Whistleblower-Reprisal-Investigations/Whistleblower-Reprisal/>). Or, if you didn't intend to file a retaliation complaint, please use the standard form for other types of wrongdoing here (<https://www.webform.dcatse.mil/webform/Standard/oig/hotline>).

**Communication or Disclosure****To whom was the communication/disclosure made?\***

Special Counsel

**Date of the communication**

01/06/2023



Date

**Prefix**

Mr

Mr, Mrs, Ms, etc.

Characters left: 98

**Last Name**

Kish

Last Name

Characters left: 96

**First Name**

Alexander

First Name

Characters left: 91

**Middle Name**

None

Middle Name

Characters left: 100

**Suffix**

Suffix (Jr., Sr., II, etc.).

Characters left: 100

**Phone Number**

Characters left: 10

**Job Title**

Job Title/Duty Position

Characters left: 69

**Employee Type****Assigned to DoD Branch**

Assigned to DoD Branch

**Employee Status**

Employee Status

**Grade or Rank**

Grade or Rank

**Grade or Rank Title**

Grade or Rank Title

**Organization/Unit**

Characters left: 250

**Describe the communication/disclosure in as much detail as you can.**

I first reached out to MSPB; and after a time and while my concerns of fraud and retaliation by the individuals carrying out fraud and recognizing the Anti Trust and FBI filing suit against a Flooring Company for Fraud in Fairbanks (see No. 4:22-cv-00007-RRB-SAO) I feel like the hostile behaviour and treatment from the PRIME CONTRACTOR and other Federal Employees was directly connected to gross fraud and I can prove it. My Special Council says he needs proof and I provided the examples.

Characters left: 6

[Add Communication/Disclosure](#)

## WHO WAS RESPONSIBLE FOR THE ALLEGED RETALIATION, AND WHAT DID THEY DO?

**Identify the person(s) that committed the alleged wrongdoing.**

[Add an Individual](#)

## Part 2. Retaliation Complaint Details (cont)

[Top](#)

Briefly summarize the complaint, including any specific information you have to support your belief that the actions taken, not taken, or threatened to be taken or not taken were in retaliation for the communication(s)/disclosure(s) listed above. For example, did the disclosure reflect negatively on the person who took the action, or were other employees/military members who didn't make communications/disclosures treated differently? Also, describe any specific information that supports your belief that the action was not justified by conduct or performance.

### Complaint Description

I was terminated when not allowing myself to be tricked into signing for goods and services provided to the government (ARMY) when in fact the materials were either grossly non compliant or in fact no supplied at all.

I identified and began to recognize patterns of behavior on both Government Officials and Employees and Specific individuals with a PRIME CONTRACTOR that are consistent examples of Fraud -- examples of this were actually proven when a the Flooring Company in Fairbanks was discovered in excessive charges and Anti Trust Violations.

While working for DPW I specifically worked on some projects but actually was able to look at all active and former projects and began to notice consistent inconsistencies in form and manner. These inconsistencies are typically reflective of covering up improper and fraudulent conduct. When I asked about this I began to get real resistance and suspicion that I was there collecting information to "Turn them in." While I have an ethical conduct the only company I actually turned in was Patrick Constructors on FTW 435; and that was for safety concerns, yet part of those safety concerns involved the flooring and its application. In hindsight I look at the uneasiness around my questioning and the fact the same installer was later seen installing flooring on other projects I know non compliant (inferior product) being installed on other jobs like the remodel of Building 3441 in 2022.

I have pointed to example of what I know are examples of fraud and I can point you to more along with individuals involved as well as the collaborative efforts of a corrupt Prime Contractor and the negative treatment towards me because I know exactly what they are doing. This was an exchange to my special counsel and briefly described to MSPB in July 2022 and I am 100% convinced associated with the Guilty Plea of the Flooring Fraud in Fairbanks Alaska in 2022 .

Further , the retaliation from Patrick Constructors (An Aleut Company) and Aleut Federal (Both Prime Contractors on Fort Wainwright and committing fraud and stealing from the government with the help of senior Federal Employees) which resulted in orchestrating my termination because I was exposing it and would have had a reputation for not allowing such conduct and not allowing myself to be suckered into this activity.

Characters left: 2663

### Part 3. Other Agencies Contacted

Top

Indicate in this section if this complaint has been filed with any other office, including other Inspector General offices, a member of Congress, or a court. Clearly identify the agency, office or command and provide the current status of the complaint, if known. If those offices have responded, please provide a copy.

**Has this whistleblower retaliation complaint been filed with any other organization/agency? \***

Yes No**Which Organization/Agency?**

Merit System Protection Board

Characters left: 71

**When did you submit?**

07/08/2022

**What is the status of that complaint?**

Open

**Case Number**

SF-315H-22-0532-I-1

Characters left: 231

Top

## Part 4 Document Uploads

If you have supporting documentation that you wish to provide with this complaint form, please use the 'Upload Document' field below. DO NOT attach classified documents using this unclassified internet system.

- Only submit pdf, image (jpg, png, gif, and tif), Microsoft Word (.docx), Microsoft Excel (.xlsx), or text file
- We do not accept msg, xfdl, and eml file extensions.
- You may upload 5 files with 5 Mbytes per file.
- Do NOT attach classified documents

✓ SF220532I1-IA-2-DocNum1949458.pdf - 130.466 KBs

✓ SF220532I1-PFR-5-DocNum1977301.pdf - 196.270 KBs

✓ Response 1.docx - 14.714 KBs

✓ OSC RESPONSE.docx - 35.935 KBs

**Do you have additional documents you wish to provide us?**

Yes

We will contact you if those documents are required.

 No**Briefly describe the type, content and nature of those documents**

More supporting emails and locations of theft

Characters left: 5

**Part 5. Certifications**[Top](#)

- I certify that all of the statements made in this complaint are true, complete, and correct, to the best of my knowledge. I understand that a false statement or concealment of a material fact is a criminal offense (18 USC § 1001; Inspector General Act of 1978, As Amended, §7).
- I have provided my election concerning my filing status in Part I of this form (Release of Identity, Non-Release of Identity, or Anonymous). If I did not provide my release election, I understand that this will cause a delay in the processing of my complaint. I further understand that if I have elected either confidential or anonymous status, it may impact the ability of the DoD Hotline to either conduct an inquiry, if warranted, and/or to appropriately address my issue(s). I also understand that if I elect anonymity, without providing any contact information, I will be unable to request confirmation of receipt of this complaint to the DoD Hotline, or to receive advisements as to open or closed status.
- I understand that if the Inspector General determines the allegation(s) in my complaint cannot be investigated without disclosing my identity on a need-to-know-basis to organizations outside the DoD Hotline, my lack of permission to release my identity may prevent further action from being taken on my complaint. I further understand that even if I elect confidential status, my identity may be disclosed, if required by applicable legal authority, or if the Inspector General determines that such disclosure is otherwise unavoidable.

**Request ID**

202302101638277021\_retaliation\_webform

Will be assigned when the form is submitted.

**Date Submitted**

Fri Feb 10 2023 12:38:55 GMT-0900 (Alaska Standard Time)

Timestamp set on successfull request submission.

[Preview](#)[Print](#)[Submit](#)

Zip Code	99709
Country	US
Email	shelbystartz@outlook.com
Home telephone	9072319270 Best Contact Time: 7:00 AM
Work telephone (Commercial)	9072319270 Best Contact Time: 8:00 AM
Work telephone (DSN)	Best Contact Time:
Mobile telephone	Best Contact Time:
Interview	Yes
Are you submitting this complaint for someone else?	No
What is that person's last name?	
What is that person's first name?	
What is that person's middle name?	
What is their Job Title?	
What is their organization name?	
What city is their organization located?	
What state is their organization located?	
What country is their organization located?	
What is their phone number?	
What is their email address?	
Is that person aware you are submitting this complaint?	
If you are an employee of a DoD contractor, subcontractor, grantee, sub-grantee, or personal services contractor, provide the following information, if known:	
Description/type of contract	Job Order Contract
Contract number	
SubContract number	
Date of contract award	01/01/2022
Primary contractor	Yes
Subcontractor	Yes
Responsible Contracting Agent	Department of Army
<b>Part 2. Retaliation Complaint Details</b>	
Communication or Disclosure	
To whom was the communication/disclosure made?	Special Counsel
Date of the communication	01/06/2023
Prefix	Mr
Last Name	Kish
First Name	Alexander
Middle Name	
Suffix	

Job Title	Retaliation and Disclosure Unit
Employee Type	Non-DoD Employee
Assigned to DoD Branch	
Other Agency or Office	
Employee Status	
Grade or Rank	
Grade or Rank Title	
Organization/Unit	
Phone Number	
Describe the communication/disclosure in as much detail as you can.	I first reached out to MSPB; and after a time and while my concerns of fraud and retaliation by the individuals carrying out fraud and recognizing the Anti Trust and FBI filing suit against a Flooring Company for Fraud in Fairbanks (see No. 4:22-cv-00007-RRB-SAO) I feel like the hostile behaviour and treatment from the PRIME CONTRACTOR and other Federal Employees was directly connected to gross fraud and I can prove it. My Special Counsel says he needs proof and I provided the examples.

Identify the person(s) that committed the alleged wrongdoing:

#### Part 2. Retaliation Complaint Details (cont)

##### Complaint Description

I was terminated when not allowing myself to be tricked into signing for goods and services provided to the government (ARMY) when in fact the materials were either grossly non compliant or in fact no supplied at all. I identified and began to recognize patterns of behavior on both Government Officials and Employees and Specific individuals with a PRIME CONTRACTOR that are consistent examples of Fraud -- examples of this were actually proven when a the Flooring Company in Fairbanks was discovered in excessive charges and Anti Trust Violations. While working for DPW I specifically worked on some projects but actually was able to look at all active and former projects and began to notice consistent inconsistencies in form and manner. These inconsistencies are typically reflective of covering up improper and fraudulent conduct. When I asked about this I began to get real resistance and suspicion that I was there collecting information to "Turn them in." While I have an ethical conduct the only company I actually turned in was Patrick Constructors on FTW 435; and that was for safety concerns, yet part of those safety concerns involved the flooring and its application. In hindsight I look at the uneasiness around my questioning and the fact the same installer was later seen installing flooring on other projects I know non compliant (inferior product) being installed on other jobs like the remodel of Building 3441 in 2022. I have pointed to example of what I know are examples of fraud and I can point you to more along with individuals involved as well as the collaborative efforts of a corrupt Prime Contractor and the negative treatment towards me because I know exactly what they are doing. This was an exchange to my special counsel and briefly described to MSPB in July 2022 and I am 100% convinced associated with the Guilty Plea of the Flooring Fraud in Fairbanks Alaska in 2022 . Further , the retaliation from Patrick Constructors (An Aleut Company) and Aleut Federal (Both Prime Contractors on Fort Wainwright and committing fraud and stealing from the government with the help of senior Federal Employees) which resulted in orchestrating my termination because I was exposing it and would had a reputation for not allowing such conduct and not allowing myself to be suckered into this activity.

