UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY
Office of Administrative Law Judges
WASHINGTON, D.C. 20424-0001

MEMORANDUM DATE:
March 22, 2007

TO: The Federal Labor Relations Authority

FROM: CHARLES R. CENTER
Chief Administrative Law Judge

SUBJECT: DEPARTMENT OF THE AIR FORCE
355TH SPTG/CG
DAVIS-MONTHAN AIR FORCE BASE,
ARIZONA

Respondent

AND Case
No. DE-CA-06-0349

AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES, LOCAL 2924

Charging Party

Pursuant to section 2423.34(b) of the Rules and Regulations 5 C.F.R. § 2423.34(b), I am hereby transferring the above case to the Authority. Enclosed are copies of my Decision, the service sheet, and the transmittal form sent to the parties. Also enclosed are the transcript, exhibits and any briefs filed by the parties.

Enclosures

UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY
Office of Administrative Law Judges
WASHINGTON, D.C. 20424-0001

DEPARTMENT OF THE AIR FORCE
355TH SPTG/CG
DAVIS-MONTHAN AIR FORCE BASE,
ARIZONA

Respondent

AND Case No. DE-CA-06-0349

AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES, LOCAL 2924

Charging Party

NOTICE OF TRANSMITTAL OF DECISION

The above-entitled case having been heard by the undersigned Chief Administrative Law Judge pursuant to the Statute and the Rules and Regulations of the Authority, the undersigned herein serves his Decision, a copy of which is attached hereto, on all parties to the proceeding on this date and this case is hereby transferred to the Federal Labor Relations Authority pursuant to 5 C.F.R. § 2423.34(b).

PLEASE BE ADVISED that the filing of exceptions to the attached Decision is governed by 5 C.F.R. §§ 2423.40 - 41, 2429.12, 2429.21 - 2429.22, 2429.24 - 2429.25, and 2429.27.

Any such exceptions must be filed on or before **APRIL 23, 2007**, and addressed to:

Office of Case Control
Federal Labor Relations Authority
1400 K Street, NW, 2nd Floor
Washington, DC 20005

CHARLES R. CENTER

Chief Administrative Law Judge

Dated: March 22, 2007
Washington, DC

OALJ 07-13

FEDERAL LABOR RELATIONS AUTHORITY
Office of Administrative Law Judges
WASHINGTON, D.C.

DEPARTMENT OF THE AIR FORCE 355TH SPTG/CG DAVIS-MONTHAN AIR FORCE BASE, ARIZONA Respondent	
AND	Case No. DE-CA-06-0349
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 2924 Charging Party	

Hazel E. Hanley, Esq.
For the General Counsel

Phillip G. Tidmore, Esq.
Tom Burhenn, Esq.
For the Respondent

Before: CHARLES R. CENTER
Chief Administrative Law Judge

DECISION

Statement of the Case

On June 28, 2006, pursuant to the Federal Service Labor-Management Relations Statute (Statute) the American Federation of Government Employees, Local 2924, AFL-CIO (Union) filed an unfair labor practice charge against the U.S. Department of the Air Force, 355th Mission Support Group Squadron, Davis-Monthan Air Force Base (AFB), Arizona (Respondent) alleging that management bypassed the Union by meeting with a grievant on June 27, 2006 without his designated representative being present. GC-1(a). On October 6, 2006, the Union filed a First Amended Charge, asserting that during the meeting on June 27, the Respondent issued a grievance answer without providing a copy of the answer to the designated representative and attempted to resolve the grievance by

urging the employee to drop the grievance. GC-1(b). Four days after the charge was amended, the Regional Director of the Denver Region of the Federal Labor Relations Authority (Authority) issued a Complaint and Notice of Hearing on October 10, 2006. The Complaint alleged that the Respondent committed an unfair labor practice in violation of § 7116(a)(1) and (5) of the Statute on June 27, 2006, when it met with a grievant and delivered an answer to his first-step grievance without the designated representative being present and without furnishing or delivering a copy of the answer to the representative. The Complaint further alleged that during the meeting, the Respondent urged the grievant to drop the grievance. GC-1(c). The Respondent filed a timely Answer on October 24, 2006 in which it denied the alleged violations of the Statute. GC-1(d). On November 28, 2006, a notice of hearing was issued and the hearing was set for December 7, 2006. GC-1(e).

