

FACSIMILE HEADER SHEET

Department of the Army
Office of the Deputy Chief of Staff for Personnel, G-1
USACHRA, Southwest Region Advisory Center
Fort Sill Civilian Personnel Advisory Center
Building 1721 Gruber Road, ATTN: PECP-SWR-R
Fort Sill, Oklahoma 73503

FAX: DSN 639-7820, Com'l (580) 442-7820

Date: 06/22/07

Fax No. (410) 653-9061

Number of Pages (including header sheet): 12

TO: Michael J. Snider, Esq.
Snider & Associates, LLC
104 Church Lane, Suite 100
Baltimore, MD 21208

Comments: Attached are copies of responses to the 11 June 2007 NFFE grievance on FLSA status.

Sender: Ella Sweazy

(580) 442-5954

ATTENTION

Do not process, store, or transmit classified information on non-secure telecommunications systems. Official DOD telecommunications systems, including facsimile machines, are subject to monitoring for telecommunications security purposes at all times. Use of DOD telecommunications systems constitutes consent to telecommunications security monitoring.





REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
Headquarters, 17th Field Artillery Brigade
Fort Sill, Oklahoma 73503

June 22, 2007

Susan Tsui Grundmann, Esq.
General Counsel, NFFE
1016 16th Street, N.W.
Washington, D.C. 20036

Michael J. Snider, Esq.
Snider & Associates, LLC
104 Church Lane, Suite 100
Baltimore, MD 21208

Dear Ms. Grundmann and Mr. Snider:

This letter is in response to the Grievance filed by Ms. Zelda Cozart, President, NFFE Local 273, dated June 11, 2007, submitted on behalf of all bargaining unit employees of NFFE Local 273 alleging that the agency violated the Fair Labor Standards Act, the collective bargaining agreement and all other relevant and applicable law, rule and regulation when the agency: 1) Failed to properly classify bargaining unit employees as FLSA non-exempt; 2) Failed to pay proper compensation for overtime worked to bargaining unit employees; 3) Improperly failed to allow bargaining unit employees a choice of compensatory time or overtime; 4) Failed to pay suffered and permitted overtime to employees.

I note the instant Grievance is identical in substance to the union's earlier grievance dated November 14, 2006, with one difference that the current Grievance is designated as a "first step" grievance. Article 32.3.a of the negotiated agreement provides that a Step 1 grievance shall be taken up by the grievant with his or her immediate supervisor or the lowest level management official with authority to remedy the situation. Similarly, Article 32.2 states that if the activity Commander is the lowest level official having authority to decide the matter, Steps 1 and 2 of the grievance process will be bypassed and the grievance will follow Step 3 procedures. Here, because your Grievance fails to name any particular bargaining unit employee it makes it impossible to identify the immediate supervisor of the affected employee. Also, the Grievance is directed to me as the Commander. For these reasons, consistent with Article 32 of the negotiated agreement, I am treating your instant Grievance as a Third Step Grievance.

As stated, this Grievance is identical to the earlier grievance dated November 14, 2006, which the former Commander denied by written decision dated 21 November 2006. I am not revisiting Colonel Reid's final decision made on the November 14, 2006 FLSA grievance. Accordingly, I am limiting the scope and applicability of your current Grievance to the period of time since November 14, 2006. I have carefully reviewed and considered the information provided by you.

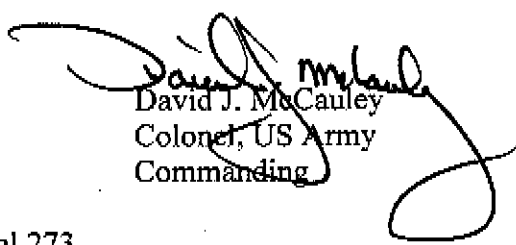
-2-

Nothing in your current Grievance gives me any facts or evidence that this activity has violated any bargaining unit employee's rights afforded by law, negotiated agreement or regulation. Nor have I been provided any facts or information from the union and/or bargaining unit employees to support the union's allegations. Therefore, I have determined that your Grievance must be denied.

Regarding your request for information under 5 U.S.C. § 7114(b), I, again, note this is identical to your earlier request filed concurrently with the November 14, 2006 grievance. We have produced data responsive to that request for information. To the extent relevant data has come into existence since our last submission, I have asked Mr. Denny Kerr, Director, Fort Sill Civilian Personnel Advisory Center, to provide a response to your request.