#### Part 3. Other Agencies Contacted

Has this whistleblower retaliation complaint been filed with any other organization/agency?	Yes
Which Organization/Agency?	Merit System Protection Board
When did you submit?	07/08/2022

What is the status of that complaint?	Open
Case Number	SF-315H-22-0532-I-1
<b>Part 4. Document Uploads</b>	
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SF220532I1-PFR-5-DocNum1977301.pdf - 196.270 KBs	
Response 1.docx - 14.714 KBs	
OSC RESPONSE.docx - 35.935 KBs	
Do you have additional documents you wish to provide us?	Yes
Briefly describe the type, content and nature of those documents	More supporting emails and locations of theft
<b>Part 5. Certifications</b>	
I certify that all of the statements made in this complaint are true, complete, and correct, to the best of my knowledge. I understand that a false statement or concealment of a material fact is a criminal offense (18 USC § 1001; Inspector General Act of 1978, As Amended, §7).	Yes
I have provided my election concerning my filing status in Part I of this form (Release of Identity, Non-Release of Identity, or Anonymous). If I did not provide my release election, I understand that this will cause a delay in the processing of my complaint. I further understand that if I have elected either confidential or anonymous status, it may impact the ability of the DoD Hotline to either conduct an inquiry, if warranted, and/or to appropriately address my issue(s). I also understand that if I elect anonymity, without providing any contact information, I will be unable to request confirmation of receipt of this complaint to the DoD Hotline, or to receive advisements as to open or closed status.	Yes
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**shelbystartz@outlook.com**

---

**From:** Info <info@osc.gov>  
**Sent:** Friday, January 6, 2023 11:02 AM  
**To:** 'shelbystartz@outlook.com'  
**Cc:** Kish, Alexander  
**Subject:** OSC Status Update

**Categories:** MSPB OSC

Good Afternoon,

We received your OSC Form-14 on 12/29/2022. Your case number is MA-23-000527 and is currently being reviewed.

The Attorney assigned to your case is Mr. Kirsh. He can be contacted at: AKirsh@osc.gov. If you have questions about your case or additional documents/information to add to your case file, please contact Kirsh and reference your OSC case number.

For more details about Prohibited Personnel Practices please review our Frequently Asked Questions at  
<https://osc.gov/Services/Pages/PPP.aspx>.

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Thank you.

**shelbystartz@outlook.com**

---

**From:** Kish, Alexander <AKish@osc.gov>  
**Sent:** Monday, January 9, 2023 12:07 PM  
**To:** Sherman Startz  
**Subject:** Re: OSC to Sherman Startz - request for interview

Hello Mr. Startz,

Would you be free on Thursday at 2pm ET?

Best,

Alex Kish  
Attorney  
Retaliation and Disclosure Unit  
U.S. Office of Special Counsel  
1730 M Street, N.W.  
Suite 218  
Washington, D.C. 20036  
202-804-7048  
[akish@osc.gov](mailto:akish@osc.gov)

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---

**From:** Sherman Startz <shelbystartz@outlook.com>  
**Sent:** Monday, January 9, 2023 2:34 PM  
**To:** Kish, Alexander <AKish@osc.gov>  
**Cc:** AKirsh@osc.gov <AKirsh@osc.gov>  
**Subject:** RE: OSC to Sherman Startz - request for interview

**CAUTION: EXTERNAL EMAIL** Do not click on links, open attachments, or provide information unless you are sure the message is legitimate and the content is safe.

Anytime is fine with me. Ideally between 0600 and 1800 Alaska time; but honestly I am so ready to talk to someone, I will chat at 0300.

I have teams on my laptop and cell phone.

Respectfully

Sherman S. Shelby  
907-231-9270

---

**From:** Kish, Alexander <AKish@osc.gov>  
**Sent:** Friday, January 6, 2023 12:22 PM  
**To:** shelbystartz@outlook.com  
**Subject:** OSC to Sherman Startz - request for interview

Dear Mr. Startz,

You recently filed two complaints with the U.S. Office of Special Counsel (OSC), in which you made one or more allegations of a prohibited personnel practice, including retaliation for whistleblowing (OSC File No. MA-23-000527), and you reported one or more instances of gross mismanagement, gross waste of funds, abuse of authority, substantial and specific danger to public health or safety, and/or a violation of a law, rule, or regulation (OSC File No. DI-23-000198). As such, OSC has assigned your complaints to the Retaliation and Disclosure Unit and I will be the main point of contact on both of these matters. At this time, I would like to set up a convenient time for us to go over the facts of the complaints. Please let me know what day and time works best for you this week or next. This will be a Microsoft Teams audio call.

I also ask that you review the attached fact sheet before our call so that I can answer any related questions you may have on the information provided.

Sincerely,

Alex Kish  
Attorney  
Retaliation and Disclosure Unit  
U.S. Office of Special Counsel  
1730 M Street, N.W.  
Suite 218  
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**shelbystartz@outlook.com**

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**From:** Kish, Alexander <AKish@osc.gov>  
**Sent:** Wednesday, March 22, 2023 9:33 AM  
**To:** 'shelbystartz@outlook.com'  
**Subject:** OSC to Sherman Startz - Final decision on PPP, IRA letter  
**Attachments:** OSC to Sherman Startz - Final Decision on PPP - March 22, 2023.pdf; OSC to Sherman Startz - IRA Letter - March 22, 2023.pdf

Mr. Startz,

Attached, please find OSC's final decision into your prohibited personnel practices complaint and a letter explaining the individual right of action (IRA) appeal. Based on what you have told me about your MSPB appeal, it is likely that the Board would dismiss your appeal for lack of jurisdiction. However, with this IRA letter, the Board would have jurisdiction, although you would be more limited in the affirmative defenses that you could raise and the initial burden of proof would be on you to prove retaliation, not on the agency, in an IRA appeal. You would also be limited to bringing your retaliation claim to the Board.

Please let me know if you have any questions, but the Board is in a better position to explain what you should do with your IRA letter given that your appeal is still being considered.

Kind regards,

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**U.S. OFFICE OF SPECIAL COUNSEL**  
1730 M Street, N.W., Suite 218  
Washington, D.C. 20036-4505  
202-804-7000

March 22, 2023

**VIA ELECTRONIC MAIL**

Mr. Sherman Startz  
116 Kelsan Way  
Fairbanks, AK 99709  
shelbystartz@outlook.com

Re: OSC File No. MA-23-000527 – Final Determination

Dear Mr. Startz:

On February 10, 2023, we sent you a letter setting out our preliminary determination to close your prohibited personnel practice complaint. At that time, we notified you that you had 13 days to respond with any additional information for us to consider. That same day, you responded to our letter, stating that you disagreed with our preliminary findings. However, we note that your response did not contain any information or facts that would change our ultimate analysis and conclusions. Accordingly, for all the reasons stated in our February 10, 2023 letter, we are now closing OSC's inquiry into your prohibited personnel practice complaint.

Because you alleged potential violations of 5 U.S.C. § 2302(b)(8) and (b)(9), you may have a right to seek corrective action from the Merit Systems Protection Board (Board) under the provisions of 5 U.S.C. §§ 1214(a)(3) and 1221, also referred to as an individual right of action appeal. You may file a request for corrective action with the Board within 65 days of the date of this letter. The Board regulations concerning rights to file a corrective action case can be found at 5 C.F.R. Part 1209. We have sent you a separate letter on this date regarding your right to file a corrective action case with the Board.

Sincerely,

Alex Kish  
Attorney  
Retaliation and Disclosure Unit  
(202) 804-7048  
akish@osc.gov

**shelbystartz@outlook.com**

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---

**From:** Kish, Alexander <AKish@osc.gov>  
**Sent:** Friday, January 6, 2023 12:22 PM  
**To:** shelbystartz@outlook.com  
**Subject:** OSC to Sherman Startz - request for interview

Dear Mr. Startz,

You recently filed two complaints with the U.S. Office of Special Counsel (OSC), in which you made one or more allegations of a prohibited personnel practice, including retaliation for whistleblowing (OSC File No. MA-23-000527), and you reported one or more instances of gross mismanagement, gross waste of funds, abuse of authority, substantial and specific danger to public health or safety, and/or a violation of a law, rule, or regulation (OSC File No. DI-23-000198). As such, OSC has assigned your complaints to the Retaliation and Disclosure Unit and I will be the main point of contact on both of these matters. At this time, I would like to set up a convenient time for us to go over the facts of the complaints. Please let me know what day and time works best for you this week or next. This will be a Microsoft Teams audio call.

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**U.S. OFFICE OF SPECIAL COUNSEL**  
1730 M Street, N.W., Suite 218  
Washington, D.C. 20036-4505  
202-804-7000

March 22, 2023

**VIA ELECTRONIC MAIL**

Mr. Sherman Startz  
116 Kelsan Way  
Fairbanks, AK 99709  
[shelbystartz@outlook.com](mailto:shelbystartz@outlook.com)

Re: OSC File No. MA-23-000527

Dear Mr. Startz:

The U.S. Office of Special Counsel (OSC) terminated its inquiry into your allegations of prohibited personnel practices under 5 U.S.C. § 2302(b)(8) and (b)(9) on March 22, 2023. The purpose of this letter is to notify you that you may file an “individual right of action” (IRA) appeal seeking corrective action from the Merit Systems Protection Board (Board).

In your complaint against the U.S. Department of the Army (Army), Army Installation Management Command, Headquarters, U.S. Army Garrison Alaska, you alleged that you were retaliated against for disclosing to Army officials that they violated a law, rule, or regulation, engaged in gross mismanagement, grossly wasted funds, and abused their authority by not properly overseeing contractor work, accepting fictitious specification numbers from a contractor, and instructing you to sign for materials that were not delivered. You alleged that, in retaliation for these disclosures, Army officials subjected you to a hostile work environment and terminated your employment during your probationary period.

In your IRA appeal, you may seek corrective action from the Board under 5 U.S.C. §§ 1214(a)(3) and 1221 for any personnel action taken or proposed to be taken against you because of a protected disclosure or activity that was the subject of your OSC complaint. You may file the IRA appeal with the Board within 65 days after the date of this letter. The regulations concerning rights to file an IRA appeal with the Board can be found at 5 C.F.R. Part 1209. If you choose to file an IRA appeal with the Board, you should include this letter as part of your submission.

**U.S. Office of Special Counsel**

Sherman Startz

Page 2

Although an individual bringing an IRA appeal to the Board must show that he or she has exhausted OSC procedures, our decision to end the investigation may not be considered in an IRA appeal. *See* 5 U.S.C. § 1221(f)(2); *Bloom v. Dep't of the Army*, 101 M.S.P.R. 79, 84 (2006). The Board may order an individual to submit a copy of OSC's determination letter, but the order must contain an explanation of why the letter is necessary and give the individual the opportunity to consent. *See* 5 U.S.C. § 1214(a)(2)(B); *Bloom*, 101 M.S.P.R. at 84.

Sincerely,

A handwritten signature in black ink, appearing to read "AK".

Alex Kish  
Attorney  
Retaliation and Disclosure Unit  
(202) 804-7048  
[akish@osc.gov](mailto:akish@osc.gov)



**U.S. OFFICE OF SPECIAL COUNSEL**  
1730 M Street, N.W., Suite 218  
Washington, D.C. 20036-4505  
202-804-7000

March 22, 2023

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Mr. Sherman Startz  
116 Kelsan Way  
Fairbanks, AK 99709  
[shelbystartz@outlook.com](mailto:shelbystartz@outlook.com)

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Sincerely,

Alex Kish  
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(202) 804-7048  
[akish@osc.gov](mailto:akish@osc.gov)

NOLAN J. MAYTHER  
ANNE J. VELDHUIS  
Trial Attorneys  
United States Department of Justice  
Antitrust Division  
450 Golden Gate Avenue, Rm 10-0101  
San Francisco, CA 94102  
Telephone: (415) 934-5300  
Facsimile: (415) 934-5399  
nolan.mayther@usdoj.gov

Attorneys for Plaintiff  
United States of America

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF ALASKA

UNITED STATES OF AMERICA,    ) No. 4:22-cv-00007-RRB-SAO  
  )  
Plaintiff,    ) COUNT ONE:  
  )  
vs.    ) Conspiracy  
  )  
  ) Vio. of 18 U.S.C. § 371  
BENJAMIN W. MCCULLOCH,    )  
  )  
Defendant.    ) COUNT TWO:  
  )  
  ) Kickbacks  
  )  
  ) Vio. of 41 U.S.C. § 8702  
  )  
  )  
  ) COUNT THREE:  
  )  
  ) Kickbacks  
  )  
  ) Vio. of 41 U.S.C. § 8702  
  )  
  )  
  ) COUNT FOUR:  
  )  
  ) Kickbacks  
  )  
  ) Vio. of 41 U.S.C. § 8702  
  )  
  )  
  ) COUNT FIVE:  
  )  
  ) Kickbacks  
  )  
  ) Vio. of 41 U.S.C. § 8702  
  )  
  )

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## INFORMATION

The United States charges that:

### BACKGROUND

1. Fort Wainwright is a United States Army facility located in Fairbanks, Alaska. Between 2016 and 2021, the United States Army awarded contracts to various prime contractors for construction services and maintenance at Fort Wainwright.