A hearing was held in Tucson, Arizona on December 7, 2006, at which the parties were present with counsel and were afforded the opportunity to present evidence and cross-examine witnesses. This Decision is based upon consideration of all of the evidence, including the demeanor of witnesses, and of the post-hearing briefs submitted by the parties.

Positions of the Parties

The General Counsel

The General Counsel contends that the Respondent violated § 7116(a)(1) and (5) of the Statute by conducting the meeting on June 27 because:

1. The Respondent bypassed the exclusive representative by delivering the Agency's response to the first-step grievance directly to the grievant without providing a copy to the exclusive representative. GC-1(c); GC's Post-Hearing Brief, p. 11.

2. The Respondent bypassed the exclusive representative by communicating directly with the grievant on the subject matter of the grievance. GC-1(c); GC's Post-Hearing Brief, p. 21.

3. By holding the meeting with the employee without the exclusive representative present and communicating with the employee directly on the subject matter of the grievance, the Respondent independently interfered with the employee's right

to designate a representative. GC-1(c), GC's Post-Hearing Brief, pp. 11, 21.

The Respondent

The Respondent asserts that even though a supervisor met with an employee he knew to be represented without the representative being present and did so for the purpose of delivering an answer to a Step 1 grievance, no bypass occurred because the employee was given copies of the answer to provide to his Union and representative. The Respondent also contends that there was no discussion concerning the subject matter of the grievance during the June 27 meeting.

Findings of Fact

The Respondent is an "agency" within the meaning of § 7103(a)(3) of the Statute. GC-1(d). The Union is a "labor organization" as defined by § 7103(a)(4) of the Statute and is the exclusive representative of a unit of the Respondent's employees appropriate for collective bargaining. GC-1(a, b, c, d).

On April 28, 2006[1/], Bryan E. Hootman was given Notice of Proposed Reprimand by his immediate supervisor, Thomas P. Dunleavy. Although Dunleavy issued the notice, it indicated that Jeffrey Peterson, Hootman's second-line supervisor, would review the matter and make the decision as to whether or not a reprimand would be issued. GC-4.

On May 25, after consideration of oral and written presentations by Hootman and his designated Union representative, Donald Child, Peterson issued a reprimand to Hootman. GC-5, 6.

On June 12, Hootman designated Child, Union Vice-President as his representative for the purpose of filing a grievance and a Step 1 Grievance over the reprimand was filed on June 13. GC-7, 8. Although Child submitted the grievance to Michael O'Halloran, who was Jeffery Peterson's supervisor, inexplicably and unbeknownst to Child, the Respondent gave the responsibility of answering the Step 1 grievance to Peterson's subordinate Thomas Dunleavy. GC-12, 13. Since the relief sought by the grievance was removal of the Peterson Reprimand from Hootman's personnel folder, that meant Dunleavy was reviewing and passing judgment upon a decision made by his superior, which is, at the least, an unusual application of the chain of command.

[1/] All subsequent dates relate to 2006 unless otherwise indicated.

Whether it was concern about reaction from his supervisor, inexperience, bureaucratic inefficiency or just plain oversight, Dunleavy's answer to the Step 1 grievance was not timely. GC-12. Dated June 27 and issued during a meeting with Hootman when his representative was not present, the Step 1 answer was delivered ten working days after the grievance was filed, which is five days after it was due under the terms of the collective bargaining agreement. GC-2, 7, 8; A-1. In fact, the Step 1 answer was so late, that Child had filed a Step 2 grievance on June 26. GC-10, 11.

Before conducting the meeting with Hootman on June 27 Dunleavy tried to contact Child for the purpose of giving him the Step 1 answer. T-104. However, he discovered that Child was on sick leave and because the answer was already past due, he elected to serve it upon Hootman without Child being present in order to get the information to someone involved with the case. A-2; T-104, 105.

There is no dispute between the parties as to the facts up to this point. Both sides agree that a meeting between Dunleavy and Hootman occurred on June 27, and the Respondent acknowledges that Hootman was represented by Child who was not at the meeting. However, there is sharp disagreement with respect to what happened at the meeting.