At the request of Ms. Cozart, a courtesy copy of this letter is being furnished to Ms. Zelda Cozart, President, NFFE Local 273, Fort Sill, OK.

Sincerely,



David J. McCauley
Colonel, US Army
Commanding

Cf: Ms. Cozart, President, NFFE Local 273
Ms. McClure, SJA
Mr. Kerr, CPAC



DEPARTMENT OF THE ARMY
HEADQUARTERS
214TH FIRES BRIGADE
FORT SILL, OKLAHOMA 73503

June 22, 2007

Susan Tsui Grundmann, Esq.
General Counsel, NFFE
1016 16th Street, N.W.
Washington, D.C. 20036

Michael J. Snider, Esq.
Snider & Associates, LLC
104 Church Lane, Suite 100
Baltimore, MD 21208

Dear Ms. Grundmann and Mr. Snider:

This letter is in response to the Grievance filed by Ms. Zelda Cozart, President, NFFE Local 273, dated June 11, 2007, submitted on behalf of all bargaining unit employees of NFFE Local 273 alleging that the agency violated the Fair Labor Standards Act, the collective bargaining agreement and all other relevant and applicable law, rule and regulation when the agency: 1) Failed to properly classify bargaining unit employees as FLSA non-exempt; 2) Failed to pay proper compensation for overtime worked to bargaining unit employees; 3) Improperly failed to allow bargaining unit employees a choice of compensatory time or overtime; 4) Failed to pay suffered and permitted overtime to employees.

I note the instant Grievance is identical in substance to the union's two earlier grievances dated November 14, 2006 and January 29, 2007, respectively. The current Grievance is designated as a "first step" grievance. Article 32.3.a of the negotiated agreement provides that a Step 1 grievance shall be taken up by the grievant with his or her immediate supervisor or the lowest level management official with authority to remedy the situation. Similarly, Article 32.2 states that if the activity Commander is the lowest level official having authority to decide the matter, Steps 1 and 2 of the grievance process will be bypassed and the grievance will follow Step 3 procedures. Here, because your Grievance fails to name any particular bargaining unit employee it makes it impossible to identify the immediate supervisor of the affected employee. Also, the Grievance is directed to Colonel Baker as the Commander. For these reasons, consistent with Article 32 of the negotiated agreement, I am treating your instant Grievance as a Third Step Grievance.


As stated, this Grievance is identical to the two previous FLSA grievances. Those prior grievances were denied by the former Commander on November 21, 2006 and February 6, 2007, respectively. I am not revisiting Colonel Agron's final decisions made on the November 14, 2006 and January 29, 2007 FLSA grievances. Accordingly, I am limiting the scope and applicability of your current Grievance to the period of time since January 29, 2007. I have carefully reviewed and considered the information provided by you. Nothing in your current

Grievance gives me any facts or evidence that this activity has violated any bargaining unit employee's rights afforded by law, negotiated agreement or regulation. Nor have I been provided any facts or information from the union and/or bargaining unit employees to support the union's allegations. Therefore, I have determined that your Grievance must be denied.

Regarding your request for information under 5 U.S.C. § 7114(b), I, again, note this is identical to your earlier requests filed concurrently with the November 14, 2006 and January 29, 2007 grievances. We have produced data responsive to those requests. To the extent revelant data has come into existence since our last submission, I have asked Mr. Denny Kerr, Director, Fort Sill Civilian Personnel Advisory Center, to provide a response to your request.

At the request of Ms. Cozart, a courtesy copy of this letter is being furnished to Ms. Zeldia Cozart, President, NFFE Local 273, Fort Sill, OK.

Sincerely,


GEOFFREY P. BUHLIG
LTC, FA
Deputy Commander

Cf: Ms. Cozart, President, NFFE Local 273
Ms. McClure, SJA
Mr. Kerr, CPAC



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
US ARMY INSTALLATION MANAGEMENT COMMAND
HEADQUARTERS, UNITED STATES ARMY GARRISON, FORT SILL
OFFICE OF THE GARRISON COMMANDER
909 NW HAMILTON ROAD, SUITE 120
FORT SILL, OKLAHOMA 73503-9004

June 22, 2007

Office of the Garrison Commander

Susan Tsui Grundmann, Esq.
General Counsel, NFFE
1016 16th Street, N.W.
Washington, D.C. 20036

Michael J. Snider, Esq.
Snider & Associates, LLC
104 Church Lane, Suite 100
Baltimore, MD 21208

Dear Ms. Grundmann and Mr. Snider:

This letter is in response to the Grievance filed by Ms. Zeldia Cozart, President, NFFE Local 273, dated June 11, 2007, submitted on behalf of all bargaining unit employees of NFFE Local 273 alleging that the agency violated the Fair Labor Standards Act, the collective bargaining agreement and all other relevant and applicable law, rule and regulation when the agency: 1) Failed to properly classify bargaining unit employees as FLSA non-exempt; 2) Failed to pay proper compensation for overtime worked to bargaining unit employees; 3) Improperly failed to allow bargaining unit employees a choice of compensatory time or overtime; 4) Failed to pay suffered and permitted overtime to employees.