2. Beginning no later than March 2016 and continuing through at least March 2021 (“the relevant period”), defendant BENJAMIN MCCULLOCH was the owner of COMPANY A. During the relevant period, COMPANY A was a sub-contractor providing flooring construction services to the United States Army at Fort Wainwright.

3. During the relevant period, INDIVIDUAL 1 was an employee of COMPANIES B and C, both of which were prime contractors providing construction services at Fort Wainwright.

4. During the relevant period, COMPANY A, at MCCULLOCH’s direction, provided flooring construction services at Fort Wainwright as a subcontractor to COMPANIES B and C.

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## **COUNT ONE**

### **(Conspiracy to Provide Kickbacks in violation of 18 U.S.C. § 371)**

#### The Conspiracy and its Objects

5. Beginning at least as early as March 2016, and continuing through and around March 2021, in the District of Alaska and elsewhere, MCCULLOCH, INDIVDIUAL 1, and others known and unknown, did unlawfully, willfully, and knowingly combine, conspire, and agree together and with each other to commit an offense against the United States, namely, to provide kickbacks in violation of 41 U.S.C. § 8702, specifically, by MCCULLOCH knowingly and willfully providing kickbacks—that is, money, fees, commissions, credits, gifts, gratuities, things of value, and compensation—directly and indirectly to INDIVIDUAL 1, for the purpose of improperly obtaining and rewarding favorable treatment in connection with subcontracts relating to prime contracts for construction services at Fort Wainwright.

#### Manner and Means of the Conspiracy

6. The manner and means of the conspiracy were as follows:

a. Beginning in or around March 2016, MCCULLOCH submitted flooring construction proposals for projects at Fort Wainwright to INDIVIDUAL 1 and engaged in communications and attended meetings with INDIVIDUAL 1. In the course of these interactions, INDIVIDUAL 1 requested that MCCULLOCH inflate the prices COMPANY A charged COMPANY B and COMPANY C for flooring construction services at Fort Wainwright. MCCULLOCH agreed in the

course of these interactions to pay approximately half of the inflated amount to INDIVIDUAL 1 as kickbacks.

b. INDIVIDUAL 1 solicited specific kickbacks related to particular subcontracts by inflating the price contained in MCCULLOCH's proposals and requesting that MCCULLOCH re-submit proposals with inflated prices to COMPANIES B and C. MCCULLOCH then re-submitted the inflated proposals.

c. INDIVIDUAL 1 then caused COMPANIES B and C to award flooring subcontracts to MCCULLOCH and COMPANY A at the inflated price. MCCULLOCH then provided kickbacks in the form of cash and goods to INDIVIDUAL 1, equal to approximately half of the inflated amount.

#### Overt Acts

7. In furtherance of the conspiracy and to effect its objects, the following overt acts, among others, were committed in the District of Alaska and elsewhere:

a. Beginning on or around March 13, 2017, in a continuing course of conduct, MCCULLOCH provided at least \$47,563.22 in kickbacks to INDIVIDUAL 1 for the purpose of improperly obtaining and rewarding favorable treatment in connection with a subcontract relating to a prime contract for construction services at Building 1053 located on Fort Wainwright. Among the kickbacks MCCULLOCH provided INDIVIDUAL 1 was a 2017 Ford Explorer worth at least \$45,164.00.

b. Beginning on or around September 20, 2018, and continuing through at least December 2, 2019, MCCULLOCH provided at least \$32,021.87 in kickbacks to INDIVIDUAL 1 for the purpose of improperly obtaining and rewarding favorable treatment in connection with a subcontract relating to a prime contract for construction services at Building 3416, located on Fort Wainwright. The kickbacks MCCULLOCH provided INDIVIDUAL 1 included, among other things, Apple watches, TVs, a camera, a camera lens, binoculars, workout equipment, and cash payments.

c. Beginning on or around January 29, 2020, and continuing through at least April 30, 2020, MCCULLOCH provided at least \$1,816.98 in kickbacks to INDIVIDUAL 1 for the purpose of improperly obtaining and rewarding favorable treatment in connection with a subcontract relating to a prime contract for construction services at a Popeyes-Taco Bell restaurant, located on Fort Wainwright.

d. Beginning in or around July 2020, in a continuing course of conduct, MCCULLOCH provided at least \$20,000 in kickbacks to INDIVIDUAL 1 for the purpose of improperly obtaining and rewarding favorable treatment in connection with a subcontract relating to a prime contract for construction services at Hangar 1, located on Fort Wainwright. Among the kickbacks MCCULLOCH provided INDIVIDUAL 1 were cash payments and a side-by-side all-terrain vehicle worth approximately \$16,499.

All in violation of Title 18, United States Code, Section 371 and Title 41, United States Code, Section 8702.

## **COUNT 2**

### **(Providing Kickbacks in violation of 41 U.S.C. § 8702—Building 1053)**

8. The allegations set forth in Count 1 are incorporated herein by reference.

9. Beginning in or around March 13, 2017, in a continuing course of conduct, in the District of Alaska and elsewhere, MCCULLOCH knowingly and willfully provided at least \$47,563.22 in kickbacks—that is, money, fees, commissions, credits, gifts, gratuities, things of value, and compensation—directly and indirectly to INDIVIDUAL 1, as a prime contractor employee, for the purpose of improperly obtaining and rewarding favorable treatment in connection with a subcontract relating to a prime contract for construction services at Building 1053 in Fort Wainwright. Among the kickbacks MCCULLOCH provided INDIVIDUAL 1 was a 2017 Ford Explorer worth at least \$45,164.00. MCCULLOCH made loan payments on the 2017 Ford Explorer through at least March 2019.

All in violation of Title 41, United States Code, Section 8702.

## **COUNT 3**

### **(Providing Kickbacks in violation of 41 U.S.C. § 8702—Building 3416)**

10. The allegations set forth in Count 1 are incorporated herein by reference.

11. Beginning on or around September 20, 2018, and continuing through at least December 2, 2019, in the District of Alaska and elsewhere, MCCULLOCH knowingly and willfully provided at least \$32,021.87 in kickbacks to INDIVIDUAL 1, as a prime

contractor employee, for the purpose of improperly obtaining and rewarding favorable treatment in connection with a subcontract relating to a prime contract for construction services at Building 3416, located on Fort Wainwright. The kickbacks MCCULLOCH provided INDIVIDUAL 1 included, among other things, Apple watches, TVs, a camera, a camera lens, binoculars, workout equipment, and cash payments.

All in violation of Title 41, United States Code, Section 8702.

**COUNT 4**

**(Providing Kickbacks in violation of 41 U.S.C. § 8702—Popeyes-Taco Bell)**

12. The allegations set forth in Count 1 are incorporated herein by reference.

13. Beginning on or around January 29, 2020, and continuing through at least April 30, 2020, in the District of Alaska and elsewhere, MCCULLOCH knowingly and willfully provided at least \$1,816.98 in kickbacks to INDIVIDUAL 1, as a prime contractor employee, for the purpose of improperly obtaining and rewarding favorable treatment in connection with a subcontract relating to a prime contract for construction services at a Popeyes-Taco Bell restaurant, located on Fort Wainwright.

All in violation of Title 41, United States Code, Section 8702.

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## **COUNT 5**

### **(Providing Kickbacks in violation of 41 U.S.C. § 8702—Hangar 1)**

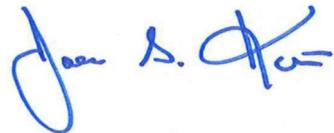
14. The allegations set forth in Count 1 are incorporated herein by reference.

15. Beginning in or around July 2020, in a continuing course of conduct, in the District of Alaska and elsewhere, MCCULLOCH knowingly and willfully provided at least \$20,000 in kickbacks to INDIVIDUAL 1, as a prime contractor employee, for the purpose of improperly obtaining and rewarding favorable treatment in connection with a subcontract relating to a prime contract for construction services at Hangar 1, located on Fort Wainwright. Among the kickbacks MCCULLOCH provided INDIVIDUAL 1 were cash payments and a side-by-side all-terrain vehicle worth approximately \$16,499.

All in violation of Title 41, United States Code, Section 8702.

DATED: August 25, 2022

U.S. DEPARTMENT OF JUSTICE  
ANTITRUST DIVISION, By



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JONATHAN S. KANTER  
Assistant Attorney General



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RICHARD A. POWERS  
Deputy Assistant Attorney General



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NOLAN J. MAYTUBBY  
ANNE J. VELDHUIS  
Trial Attorneys



## ARMY POSITION DESCRIPTION

PD#: EV496104	Sequence#: VARIES	Replaces PD#:
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### CONSTRUCTION CONTROL INSPECTOR

**GS-0809-09**

#### POSITION LOCATION:

**Servicing CPAC:** ALASKA CPAC

**Agency:** VARIES

**Installation:** VARIES

**Army Command:** VARIES

**Region:** WEST

**Command Code:** VARIES

#### POSITION CLASSIFICATION STANDARDS USED IN CLASSIFYING/GRADING POSITION:

**Citation 1:** OPM PCS TECHNICAL WORK ENGINEERING AND ARCHITECTURE GROUP, MAY 2007

**Supervisory Certification:** *I certify that this is an accurate statement of the major duties and responsibilities of this position and its organizational relationships, and that the position is necessary to carry out Government functions for which I am responsible. This certification is made with the knowledge that this information is to be used for statutory purposes relating to appointment and payment of public funds, and that false or misleading statements may constitute violations of such statutes or their implementing regulations.*

**Supervisor's Name:** DAVID J. ZRNA

**Date Certified:** 04/20/2020

**Classification Review:** *This position has been classified/graded as required by Title 5, U.S. Code in conformance with standard published by the U.S. Office of Personnel Management or if no published standards apply directly, consistently with the most applicable published standards.*

**Classified By:** CYNTHIA LIGHT

**Date Classified:** 11/17/2017

**Position Cursory Review:** *This position description (PD) has been reviewed and it is determined that: the major duties equal 100%; the statement Performs other duties as assigned (PODAA) is present; where applicable, the factors, levels, and points are identified directly under PODAA, add up correctly, and the Point Range for the grade is present; and, the Conditions of Employment are located in the Conditions of Employment & Notes section, and if required, Temporary Duty Travel (TDY) of 25% or more (may be less if requested by management), is included. The PD is in the format of the classification standard of record, and the standard(s) is/are cited properly, and the title/series/grade are properly determined based on the standard. The FLSA is correct and when it is determined*

*that the position is Exempt, a complete explanation is provided, and all outdated/obsolete forms are removed. (All position descriptions require a cursory review upon initial verification in FASCLASS and may be reviewed again every 5 years thereafter, or before if OPM issues a new classification standard or guide).*

**Reviewed By:** CYNTHIA LIGHT

**Date Reviewed:** 04/20/2020

<b>POSITION INFORMATION:</b>	<b>CONDITION OF EMPLOYMENT:</b>	<b>POSITION ASSIGNMENT:</b>
<p><b>Cyber Workforce:</b></p> <ul style="list-style-type: none"> <li>• <b>Primary Work Role:</b> VARIES</li> <li>• <b>Additional Work Role 1:</b> VARIES</li> <li>• <b>Additional Work Role 2:</b> VARIES</li> </ul> <p><b>FLSA:</b> NON-EXEMPT  <b>FLSA Worksheet:</b> NON EXEMPT  <b>FLSA Appeal:</b> NO  <b>Bus Code:</b> VARIES  <b>DCIPS PD:</b> NO           <ul style="list-style-type: none"> <li>• <b>Mission Category:</b></li> <li>• <b>Work Category:</b></li> <li>• <b>Work Level:</b></li> </ul> <b>Acquisition Position:</b> NO           <ul style="list-style-type: none"> <li>• <b>CAP:</b></li> <li>• <b>Career Category:</b></li> <li>• <b>Career Level:</b></li> </ul> <b>Functional Code:</b> 00  <b>Interdisciplinary:</b> NO  <b>Supervisor Status:</b> VARIES  <b>PD Status:</b> VERIFIED  <b>DCA Override:</b> NO</p>	<p><b>Drug Test Required:</b> VARIES  <b>Financial Mgmt Cert:</b>  <b>Position Designation:</b> VARIES  <b>Position Sensitivity:</b> VARIES  <b>Sec. Clearance Level:</b> VARIES  <b>Sec. Access (Child Care Bkgd Check):</b> VARIES  <b>Emergency Essential:</b>  <b>Requires Access to Firearms:</b> VARIES  <b>Personnel Reliability Position:</b> VARIES  <b>Information Assurance:</b> N  <b>Influenza Vaccination:</b> NO  <b>Financial Disclosure:</b> NO  <b>Enterprise Position:</b> VARIES</p>	<p><b>Competitive Area:</b> VARIES  <b>Competitive Level:</b> VARIES  <b>Career Program:</b> VARIES  <b>Career Ladder PD:</b> NO  <b>Target Grade/FPL:</b> 09  <b>Career Pos 1:</b>  <b>Career Pos 2:</b>  <b>Career Pos 3:</b>  <b>Career Pos 4:</b>  <b>Career Pos 5:</b>  <b>Career Pos 6:</b></p>

#### **POSITION DUTIES:**

Serves as Construction Control Inspector responsible for the quality assurance in a variety of maintenance, repair, renovation, and minor construction projects; and services, by contract, within administrative, training, barracks, dining, medical, recreational, range, utility, and transportation facilities. The incumbent interprets contract specifications and other directives to resolve problems.

1. The incumbent is independently responsible for maintaining surveillance, on a day-to-day basis, over the full range of technical support and field engineering activities associated with specific phases of maintenance, repair, renovation, and minor construction projects. Inspects, reviews, and certifies general maintenance, repair, and construction contracts of normal difficulty to ensure compliance with plans, specifications, and acceptable construction practices. Examines foundation excavation and construction; construction and erection of form walls; and the quality, placement, and curing of concrete. Checks structural steel for placement and compliance with shop drawings; checks roofing materials and observes the erection of roof trusses, joists, and coverings; and inspects lumber and millwork for proper size, finish, grade, moisture content, and

installation. Checks plumbing work such as sewer and water lines, fixtures, and appliances; inspects heating system including piping, radiators, and controls; inspects electrical work such as installation of wiring, cables, fixtures, and circuits; checks paint, glass, hardware, and other materials; and inspects exterior utilities, including underground water systems, sanitary and storm sewer systems, gas mains, and electrical distribution systems.

Examines extensions and replacement of overhead or underground exterior electrical distribution systems, transformer stations, and electrical equipment systems. Performs construction inspections of roads, runways, walks, and parking areas for conformance to plans, specifications, agency policies, and acceptable construction practices. Inspects sub-grade, flexible base, moisture content, compaction, cleanliness, and freedom from undesirable materials, proper grade lines, ditch grade, drainage, and drainage structures; and inclusion and arrangement of reinforcing steel prior to placement of asphalt or concrete. Inspects mixture of materials such as soils, gravel, crushed stone, and soil test prescribed in contract covering density, proportions, dimensions, quantities, and quality. 30%

2. Independently monitors contractor performance and notifies Project Manager (PM), Contracting Officer Representative (COR), and Supervisor of contractors' noncompliance with contract documents. Provides supporting documentation, ensure and assist contractors in complying with contract plans and specifications, and makes recommendations for improved methods and techniques for construction which are considered beneficial in obtaining the best possible construction work and conform to established precedents that do not involve added cost or engineering design and are consistent with contract plans and specifications. On a daily basis, the incumbent tracks and maintains documentation of contractors progress through Quality Assurance Reports (QAR) and notes any decisions, recommendations, or suggestions made regarding contractors' performance and status of projects to the PM, COR, and Supervisor. The incumbent ensure contractors are in compliance with all applicable health and safety regulations and use prudence in stoppage of work when violations are of a nature which may result in loss of life or limb and notifies the PM, COR, and Supervisor immediately after the stoppage of work occurs. Recognizes when problems should be referred to supervisor for assistance. This position requires the incumbent to be proficient in several computer programs to access reports and other computer base documents. 30%

3. Represents the Directorate of Public Works (DPW) as the construction representative. Obtains contract documents at beginning of projects to review plans, specifications, and shop drawings for complete understanding of project and provides written comments or questions to the PM for clarity. Actively participates in post award (pre-construction) conferences to discuss principal construction features and requirements in terms of methods and equipment operations, construction scheduling, progress reporting, work acceptance procedures, safety measures, and other matters related to contractual performance. Incumbent reviews contractors' proposed working schedules to ensure awareness of critical path items which require detailed inspection and approval before work may continue. Assists the PM with the coordination of contractors, facility users, and other agencies with facility access, utility outages, road closures, disposal of waste materials (i.e., conventional and hazardous), and storage of construction materials and equipment to allow for an uninterrupted flow of progress. 20%

4. Incumbent is independently responsible for maintaining surveillance, on a day-to-day basis, on any one of the Installation's Service Contracts to include custodial, refuse, range hood cleaning, grease interceptor pumping/cleaning, elevator maintenance, load testing, and traffic signals. The incumbent inspects and ensures that the work meets quality requirements identified in the contract and ensures that facility managers comply with the contract provisions regarding adequate building access, safety, utilities, and initiates proper action to correct problems encountered. Monitors and inspects safety practices of contractor to ensure compliance with applicable (Post, OSHA, etc.) safety requirements.

Investigates complaints and informs COR of deficiencies and provides documentation that will support appropriate claims. Assists COR in the resolution of problem areas arising from user complaints with regard to contract services. Prepares accurate and detailed inspection reports on all factors pertaining to the services provided indicating work accomplished, noted deficiencies, shortage of supplies, manner of employee performance, user complaints, corrective action taken, safety and security violations, and any other item reflecting contract non-compliance which are used as the basis for verifying requests for payment. Identifies cost savings situations and provides proper documentation for possible consideration by the COR to incorporate changes to existing services contracts. Provides technical information to the COR regarding supplies and equipment introduced by the contractor. Keeps the COR and Supervisor informed of schedule status and problems encountered which may result in controversial situation. 20%

Performs other duties as assigned.

**Factor 1: Knowledge Required by the Position - Level 1-6, 950 Points**

Practical knowledge and skill in applying a wide range of specialized methods, techniques, procedures, policies, costs, materials, and equipment relating to construction. Must have practical knowledge of mechanical and electrical engineering and architecture work to review and analyze project plans and specifications. Knowledge and skill to plan and accomplish complete projects or studies; resolve a variety of complex problems; ensure adherence to safety standards and environmental regulations. Skill and ability to observe and investigate all construction phases to ensure compliance with contract schedules, specifications, and shop drawings. Ability to read and interpret engineering/architectural plans and specifications.

**Factor 2: Supervisory Controls - Level 2-3, 275 Points**

Supervisor assigns responsibilities in terms of priorities and overall objectives. The incumbent independently plans and carries out assignments in conformance with accepted policies and practices; resolves commonly encountered work problems and deviations by exercising judgment in selecting appropriate instructions, policies, guidelines, or accepted practices; and brings controversial information and findings to the supervisor's attention for direction. The supervisor reviews completed work for conformity with policy, the appropriateness of the employee's approach, technical soundness, and adherence to deadlines.

**Factor 3: Guidelines - Level 3-3, 275 Points**

Incumbent uses a number of engineering references such as Army regulations, technical manuals, codes, handbooks, specifications, catalogs, contract specifications, surveillance plans, policies/procedures, government procurement regulations, quality assurance directives, and other technical references. The incumbent has the responsibility to adapt and extend these procedural guides and regulations to the assignments and any particular situation involved. In some cases, regular guidance may not be completely applicable to a situation, nor provide specific guidance. The incumbent must exercise independent judgment in interpreting guidelines and in adapting them to specific assignments.

**Factor 4: Complexity - Level 4-3, 150 Points**

Work consists of a number of different processes related to inspecting the electrical, mechanical, and structural aspects of construction of multi-story office or residential buildings of moderate size and conventional design. The employee selects the appropriate process from many alternatives to schedule work, interpret plans and specifications, select work methods, and ensure the acceptability of materials and workmanship. Exercises

independent judgment to resolve problems resulting from different and unrelated construction processes and methods employed by multiple contractors.

Factor 5: Scope and Effect - Level 5-3, 150 Points

Responsible for the surveillance of assigned construction projects which require using a wide variety of standardized inspection methods, procedures, and techniques. The proper design and specification for all construction and services contracts have a direct effect on the quality and the service provided to these communities. The work further affects the capability of the installation to meet mission requirements by the timeliness and acceptability of facilities for use.

Factors 6&7: Personal Contacts/Purpose of Contacts - Level 2B, 75 Points

Personal contacts are within and outside the immediate organization usually in a moderate structured setting. The purpose of the contacts is to plan, coordinate, or advise on work efforts or to resolve operating problems by influencing or motivating individuals or groups who are working toward mutual goals and who have basically cooperative attitudes.

Factor 8: Physical Demands - Level 8-2, 20 Points

The work involves moderate physical demands in terms of inspections, investigations, and surveys of facilities, which may involve climbing ladders, scaffolds, and stairs. This normally requires long periods of standing, walking, crawling, stooping, and bending.

Factor 9: Work Environment - Level 9-2, 20 Points

The work is performed inside and outdoors in all types of weather conditions, as well as, in an office setting doing paper work and in conference rooms for pre-construction meetings in well lighted, heated and ventilated space. Work is accomplished in a construction environment involving noise, dirt, fumes, high and low temperatures, and hazardous material and conditions. The work involves a fair amount of discomfort associated with construction sites and incumbent must wear safety equipment such as hard hats.

Total Points: 1915

Point Range: 1855-2100

Grade: GS-09

**Fair Labor Standards Act (FLSA) Determination = (NON EXEMPT)**

- 1. Availability Pay Exemption** - (e.g., Criminal Investigators, U.S. Customs and Border Protection pilots who are also Law Enforcement Officers).
- 2. Foreign Exemption** - (Note: Puerto Rico and certain other locations do not qualify for this exemption – [See 5 CFR 551.104](#) for a list of Nonexempt areas.)
- 3. Executive Exemption:**
  - a. Exercises appropriate management responsibility (primary duty) over a recognized organizational unit with a continuing function, AND
  - b. Customarily and regularly directs 2 or more employees, AND
  - c. Has the authority to make or recommend hiring, firing, or other status-change decisions, when such recommendations have particular weight.

Note: Shared supervision or "matrix management" responsibility for a project team does not meet the above criteria. Limited "assistant manager" functions or "acting in the absence" of the manager does not meet the above criteria.