I note the instant Grievance is identical in substance to the union's earlier grievance dated November 14, 2006, which I denied on November 21, 2006. I am not revisiting my final decision made on the November 14, 2006 FLSA grievance. Accordingly, I am limiting the scope and applicability of your current Grievance to the period of time since November 14, 2006. I have carefully reviewed and considered the information provided by you. Nothing in your current Grievance gives me any facts or evidence that this activity has violated any bargaining unit employee's rights afforded by law, negotiated agreement or regulation. Nor have I been provided any facts or information from the union and/or bargaining unit employees to support the union's allegations. Therefore, I have determined that your Grievance must be denied.


Regarding your request for information under 5 U.S.C. § 7114(b), I, again, note this is identical to your earlier request filed concurrently with the November 14, 2006 grievance. We have produced data responsive to that request for information. To the extent relevant data has come into existence since our last submission, I have asked Mr. Denny Kerr, Director, Fort Sill Civilian Personnel Advisory Center, to provide a response to your request.

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At the request of Ms. Cozart, a courtesy copy of this letter is being furnished to Ms. Zelda Cozart, President, NFFE Local 273, Fort Sill, OK. Courtesy copies are also provided to Ms. ~~Anne~~ McClure, SJA, Fort Sill, OK and Mr. Denny Kerr, CPAC, Fort Sill, OK.



Sincerely,



John Uberti
Colonel, U.S. Army
Garrison Commander



DEPARTMENT OF THE ARMY
HEADQUARTERS, U. S. ARMY DENTAL ACTIVITY
FORT SILL, OK 73503-6300

June 22, 2007

Susan Tsui Grundmann, Esq.
General Counsel, NFFE
1016 16th Street, N.W.
Washington, D.C. 20036

Michael J. Snider, Esq.
Snider & Associates, LLC
104 Church Lane, Suite 100
Baltimore, MD 21208

Dear Ms. Grundmann and Mr. Snider:

This letter is in response to the Grievance filed by Ms. Zelda Cozart, President, NFFE Local 273, dated June 11, 2007, submitted on behalf of all bargaining unit employees of NFFE Local 273 alleging that the agency violated the Fair Labor Standards Act, the collective bargaining agreement and all other relevant and applicable law, rule and regulation when the agency: 1) Failed to properly classify bargaining unit employees as FLSA non-exempt; 2) Failed to pay proper compensation for overtime worked to bargaining unit employees; 3) Improperly failed to allow bargaining unit employees a choice of compensatory time or overtime; 4) Failed to pay suffered and permitted overtime to employees.

As an initial matter, I note this Grievance is designated as a "first step" grievance. Article 32.3.a of the negotiated agreement provides that a Step 1 grievance shall be taken up by the grievant with his or her immediate supervisor or the lowest level management official with authority to remedy the situation. Similarly, Article 32.2 states that if the activity Commander is the lowest level official having authority to decide the matter, Steps 1 and 2 of the grievance process will be bypassed and the grievance will follow Step 3 procedures. Here, because your Grievance fails to name any particular bargaining unit employee it makes it impossible to identify the immediate supervisor of the affected employee. Also, the Grievance is directed to me as the Commander. For these reasons, consistent with Article 32 of the negotiated agreement, I am treating your instant Grievance as a Third Step Grievance.

This activity has no evidence that we have violated bargaining unit employees' rights as the union has alleged in paragraph two of the Grievance. I have carefully reviewed and considered the information provided by you. Nothing in your Grievance gives me any facts or evidence that this activity has violated any bargaining unit employee's rights afforded by law, negotiated agreement or regulation. Nor have I been provided any facts or information from the union

and/or bargaining unit employees to support the union's allegations. Therefore, I have determined that your Grievance must be denied.