- 4. Professional Exemption:**
- a. Professional work (primary duty)
  - b. Learned Professional, ([See 5 CFR, 551.208](#)) (Registered Nurses, Dental Hygienists, Physician's Assistants, Medical Technologists, Teachers, Attorneys, Physicians, Dentists, Podiatrists, Optometrists, Engineers, Architects, and Accountants at the independent level as just some of the typical examples of exempt professionals). Or
  - c. Creative Professional, ([See 5 CFR, 551.209](#)) (The primary duty requires invention and originality in a recognized artistic field (music, writing, etc.) and does not typically include newspapers or other media or work subject to control by the organization are just some examples of Creative Professionals). Or
  - d. Computer Employee, ([See 5 CFR, 551.210](#)) ( must meet salary test and perform such duties as system analysis, program/system design, or program/system testing, documentation, and modification). Computer manufacture or repair is excluded (non-exempt work).
- 5. Administrative Exemption:**
- a. Primary duty consistent with [5 CFR 551](#) (e.g.; non-manual work directly related to the management or general business operations of the employer or its customers), AND job duties require exercise of discretion & independent judgment.
- FLSA Conclusion:**
- Exempt**
  - Non Exempt**

#### **FLSA Comments/Explanations:**

Position does not meet any exemption criteria.

#### **CONDITIONS OF EMPLOYMENT & NOTES:**

1. Must be able to obtain and maintain a valid state driver's license.
2. Use of Personal Protective Equipment is required.
3. The position may require TDY travel up to 5%.

#### **POSITION EVALUATION:**

Comp Level: 0005

11-Feb-201: Review PD - CLight CHRA AK

I. REFERENCE: OPM PCS TECHNICAL WORK ENGINEERING AND ARCHITECTURE GROUP, MAY 2007

II. SERIES AND TITLE DETERMINATION: The primary purpose of the position is to inspect the work performed by contractors during specific phases of maintenance, repair, renovation, and minor construction projects. The incumbent uses practical knowledge of

engineering principles when inspecting, reviewing, interpreting, and certifying general maintenance, repair, and construction contracts. The incumbent ensures work is in compliance with plans specifications and other directives to resolve problems and acceptable construction practices. Performance of the work requires the incumbent to independently monitor daily performance of construction workers and sites for safety compliance within specifications of the contract, installation, and other safety regulations. The position requires knowledge of construction practices, methods, techniques, and equipment, as well as, on-site inspections of construction work for compliance with plans and specifications. This position is covered by the Construction Control Technical Series, 0809. Therefore, the title of this position, as directed by the Reference above, is Construction Control Inspector.

### III. GRADE DETERMINATION:

Factor 1 - Knowledge Required by the Position - The position requires the incumbent to provide technical work in basic architectural, mechanical, and electrical engineering to review and analyze project plans and specifications. The incumbent must use knowledge of, and skill in applying, a wide range of specialized methods, techniques, procedures, policies, costs, materials, and equipment relating to construction work. The work requires the incumbent to independently identify actual or potential problems and determine the necessity for changes or remedial action to resolve difficult but well-precedent, factual, procedural, and reoccurring issues. The incumbent observes, investigates, and ensures adherence to contract schedules, specifications, and shop drawings are to safety standards and environmental regulations during all phases of the construction work and makes recommendations for changes in construction work to meet field conditions. The level of knowledge of and skill in applying standardized, analytical, and evaluative methods and techniques required for the position meets level 1-6.

The position does not meet level 1-7. The work at level 1-7 involves developing innovative or new work methods, approaches, or procedures to provide comprehensive management advisory and technical services on substantive functions, practices, and recommend appropriate solutions to resolve complex interrelated problems and issues. Unlike level 1-7, the work of this position does not require comprehensive, intensive, and practical knowledge of, and extensive experience and skills in applying a wide range of concepts, practices, regulations, policies, and precedents. Instead, this position requires the incumbent to use a full range of technical support and activities associated with specific phases of maintenance, repair, renovation, and minor construction projects. This factor is credited level 1-6, for 950 points.

Factor 2 - Supervisory Controls - The supervisor assigns responsibilities, outlines or discusses possible problem areas, and defines objectives, priorities, and deadlines. The supervisor provides assistance on controversial and unusual situation with no clear precedents. The work is performed independently by applying a thorough knowledge of established procedures and accepted construction practices. Therefore the supervisory controls meet level 2-3.

The position does not meet level 2-4. The work at this level requires the incumbent and supervisor to develop a mutually acceptable project plan which typically includes identification of the work to be done, the scope of the project, and deadlines for its completion. The employee resolves most of the conflicts that arise, coordinates with staff and line management personnel during all phases of the project, and interprets regulations or policy frequently on own initiative. At level 2-4, completed work is reviewed for soundness of overall approach, effectiveness in producing results, the feasibility of recommendations, and adherence to requirements by the supervisor and line management officials whose programs and employees would be affected by the implementation of the recommendations. Unlike level 2-4, the completed work of this position is reviewed for

conformity with policy, technical soundness, and adherence to deadlines set by the supervisor. This factor is credited level 2-3, for 275 points.

Factor 3 – Guidelines - Guidelines consists of a variety of published Army regulations, technical manuals, handbooks, specifications, surveillance plans, policies and procedures, government procurement regulations, quality assurance directives, and other specialized references. The position requires the incumbent to use judgment and initiative in choosing, interpreting, and adapting available guidelines and precedents to specific issues or subject studied by established policies and accepted practices. The incumbent researches regulations and makes recommendations for changes to procedures to improve the reliability of data, enhance services, correct deficiencies, and solve problems. The type of guidance and use of judgment required by the position meets that of Level 3-3.

The position does not meet level 3-4. At this level, the position requires the use of broad regulatory guidelines. Level 3-4 requires the incumbent to use initiative and resourcefulness in deviating from, refining, or extending traditional methods and practices, or in developing and recommending new or substantially modified methods, criteria, or policies. Unlike level 3-4, this position does not require deviation from established methods to modify, adapt, and/or refine broader guidelines to resolve complex issues and problems. This factor is credited with level 3-3, for 275 points.

Factor 4 – Complexity - The primary work consists of a number of different processes related to inspecting the electrical, mechanical, and structural aspects of numerous buildings of moderate size and conventional design. The employee exercises independent judgment to resolve problems resulting from different and unrelated construction processes and practices employed by multiple contractors. The complexity of the work meets level 4-3.

The position does not meet level 4-4 because at this level the analysis of work frequently entails application of qualitative and quantitative analytical techniques and the employee exercises seasoned judgment and skills to interpret considerable, incomplete, or conflicting data. Unlike the complexity of the work at level 4-4, this position's work consists of analyzing the subject, phase, or issues involved in each assignment to inspect, review, and certify general maintenance, repair, and construction contracts of normal difficulty to ensure compliance with plans, specifications, and acceptable construction practices. However, the incumbent keeps the COR and Supervisor informed of problems encountered which may result in controversial situations. This factor is credited with level 4-3, for 150 points.

Factor 5 – Scope and Effect - The scope of the work involves applying a considerable number of different basic but established methods, procedures, and techniques to support construction operations. The work affects personal safety of the workers and the quality and timeliness of services provided by a contractor. The scope and impact of the work for the position meet level 5-3.

The position does not meet level 5-4. At this level, the work involves establishing criteria, formulating projects, assessing program effectiveness, or analyzing a variety of unusual conditions, problems, or questions. The work affects the effectiveness and acceptability of personal safety, a wide range of operating systems and facilities, agency activities, or the operation of other agencies. Unlike level 5-4, the work of this position is limited to the personal safety of the workers and the quality and timeliness of services provided by a contractor. This factor is credited with level 5-3, for 150 points.

Factor 6/7 - Personal Contacts/Purpose of Contacts:

Personal Contacts

The position requires the incumbent to have personal contact with managers, subject matter specialist, administrative individuals, and private contractors within and outside the immediate installation, support activities, and the general public in a moderately structured settings. The personal contacts meet level 6-2.

The personal contacts does not meet level 6-3. At this level personal contacts are with individuals or groups from outside the agency, including consultants, contractors, vendors, or representatives of professional associations, in moderately unstructured settings.

#### Purpose of Contacts

The purpose of the contact is to exchange information, coordinate work efforts, and to discuss established, changed, or new plans and programs; and to provide advice, answer questions, and resolve problems related to construction operations with cooperative attitudes. The purpose for contacts meet level 7-B.

The position does not meet level 7-C. At this level, contacts are in a moderately unstructured settings to influence, motivate, or persuade persons or groups who are typically skeptical, resistant, or uncooperative, and who must be approached skillfully to obtain the desired effect. Unlike level 7-C, the incumbent refers all controversial issues to the supervisor. This factor is credited with level 6-2/7-B, for 75 points.

**Factor 8 – Physical Demands** - The work requires some physical exertion in which the incumbent must conduct regular and recurring construction, industrial, and outdoor facility sites visits where physical exertion such as prolonged standing, bending and stooping to observe work operations. The physical demands of the position of duties meet level 8-2.

The position does not meet Level 8-3. At level 8-3, the work requires considerable and strenuous physical exertion such as heavy lifting of objects weighing more than 50 pounds. This factor is credited with level 8-2, for 20 points.

**Factor 9 – Work Environment** - The work environment involves regular and recurring exposure to moderate risks or discomforts inside or outside in all types of weather conditions in a construction environment involving noise, dirt, fumes, high and low temperatures, and hazardous material and conditions that require special safety precautions. The incumbent must use protective clothing and gear. The work environment meets level 9-2.

The position does not meet Level 9-3 because the work environment at this level involves high risks of exposure to potentially dangerous situations or unusual environmental stress requiring a range of safety and other precautions where conditions cannot be controlled such as working at great heights under extreme outdoor weather conditions. This factor is credited Level 9-2, for 20 points.

Total Points: 1915

GS-09 Range: 1855-2100

**IV. FINAL CLASSIFICATION:** Construction Control Inspector, GS-0809-09

**V. FLSA:** Non-exempt



**DEPARTMENT OF THE ARMY**  
OFFICE OF THE DEPUTY CHIEF OF STAFF, G-1  
CIVILIAN HUMAN RESOURCES AGENCY  
SOUTHWEST REGION, CIVPRC-KS  
305 MARSHALL AVENUE  
FORT RILEY, KS 66442-5004

July 21, 2022

SHERMAN STARTZ, JR  
116 KELSAN WAY  
FAIRBANKS, AK 99709-2929

The following forms and information (if applicable) are provided to assist you after your separation from the Federal Government.

**Unemployment Benefits**

If you chose to file for unemployment compensation, the enclosed forms will be required to submit to your local unemployment office.

**SF-50 Notification of Personnel Action**

**SF-8 Unemployment Compensation for Federal Employees**

**Federal Employees' Health Benefits (FEHB)**

If you were a **reemployed annuitant**, and your health benefits were transferred from your annuity, the CIVPRC will coordinate the transfer of your health benefits back to OPM upon your separation.

**SF-2810 Notice of Change in Health Benefits Enrollment** – Your health plan carrier has been notified of your termination, but you have 31 days from your separation date to elect Temporary Continuance of Coverage (TCC).

For instructions on how to apply for TCC, please visit the Army Benefits Center-Civilian's (ABC-C) website at [www.abc.army.mil](http://www.abc.army.mil). It can be found under **Homepage>Benefit Topics>Health Insurance**.

**Federal Employees Group Life Insurance (FEGLI)**

If you were a **reemployed annuitant**, the CIVPRC will coordinate the transfer of your life insurance back to OPM upon your separation.

**SF-2821 Agency Certification of Insurance Status** – Certifies your Federal Employees' Group Life Insurance (FEGLI) at the time of your separation.

**SF-2819 Notice of Conversion Privilege of Federal Employees' Group Life Insurance Program** – You may be eligible to convert your FEGLI coverage after your separation. Complete the appropriate eligibility statement on the reverse side of the form and mail it to the Office of Federal Employees' Group Life Insurance (OFEGLI), PO Box 8419 Long Island City, NY 11101-8149 along with the SF-2821 (if applicable).

**TSP Withdrawal Information**

If you choose to withdrawal your TSP contributions made as a federal employee, please visit the TSP website at [www.tsp.gov](http://www.tsp.gov). Information about how to make a withdrawal can be found under **Plan Participation>Loans and Withdrawals> Learn More>Withdrawals After Leaving Federal Service**.

**Retirement Refund for FERS Employees**

Please visit [www.abc.army.mil](http://www.abc.army.mil) to complete form **SF-3106 Application for Refund of Retirement Deductions (Federal Employees Retirement Systems)**. It is located under **Benefit Topics>Retirement> Federal Employees Retirement System (FERS)> Retirement Forms**.

**Retirement Refund CSRS Employees**

Please visit [www.abc.army.mil](http://www.abc.army.mil) to complete form **SF-2802 Application for Refund of Retirement Deductions**. It is located under **Benefits>Retirement> Civil Service Retirement System (CSRS/CSRS Offset)> Retirement Forms**.

Please visit these websites for additional guidance and information in regards to your benefits and separation.

Office of Personnel Management (OPM): [www.opm.gov](http://www.opm.gov)

CSRS/FERS Handbook: <http://www.opm.gov/retirement-services/publications-forms/csrfsers-handbook>

**If you have any questions regarding these forms or your benefit entitlements, please contact the Army Benefits Center at 1-877-276-9287 or [www.abc.army.mil](http://www.abc.army.mil) within six months of your separation date.**



# Privacy Act Data Cover Sheet

To be used on  
all documents  
containing personal  
information

## DOCUMENTS ENCLOSED ARE SUBJECT TO THE PRIVACY ACT OF 1974

Contents shall not be disclosed, discussed, or shared with individuals unless they have a direct need-to-know in the performance of their official duties. Deliver this/these document(s) directly to the intended recipient. **DO NOT** drop off with a third-party.

The enclosed document(s) may contain personal or privileged information and should be treated as "For Official Use Only." Unauthorized disclosure of this information may result in **CIVIL** and **CRIMINAL** penalties. If you are not the intended recipient or believe that you have received this document(s) in error, do not copy, disseminate or otherwise use the information and contact the owner/creator or your Privacy Act officer regarding the document(s).

## Privacy Act Data Cover Sheet

**TAKE THIS FORM WITH YOU IF YOU GO TO FILE A CLAIM**

**UNEMPLOYMENT COMPENSATION FOR FEDERAL EMPLOYEES (UCFE) PROGRAM  
NOTICE TO FEDERAL EMPLOYEE ABOUT UNEMPLOYMENT INSURANCE**

Form has been given to you because (1) you have been separated from your job, or (2) you were placed in a nonpay status, or (3) your funds have been transferred to a different payroll office.

*Unemployment insurance (UI) for Federal workers.* When unemployed, Federal workers may be entitled to UI benefits similar to those of workers in private industry. If you become unemployed or are in a nonpay status and want to FILE A CLAIM, go to the nearest LOCAL PUBLIC EMPLOYMENT SERVICE OFFICE of the STATE EMPLOYMENT SECURITY AGENCY to register for work and file your claim for UI. Your ELIGIBILITY for UI CANNOT be determined until AFTER you file a claim. DO NOT DELAY filing a UI claim; if you wait, your unemployment benefits may be reduced or you may not qualify for any benefits.

To help EXPEDITE your claim, take THIS FORM with you, your SOCIAL SECURITY ACCOUNT NUMBER CARD, the OFFICIAL NOTICE of your separation by a Federal agency, SEPARATION or of your present NONPAY status (Standard Form 50 if available), EARNINGS and LEAVE statements and other documents that indicate you were employed by a Federal agency.

3 Digit Identification <b>FEDERAL AGENCY</b>	
DEPARTMENT OF THE ARMY CHRA, CONSOLIDATED SERVICES DIVISION ABC-C UNEMPLOYMENT COMPENSATION 305 MARSHALL AVENUE, FORT RILEY, KS 66442-7005 usarmy.riley.chra-hqs.mbx.abcc-uc-inquirymail.mil	CODE NO. 422-0100

To be completed by the Federal Agency:  
Contact Name/Office  
UNEMPLOYMENT COMPENSATION  
Telephone No. (include area code)  
1-866-792-7620

FEDERAL AGENCY will insert in  
box:  
line - Parent Federal Agency  
and 3 digit code number  
line - Major Component (if  
and 4th line - complete  
ress to which all forms  
ining to a claim should be  
(ES-931, 931A, 934, 936, and  
es of appeal, hearings, and  
minations)

KEEP THIS FORM and TAKE IT WITH YOU if you file a UCFE/UI claim for unemployed Federal workers provided by Federal law (44 U.S.C., Title 5, Chapter 85). For more information about UCFE/UI, read the REVERSE SIDE of this form.

**UNEMPLOYMENT COMPENSATION FOR FEDERAL EMPLOYEES (UCFE) PROGRAM**  
**UNEMPLOYMENT INSURANCE (UI) FOR FEDERAL WORKERS**  
**TAKE THIS FORM WITH YOU IF YOU GO TO FILE A CLAIM**

**INFORMATION:**

**L PAY UNEMPLOYMENT BENEFITS?**

If you are eligible, you will be paid by a State employment security agency under the provisions of its unemployment insurance (UI) law. The amount of weekly benefits and the period for which benefits will be paid will generally be determined by the law of the State in which you had your last Duty Station. This Duty Station will be printed on your final "Notification of Personnel Action", SF-50. If you have received all the regular benefits you are eligible, you may, under certain circumstances, become eligible for additional weeks of extended benefits; check with a State local office if your last duty station was outside the United States, you will not be eligible until you return to the United States, including the District of Puerto Rico, and Virgin Islands. Your benefit rights will then be determined under the law of your State of residence.

unemployed Federal workers is paid from U.S. Government funds. No deductions were taken from your pay to finance these benefits.

**WHAT CONDITIONS WILL I BE ELIGIBLE?**

aws require that:

be unemployed, able to work, and available for suitable work; (In some cases, you may be eligible if you are employed less than full time); register for work and file a claim at a local public employment service/UI claim office; continue to report to the office as directed; and have had a certain amount of employment/wages within a base period of 1 year specified in the State law and have been separated through

aws will deny you benefits for such reasons as:

our job voluntarily without good cause or being discharged for misconduct connected with work; or an offer of a suitable job without good cause.

UI laws deny or reduce UI benefits for certain types of payments you may receive (retirement, severance, and/or lump-sum amount for accrued annual leave).

**THE RIGHT OF APPEAL?**

If a final determination is made denying you benefits, you have the right to appeal as provided in the applicable State law.

**ARE ANY PENALTIES?**

If you willfully make a false (fraudulent) claim, you may be fined, imprisoned, or both. If you make a mistake in giving information when you file your claim, notify the local UI claim office as soon as you discover the mistake: prompt notification may avoid a penalty.

ive statements are issued for general information; they do not have the effect of law, regulation, or ruling).

OME REEMPLOYED and have been collection UCFE/UI benefit payments, it is your RESPONSIBILITY to notify the local office, in writing, that you are no longer entitled to receiving benefits now that you are employed. Failure to do so may result in a *penalty such as a fine, imprisonment, or both.*

STANDARD FORM

## NOTIFICATION OF PERSONNEL ACTION

1. Name (Last, First, Middle) <b>STARTZ, JR, SHERMAN S.</b>						2. Social Security Number <b>572-17-5981</b>		3. Date of Birth <b>05-31-1961</b>		4. Effective Date <b>06-27-2022</b>	
<b>FIRST ACTION</b>						<b>SECOND ACTION</b>					
5-A. Code <b>385</b>	5-B. Nature of Action <b>Termination During Prob/Trial Period</b>				6-A. Code	6-B. Nature of Action					
5-C. Code <b>L2M</b>	5-D. Legal Authority <b>Reg 315.804</b>				6-C. Code	6-D. Legal Authority					
5-E. Code	5-F. Legal Authority				6-E. Code	6-F. Legal Authority					
7. FROM: Position Title and Number <b>CONSTRUCTION CONTROL INSPECTOR</b> <b>496104 - 4280800</b>						15. TO: Position Title and Number					
8. Pay Plan <b>GS</b>	9. Occ. Code <b>0809</b>	10. Grade/Level <b>09</b>	11. Step/Rate <b>01</b>	12. Total Salary <b>\$61,424.00</b>	13. Pay Basis <b>PA</b>	16. Pay Plan	17. Occ. Code	18. Grade/Level	19. Step/Rate	20. Total Salary/Award	21. Pay Basis
12A. Basic Pay <b>\$47,097.00</b>	12B. Locality Adj. <b>\$14,327.00</b>	12C. Adj. Basic Pay <b>\$61,424.00</b>	12D. Other Pay <b>\$0</b>	20A. Basic Pay	20B. Locality Adj.	20C. Adj. Basic Pay	20D. Other Pay				
14. Name and Location of Position's Organization <b>US ARMY INSTALLATION MANAGEMENT CMD</b> <b>US ARMY GARRISON ALASKA</b> <b>DIRECTORATE OF PUBLIC WORKS</b> <b>ENGINEERING DIVISION</b> <b>CONTRACT MANAGEMENT BRANCH</b> <b>FORT WAINWRIGHT, AK 99703 4PAAC</b>						22. Name and Location of Position's Organization					
23. Veterans Preference <b>1</b>	1 - None 2 - 5-Point	3 - 10-Point/Disability 4 - 10-Point/Compensable	5 - 10-Point/Other 6 - 10-Point/Compensable/30%	24. Tenure <b>2</b>	0 - None 1 - Permanent	2 - Conditional 3 - Indefinite	25. Agency Use	26. Veterans Preference for RIF <input type="checkbox"/> YES <input checked="" type="checkbox"/> X <input type="checkbox"/> NO			
27. FEGLI <b>D0</b>	Basic + Option A					28. Annuitant Indicator <b>9</b>	Not Applicable	29. Pay Rate Determinant <b>0</b>			
30. Retirement Plan <b>KF</b>	FERS (FRAE) FICA		31. Service Comp. Date (Leave) <b>01-31-2022</b>			32. Work Schedule <b>F</b>	Full-Time	33. Part-Time Hours Per Biweekly Pay Period			
<b>POSITION DATA</b>						<b>34. Position Occupied</b>					
34. Position Occupied <b>1</b>			1 - Competitive Service 2 - Excepted Service	3 - SES General 4 - SES Career Reserved	35. FLSA Category <b>N</b>	E - Exempt N - Nonexempt	36. Appropriation Code <b>131079A0000  </b>	37. Bargaining Unit Status <b>AR2029</b>			
38. Duty Station Code <b>020801090</b>						39. Duty Station (City - County - State or Overseas Location) <b>FORT WAINWRIGHT / FAIRBANKS NORTH STAR / ALASKA</b>					
40. Agency Data <b>ZRS</b>	41. <b>PON# OA</b>	42.	43.	44.	<b>TDA DATA XA/W6L7AA/051C/12</b>						
45. Remarks											
Forwarding address: 116 Kelsan Way, Fairbanks, AK 99709-2929.											
Lump-sum payment to be made for any unused annual leave.											
Not entitled to severance pay.											
SF 2819 was provided. Life insurance coverage is extended for 31 days during which you are eligible to convert to an individual policy (nongroup contract).											
Health benefits coverage is extended for 31 days during which you are eligible to convert to an individual policy (nongroup contract). You are also eligible for temporary continuation of your FEHB coverage for up to 18 months.											
46. Employing Department or Agency <b>U.S. Army Installation Management Command(ARXA)</b>						50. Signature/Authentication and Title of Approving Official					
47. Agency Code <b>ARXA</b>	48. Personnel Office ID <b>2289</b>	49. Approval Date <b>06-27-2022</b>	Debbie L. Forrester <b>SUPV HUMAN RESOURCES SPECIALIST</b>								



Federal Employees  
Health Benefits Program

## Notice of Change in Health Benefits Enrollment

### Part A - Identifying Information

1. Name ( <i>Last, first, middle initial</i> ) <b>STARTZ, JR, SHERMAN S.</b>	2. Date of birth <b>05/31/1961</b>	3. Social security number <b>572-17-5981</b>
4. Home address ( <i>including ZIP Code</i> ) <b>116 KELSAN WAY FAIRBANKS, AK 99709-2929</b>	5. Payroll office number <b>97-380800</b>	6. Enrollment code number <b>133</b>
	7. SF 2811 Report number	8. Date this action becomes effective <b>07/02/2022</b>

Only the item that is checked below affects your enrollment. Read that item carefully and follow any pertinent instructions.  
Keep this form for your records.