Regarding your request for information under 5 U.S.C. § 7114(b), it is my understanding that Mr. Denny Kerr, Director, Fort Sill Civilian Personnel Advisory Center has provided some of the requested information and continues to work on providing the remaining available information.

My experience with the union has been a favorable one. We have enjoyed and continue to enjoy the cooperative relationship with representatives of the NFFE. It is my hope that we can bring quick resolution to these issues.

At the request of Ms. Cozart, a courtesy copy of this letter is being furnished to Ms. Cozart, President, NFFE Local 273, Fort Sill, OK.

Sincerely,


MARTY C. MOON
COL, DC
Commanding

CF: Ms. Cozart, President, NFFE Local 273
Ms. McClure, SJA
Mr. Kerr, CPAC



DEPARTMENT OF THE ARMY
HEADQUARTERS U.S. ARMY MEDICAL DEPARTMENT ACTIVITY
FORT SILL, OKLAHOMA 73503-6300

June 21, 2007

REPLY TO
ATTENTION OF:

Susan Tsui Grundmann, Esq.
General Counsel, NFFE
1016 16th Street, N.W.
Washington, D.C. 20036

Michael J. Snider, Esq.
Snider & Associates, LLC
104 Church Lane, Suite 100
Baltimore, MD 21208

Dear Ms. Grundmann and Mr. Snider:

This letter is in response to the Grievance filed by Ms. Zelda Cozart, President, NFFE Local 273, dated June 11, 2007, submitted on behalf of all bargaining unit employees of NFFE Local 273 alleging that the agency violated the Fair Labor Standards Act, the collective bargaining agreement and all other relevant and applicable law, rule and regulation when the agency: 1) Failed to properly classify bargaining unit employees as FLSA non-exempt; 2) Failed to pay proper compensation for overtime worked to bargaining unit employees; 3) Improperly failed to allow bargaining unit employees a choice of compensatory time or overtime; 4) Failed to pay suffered and permitted overtime to employees.

I note the instant Grievance is identical in substance to the union's two earlier grievances dated October 24, 2006 and January 29, 2007, respectively. Those prior grievances were denied by the former Commander on November 1, 2006 and February 5, 2007, respectively. I am not revisiting Colonel Swiderski's final, third-step decisions made on the earlier FLSA grievances. Accordingly, I am limiting the scope and applicability of your current Grievance to the period of time since January 29, 2007. I have carefully reviewed and considered the information provided by you. Nothing in your current Grievance gives me any facts or evidence that this activity has violated any bargaining unit employee's rights afforded by law, negotiated agreement or regulation. Nor have I been provided any facts or information from the union and/or bargaining unit employees to support the union's allegations. Therefore, I have determined that your Grievance must be denied.

Regarding your request for information under 5 U.S.C. § 7114(b), I, again, note this is identical to your earlier requests filed concurrently with the October 24, 2006 and January 29, 2007 grievances. We have produced data responsive to those requests. To the extent relevant data has come into existence since our last submission, I have asked Mr. Denny Kerr, Director, Fort Sill Civilian Personnel Advisory Center, to provide a response to your request.

- 2 -

At the request of Ms. Cozart, a courtesy copy of this letter is being furnished to Ms. Zelda Cozart, President, NFFE Local 273, Fort Sill, OK. Copies are also being furnished to Ms. McClure, SJA and Mr. Kerr, Fort Sill CPAC.

Sincerely,

for *Laird Williamson COL AN*
Ellen E. Forster
Colonel, Army Nurse Corps
Commanding *acting Commander*

MCUA-HQ

18 June 2007

MEMORANDUM FOR SEE DISTRIBUTION

SUBJECT: Assumption of Command

1. Effective 18 June 2007, the undersigned assumes command of USAMEDDAC W2NV1B, W2NV1C, W2NV16, W2NV06, W8K5Y1, W8K5Y2, W2NVAA, Fort Sill, Oklahoma 73503-6300, vice COL Frederick A. Swiderski.
2. Authority: AR 600-20, paragraph 2-8a and AR 40-1, paragraph 1-9b.
3. Period: 18-21 June 2007.

Gail J. Williamson
GAIL J. WILLIAMSON
COL, AN
Acting Commander

DISTRIBUTION:

- 1 - Cdr, USAMEDDAC, Fort Sill, OK
73503-6300
- 1 - Individual concerned
- 1 - Officer's 201 File
- 1 - SDO Book
- 1 - SIDPERS Clerk
- 1 - Cdr, GPRMC
Fort Sam Houston, TX 78234-6000