### Part B - Termination

Your enrollment terminates on the date in Part A, item 8, above. However, your coverage is extended for 31 days after that date.

**Important Notice:** You have the right to convert to an individual (nongroup) contract with the carrier of your plan. You also may have the right to temporarily continue your group coverage. See Part B - Termination on the back of this form for information about 31-day extension of coverage, conversion, and temporary continuation of coverage.

If termination is due to death of enrollee enter date of death

Date of death (mo, dy, yr)

### Part C - Transfer In

### Part D - Reinstatement

The new Payroll Office (or Retirement System) shown in Part H below has accepted transfer of this enrollment and will continue it.

Your enrollment has been reinstated effective on the date in Part A, item 8, above.

### Part E - Change in Name of Enrollee

### Part F - Change In Enrollment-Survivor Annuitant

The name under which this enrollment is carried has been changed to:

Your enrollment has been changed from family coverage to self only. Your plan will send you a new identification card. Your new enrollment code number is shown below.  
(Note: This item is completed by Retirement Systems only.)

Name

Date of Birth

Address (including ZIP Code) if different from Part A, item 4, above.

New Enrollment Code Number

### Part G - Remarks

Your enrollment was terminated by the plan because you are no longer a member of the sponsoring employee organization. You may enroll in another plan from 31 days before to 60 days after the date in Part A, item 8, above.

### Part H - Date of Notice

*Note: Instructions for Employing Offices are on the back of Copy 4 of this form.*

Name and address of agency ( <i>including ZIP Code</i> ) Department of the Army CHRA, Consolidated Services Division Civilian Personnel Records Center (CivPRC) 305 Marshall Ave Fort Riley, KS 66442-5004	Personnel contact and telephone number <b>ZACHARY R SCHISSEL</b> (309) 782-6572
	Payroll contact and telephone number <b>DFAS Indianapolis</b> (800)729-3277
Signature of authorized agency official Electronically Signed	Date <b>07/21/2022</b>

## Part B - Termination

**If Part B on the other side of this form is checked, read the following instructions carefully.**

### 31-Day Extension of Coverage

Your enrollment terminates on the date shown in Part A, item 8, on the front of this form. Coverage under your enrollment continues temporarily for 31 days from the date shown. If you, or any covered member of your family, are a patient in a hospital on the 31st day of this temporary extension, benefits of the plan may continue for the rest of that confinement, but not beyond 60 more days.

### Conversion to Nongroup Contract

You may convert your enrollment to a nongroup contract, without evidence of good health. The nongroup contract to which you may convert is one regularly offered by your plan. It may differ from your group plan in benefits, or cost, or both, and you will have to pay the entire cost of the nongroup contract directly to the plan. The nongroup contract is effective on the day after your 31-day extension of coverage ends.

If you are interested in converting to a nongroup contract, write for information to the nearest office of the plan in which you have been enrolled (see the plan's brochure or ask your employing office for the address of the plan's nearest office). The plan will promptly send you an application form and details concerning benefits and rates of the nongroup contract to which you may convert.

### Time Limit on Conversion

Normally, to be eligible for conversion, you must send your written request for information to your plan within 31 days after the date shown in Part H. However, if the date shown in Part H is more than 60 days after the date your enrollment terminates (Part A, item 8), you must forward it to your plan within 91 days after the date shown in Part A, item 8.

If you are prevented by causes beyond your control from submitting a timely request for information about conversion to a nongroup contract, you should write to your plan as soon as possible asking approval of a belated conversion opportunity. Explain fully the circumstances that

## Part C - Transfer of Enrollment

**If Part C on the other side of this form is checked, read carefully whichever of the following instructions applies:**

### Transfer of Employment

Your enrollment has been transferred from your previous agency or payroll office to the agency or payroll office shown in Part H. If you are in a prepaid comprehensive medical plan and you left the area served by the plan, you may be able to change to another plan. For details about your right to change plans, check with your employing office.

### Retirement

Your enrollment has been transferred from your employing agency to the retirement system shown in Part H. Your enrollment continues automatically during retirement if you retire on an immediate annuity and you have been enrolled under the Federal Employees Health Benefits Program for the lesser of (1) all your service since your first opportunity to enroll, or (2) the 5 years of service immediately preceding retirement. Your share of the cost of your enrollment will be withheld from your annuity.

### Death

The enrollment of the deceased employee named in Part A has been transferred to the retirement system shown in Part H. If the deceased employee or annuitant was enrolled for self and family at the time of death, and if at least one member of the family is entitled to a survivor annuity (or the widow(er) is entitled to the Basic Employee Death Benefits under FERS), coverage for each family member who was covered by the employee's enrollment continues automatically.

prevented earlier action and attach proof of the loss of group coverage (e.g., Standard Form 50 terminating Federal employment). A plan may consider requests filed within 6 months after group eligibility ends. If your plan needs assistance in processing your request, it should contact OPM.

### Temporary Continuation of Coverage

If you are an employee whose enrollment is terminating because you are separating from service (including separation for retirement), you may be eligible to temporarily continue your benefits coverage under the Federal Employees Health Benefits Program after separation. Within 61 days after the date shown in Part A, item 8, on the front of this form, your employing office will formally notify you of your rights regarding temporary continuation of coverage and tell you where you may obtain additional information. You will have 60 days after the later of (1) your date of separation from service, or (2) the date you receive the notice from your employing office in which to elect temporary continuation of coverage.

When your temporary continuation of coverage expires, you will be entitled to the 31-day extension of coverage and the opportunity to convert to a nongroup contract.

### Entry on Active Military Duty

If you elected to terminate your enrollment because you are entering military service, you may convert to a nongroup contract even though your family members are entitled to care under the Uniformed Services Health Benefits Program. If you return to civilian duty in the exercise of reemployment rights, your enrollment will be reinstated effective on the day you return to active duty. If you return to civilian duty not in the exercise of reemployment rights, you must, if eligible for coverage, register again the same as a new employee. If you are an annuitant, your enrollment will be reinstated on the day you are separated from military service. You must notify your retirement system of this event by furnishing a copy of your separation papers.

## Part C - Transfer of Enrollment

**If Part C on the other side of this form is checked, read carefully whichever of the following instructions applies:**

If there is only one eligible survivor, the enrollment will be changed from family coverage to self only. The survivor's share of the cost of the enrollment will be deducted from the annuity. Application for Death Benefits (Standard Form 2800 or the equivalent) should be filed promptly to avoid any question about health benefits coverage. When the survivor annuity is approved, another form like this one will be issued to show that the enrollment is being continued in the survivor's name.

### Employees' Compensation

Your enrollment has been transferred to the Office of Workers' Compensation Programs. Your enrollment continues automatically while you receive monthly compensation from the Office of Workers' Compensation Programs if the Secretary of Labor has held that you are unable to return to duty and if you have been enrolled under the Federal Employees Health Benefits Program for the lesser of (1) all your service since your first opportunity to enroll, or (2) the 5 years of service immediately preceding the start of your compensation. Enrollment of covered family members of a deceased employee or compensation also continues automatically while they receive monthly compensation, if (1) the deceased employee or compensation was enrolled for self and family at the time of death, and (2) at least one of the covered family members is entitled to compensation as a surviving beneficiary under the Federal Employees' Compensation Act. The compensation's or survivor's share of the cost of the enrollment will be deducted from the compensation checks.

**Keep This Form For Your Records**

Back, Copy 1  
Standard Form 2810  
Revised June 1995



## Notice of Conversion Privilege

### Federal Employees' Group Life Insurance Program

#### Part A - Instructions to Employing Agency

Complete Part A of this form whenever an employee's life insurance coverage terminates due to separation, resignation, retirement, death or end of 12 months in non-pay status. On the date insurance terminates (except by waiver), give this notice to every employee and/or the assignee(s), if applicable, and to the family of each deceased employee who had the Option

C-Family coverage. Also, upon request, give this notice to the family of an eligible employee who does not convert his or her Option C-Family insurance. If this notice is prepared for a retiring employee, forward Part 2 (duplicate) to OPM with the employee's retirement papers. Otherwise, place Part 2 (duplicate) in the employee's Official Personnel Folder.

1. Name of employee <b>STARTZ, JR, SHERMAN S.</b>	2. Date of birth (mo., day, yr.) <b>May 31, 1961</b>	3. Date insurance terminated <b>Jun 27, 2022</b>
4. Was employee insured for Option C-Family insurance on date in item 3?		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<b>Agency Certification</b> <i>I certify that the above information has been obtained from, and correctly reflects, official personnel records.</i>		
5. Signature of authorized agency official Electronic Signature: <b>ZACHARY R SCHISSEL</b>	6. Name and mailing address of agency <b>Department of the Army</b> <b>Civilian Human Resources Agency</b> <b>Civilian Personnel Records Center - Kansas (CivPRC-KS)</b> <b>305 Marshall Ave</b> <b>Fort Riley, Kansas 66442-5004</b>	
7. Typed name of authorized agency official <b>ZACHARY R SCHISSEL</b>		
8. Title <b>HR SPEC</b>		
9. Telephone number <b>(309)782-6572</b>	10. Date of this notice (mo., day, yr.) <b>Jul 21, 2022</b>	

#### Part B - Conversion Information for Employees, Assignees, and Family Members Who are Losing FEGLI Coverage

If you are eligible and you will be carrying all of your Federal Employees' Group Life Insurance (FEGLI) coverage into retirement, do not apply for conversion. Employees (and assignees, if applicable) and their family members who are losing FEGLI coverage, however, may be eligible and wish to convert some or all of their coverage to an individual direct-pay policy.

**Employees** - If you have not assigned your FEGLI coverage, you are entitled to convert to an individual direct-pay policy unless, within 3 calendar days after the date your insurance terminates, you return to a Government position that qualifies you to reacquire FEGLI coverage. You may purchase an individual policy in an amount equal to or less than your Basic life insurance plus any optional coverage you may have.

**Assignees** - You are entitled to convert your share of the insured's FEGLI coverage to an individual direct-pay policy unless, within 3 calendar days after the date the insured's insurance terminated, he/she returns to a Government position that qualifies him/her to reacquire FEGLI coverage. If that is the case, his/her previous assignment is still valid. You may purchase an individual policy in an amount equal to or less than the amount of insurance which the insured assigned to you.

**Family members** - If, upon termination of the employee's FEGLI coverage, he/she does not convert Option C-Family coverage (if any), you, as an eligible family member, may do so. Spouses may convert up to \$5,000, and eligible children up to \$2,500 each. Eligible family members are the employee's spouse and unmarried dependent children under age 22 (including adopted children, stepchildren who lived with the employee in a regular parent-child relationship, and recognized natural children) and unmarried dependent children over age 22 who are incapable of self-support because of a mental or physical disability that existed before they reached age 22.

**Your time to convert is limited** - You must mail your request for information regarding conversion within 31 days of the date in item 3 of Part A above, or within 31 days of the date you receive this notice, whichever gives you more time. If you fail to request conversion information within the 31-day time limit due to a cause beyond your control, you may be allowed to convert your life insurance within six months after the date in item 3, provided you attach a full explanation of what prevented you from making a timely request. If approved, the effective date of the conversion policy will be retroactive to the day following the day group coverage ended.

**Note:** Under certain circumstances, life insurance is payable if death occurs within 31 days after the group life insurance terminates, regardless of whether conversion has been requested. However, extension of the conversion privilege beyond 31 days does not extend coverage under any circumstances. If death occurs within the 31-day period, further information concerning possible benefits may be obtained from the agency named in item 6 above.

##### General information about conversion

- If you have assigned your FEGLI coverage, you can **only** convert your Option coverage (if any). Your assignee(s) retain(s) the right to convert your other coverage(s).
- No medical examination is required.
- You or the assignee(s), if applicable, must pay the premium applicable to the individual policy.
- The government will not pay any part of the individual policy premium.
- The individual policy will be issued by an insurance company you select from the list of eligible companies you will receive if you apply for conversion.
- The individual policy may be an ordinary life policy or a variation of ordinary life (see Part D). It must be a type of insurance customarily issued by the insurance company you select. However, it cannot be term insurance or universal life insurance or any other form of life insurance that has an indeterminate premium. It cannot have disability or accidental death and dismemberment benefits.

##### How to convert

1. Complete the appropriate eligibility statement on the reverse side of this form and mail it to the Office of Federal Employees' Group Life Insurance (OFEGLI), 200 Park Avenue, New York, NY 10166-0188.
2. If you have an SF 2821, Agency Certification of Insurance Status, attach the original (Part 1) to this form when you mail it to OFEGLI. Note: Retiring employees (and assignees of those employees) who are continuing Basic Life insurance but converting one or more of the options should submit their duplicate (Part 2) of the SF 2821 with this form to OFEGLI. The original (Part 1) of the SF 2821 should be submitted with the retirement application. OFEGLI will mail you detailed information on how to apply for conversion, together with a list of eligible insurance companies. You have 31 days (from the date in item 3 of Part A above, or the date you receive this notice, whichever gives you more time) to request conversion information from OFEGLI.
3. In the event you do not have an SF 2821, you should request a completed form from the employing agency before the expiration of your 31 day time limit and forward it to OFEGLI at the address given in item 1 above. **However, don't delay sending the SF 2819 requesting conversion information to OFEGLI -- send it anyway while you await the SF 2821.**
4. If you are using this form to convert some of your life insurance coverage, but not Option C, have your employing office prepare another SF 2819 for your family members.

## Part C - Eligibility Statement

1. Please check the correct box(es).

I have read Part B on page 1 and am interested in converting my insurance to an individual policy. Please send additional information.

Basic     Option A-Standard     Option B-Additional

I have read Part B on page 1. The family members listed in item 7 below are eligible for conversion of Option C-Family insurance to a direct-pay policy. Please send me additional information.

2. Signature of person completing this statement	3. Date (mo., day, yr.)	4. Full name and address of person completing this statement (including ZIP code)			
5. Was the FEGLI coverage assigned? <input type="checkbox"/> Yes <input type="checkbox"/> No					
If Yes, are you the assignee of the insured's FEGLI coverage? <input type="checkbox"/> Yes <input type="checkbox"/> No					
6. Check one: <input type="checkbox"/> I have attached an SF 2821.		I am a family member and do not need an SF 2821. <input type="checkbox"/> I will obtain and submit an SF 2821 later.			
7. Eligible family members	Birth date	Relationship	Eligible family members	Birth date	Relationship
a.			d.		
b.			e.		
c.			f.		

## Part D - Information About Individual Policies

### Types of Policies

There are two basic types of life insurance available.

- **An Ordinary Life** policy, also known as a Whole Life policy or a Straight Life policy, provides lifetime protection in return for premium payments throughout the insured's entire life (or to age 100). The policy builds a CASH VALUE after one, two, or three years. The cash may be withdrawn if premium payments are stopped. You may borrow against the cash value of the policy at any time for any purpose.

- **A variation of Ordinary Life** provides for a shorter premium payment period, usually to age 95, at which time the policy becomes paid-up for the remainder of the insured's life. This variation provides the same lifetime protection and benefits as an Ordinary Life policy, provided that premiums are paid for the prescribed premium payment period. However, since premiums are payable for a shorter period of time, they normally would be higher. And, because the premiums are normally higher, the policy's CASH VALUE usually increases more quickly.

### Assignment

If you have assigned (given up ownership of) your insurance, only the assignee(s) has (have) the right to convert your non-option C coverage. If an assignee converts his/her share of your insurance, he/she (1) is responsible for paying the premiums, (2) will receive the dividends, if any, (3) may withdraw

the cash if he/she stops paying premiums, and (4) may borrow against the cash value.

### Cost of Individual Policy

Life insurance policies (whether Ordinary Life or a variation) are issued on a participating or non-participating basis.

Premiums for participating policies are higher than those charged for non-participating policies. Part of the premium is refunded in the form of an annual dividend to the policyholder - the part found not needed to furnish protection. The first dividend is usually available after premiums have been paid for one, two, or three years. To obtain the net cost of a participating policy, deduct these yearly dividends from the premiums.

For non-participating policies, premiums are set as close as possible to the actual cost of insurance protection. The premium is the guaranteed cost to the policyholder. No dividends are paid under these policies.

The following are approximate premium rates on a participating basis for Ordinary Life policies with premiums payable for life (or to age 100) and for Ordinary Life policies with premiums payable to age 95. Premium rates for non-participating policies are somewhat lower and no dividends will be paid under these policies. **The rates shown below are examples only and are not rates for any one company.**

### Sample Annual Premium Rates per \$1,000 of Insurance

Participating Insurance (any dividends paid will reduce these costs)

Age of insured at issuance of policy	Ordinary Life	Life Paid-Up at Age 95	Age of insured at issuance of policy	Ordinary Life	Life Paid-Up at Age 95
20	\$ 9.00	\$10.50	45	\$24.50	\$28.00
25	\$10.50	\$12.50	50	\$31.50	\$36.50
30	\$12.50	\$14.50	55	\$40.50	\$48.00
35	\$15.50	\$17.50	60	\$53.00	\$64.00
40	\$19.50	\$21.50	65	\$66.50	\$77.50

**Privacy Act Statement** - Title 5, United States Code, Chapter 87, Life Insurance, authorizes solicitation of this information. The data you furnish will be used by the Office of Federal Employees' Group Life Insurance to determine eligibility for conversion of life insurance coverage. This information may be shared with national, state, local, or other charitable or social security administrative agencies to determine and issue benefits under their programs, or law enforcement agencies, when they are investigating a violation or potential violation of the civil or criminal law.



# Agency Certification of Insurance Status

*Federal Employees' Group Life Insurance Program*

**To Agency: See reverse for information and instructions**

1. Name of employee ( <i>Last, first, middle</i> ) <b>STARTZ, JR, SHERMAN S.</b>		2. Date of birth ( <i>Month, day, year</i> ) <b>May 31, 1961</b>	3. Social Security number <b>572-17-5981</b>
4a. Event requiring certification <input checked="" type="checkbox"/> Separation ( <i>includes resignation</i> ) <input type="checkbox"/> Retirement <input type="checkbox"/> Death as an employee <small>Had employee filed Application for Retirement (SF 2801 or SF 3107) with OPM?</small>		4b. Employee's retirement system <input checked="" type="checkbox"/> CSRS/FERS <input type="checkbox"/> CIA <input type="checkbox"/> Other ( <i>Specify</i> ) <input type="checkbox"/> TVA <input type="checkbox"/> FICA <input type="checkbox"/> DCRS* <input type="checkbox"/> FSRS    *D.C. Police & Fire/Public School Teachers	5. Disposition of Designations of Beneficiary (SF 54, SF 2823) <input type="checkbox"/> Attached <input checked="" type="checkbox"/> None on file with this agency <input type="checkbox"/> On file in employee's Official Personnel Folder
<input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Death as a reemployed annuitant <input type="checkbox"/> End of 12 months non-pay status <input type="checkbox"/> Other ( <i>Specify</i> )		6. Did the employee assign his/her insurance? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (attach RI 76-10)	7. Did the employee elect living benefits? <small>Amount elected (check one and attach EOB)</small> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes    → <input type="checkbox"/> Partial (post-election BIA \$ _____ ) <input type="checkbox"/> Full
8. Date of event checked in item 4a <b>06/27/2022</b>	9. Date of SF 2819, <i>Notice of Conversion Privilege - Issuance Is Mandatory</i> ( <i>Prepare SF 2819 for each employee whose coverage as an employee terminates, including all retiring employees</i> ) <b>07/21/2022</b>		
10. Annual basic pay (not basic insurance amount) on date in item 8 ( <i>Convert hourly, daily, piecework, etc., rate to annual rate</i> ) <b>61,424.00</b>		11. Effective date of continuous coverage under the FEGLI Program ( <i>If any break in service, list dates</i> ) <b>02/08/2022</b>	
12a. Did employee have Option A - Standard Insurance on date in item 8? <input type="checkbox"/> No    → <input checked="" type="checkbox"/> Yes    →		13a. Did employee have Option C - Family Insurance on date in item 8? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes    →    13b. Effective date of election	
14a. Did employee have Option B - Additional Insurance on date in item 8? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes    →		14b. Effective date of election	14c. Number of multiples on date in item 8
			14d. Lowest number of multiples during last 5 years
<b>15. Personnel records certification (This form will not be accepted without both personnel and payroll certification.)</b> I certify that the above information was obtained from, and correctly reflects, official personnel records, and that the employee was covered by Federal Employee's Group Life Insurance on the date in item 8.			
15a. Signature of certifying official ( <i>Facsimile not acceptable</i> )  Electronic Signature: ZACHARY R SCHISSEL		15e. Name and address of agency ( <i>Including ZIP Code</i> )  Department of the Army Civilian Human Resources Agency Civilian Personnel Records Center - Kansas (CivPRC-KS) 305 Marshall Ave Fort Riley, KS 66442-5004	
15b. Typed name of certifying official <b>ZACHARY R SCHISSEL</b>		15f. Telephone number ( <i>Including area code</i> ) <b>(309)782-6572</b>	
15c. Title <b>HR SPEC</b>		Alpha code → <b>D0</b>	
15d. Date <b>07/21/2022</b>		16. Payroll records certification ( <i>This form will not be accepted without dual certification.</i> ) I certify that I have compared the annual basic pay shown in item 10, above, with current payroll records and the figures agree. Payroll deductions were being made or would have been made if the employee had been in pay status for the alpha code → (Insurance code and SF 50 equivalent) on the date in item 8.	
16a. Signature of certifying official ( <i>Facsimile not acceptable</i> )  Electronic Signature: DEBBIE FORRESTER		16f. Name and address of payroll office ( <i>If different from that given in item 15e</i> )  DFAS-Indianapolis Center 8899 East 56th Street Indianapolis, IN 46249-0875	
16b. Typed name of certifying official <b>DEBBIE FORRESTER</b>			
16c. Title <b>SUPERVISORY HUMAN RESOURCES SPECIALIST</b>			
16d. Date <b>07/21/2022</b>	16e. Telephone number ( <i>Including area code</i> ) <b>(785) 239-0349</b>	16g. Payroll office number <b>97-380800</b>	
<b>Remarks (For agency use only)</b> For benefit inquiries please contact the Army Benefits Center- Civilian (ABC-C) at (877)276-9287.		OPM use only	

## PART 1 - Original

## **Certificate Of Service**

e-Appeal has handled service of the assembled pleading to MSPB and all of the Parties.

Following is the list of the Parties in the case:

Name & Address	Documents	Method of Service
MSPB: Western Regional Office	Response to ORDER ON JURISDICTION AND PROOF REQUIREMENTS	e-Appeal / e-Mail
Pacific Region Agency Representative	Response to ORDER ON JURISDICTION AND PROOF REQUIREMENTS	e-Appeal / e-Mail