At the hearing, Hootman testified that Dunleavy summoned him to a meeting, that he was not accompanied by his representative, and that he was not given a copy of the answer to his Step 1 grievance. He alleges that Dunleavy gave him the answer to read, had him acknowledge the document by signing it at the end and then dismissed him from the meeting without giving him a copy of the answer, let alone providing copies for Child and the Union. T-54 to 60. Hootman also testified that Dunleavy urged him to drop the grievance by telling him that the reprimand would help support the medical retirement he was seeking. T-57, 58.

Dunleavy on the other hand, testified that when he attempted to provide the Step 1 answer to Child as soon as possible (ASAP), as instructed by Beatrice Clifton in an email sent early in the morning of June 27, he discovered that Child was on sick leave. A-1, T-104. Unable to locate anyone at the Union office and feeling a sense of urgency about the matter due to the email from Clifton and his responsibility in making the answer late, Dunleavy decided to deliver it to his subordinate Hootman. T-104, 105. He then called Hootman to a break room near his office, where he alleges that he gave the answer to Hootman, had him read and acknowledge it, and then instructed Hootman make copies for Hootman, Child, and

the Union using the copier in the adjoining room. T-104 to 106. Dunleavy also denied urging or giving Hootman advice to drop the grievance. T-105.

The General Counsel contends that the testimony of Hootman should be credited because he was "unflustered and unshakeable" while Dunleavy was "fidgety and nervous" and his testimony "garbled, illogical, equivocal and incomprehensible". While it was apparent during the hearing that Hootman and Child were comfortable and confident in their testimony, and Dunleavy was ill at ease and somewhat overwhelmed, I believe their disparate behaviors were more a function of experience and comfort with the hearing environment than veracity. In fact, for the reasons set forth below, I conclude that the Dunleavy version of what happened during the June 27 meeting is most reliable. As a result, I conclude that Hootman was instructed to make copies of the Step 1 answer for himself, his representative and the Union, and that there was no discussion or urging on the part of the Dunleavy to get the grievant to drop his grievance at the meeting. Fortunately, the record is such that these conclusions are reached without reliance upon a sit, squirm and sweat test for veracity.

A. Hootman was given a copy of the Answer

In making this factual determination, I give substantial weight to the fact that the hearing represents the first time this particular allegation was made. The first charge was filed in this case on June 28, the day following the meeting. GC-1(a). While that charge alleges an act of bypass in substantial detail, nowhere within the description of what the Respondent did does it indicate that a copy of the answer was not provided to Hootman. In fact, the Charge asserts that the purpose of the meeting which constituted the bypass ". . . was to diliver (*sic*) a step 1 grievance response." Given the proximity in time with which this charge was drafted and the experience of the Union official involved, I find it highly unlikely that a detail like failing to give the grievant a copy of the answer would have been overlooked or treated as insignificant. While the gravamen of the Union's charge was a bypass committed by not having the Union representative at the meeting, such behavior would be even more egregious had the Respondent tried to sneak one by the employee and the Union by not providing a copy of the answer to anyone. Thus, it is far more likely that such a non-event would have been part of the allegation had it actually been asserted by the employee at the time. Therefore, I conclude that such an allegation was not made in the initial charge because it was not asserted at the time by either the employee or the Union,

and it was not asserted because it did not happen.

Furthermore, even when the Union amended the charge on October 6, the actions the Respondent was accused of did not include an allegation that Hootman was not given a copy of the answer. In that charge, the Union indicated that the crux of the matter was not providing a copy to the designated Union representative along with adding the allegation that the Respondent urged the employee to drop the grievance because the reprimand would support his pending application for medical retirement. GC-1(b).

Finally, I rely upon the document itself, upon which Hootman scribed the following statement in his own hand: "Received 27 June 06 – Bryan Hootman". GC-12. Given his experience in dealing with such documents, *e.g.*, GC-4, 6, I find it unlikely that Hootman would have simply walked away from the meeting without getting a copy of the answer and I find it even more unlikely that if he had been forced to leave without a copy, that the Respondent's withholding of said answer would go unmentioned by Hootman to Child and then by Child in the subsequent charges. Per his testimony, Child is a Union Vice-President versed and familiar in the practice of making unfair labor practice complaints and I conclude that the allegation concerning Hootman not getting a copy of the answer was not mentioned in either charge because it did not happen. Because I conclude that Hootman's assertion that he was not given a copy of the answer is not credible, I also find his denial of being instructed to make copies for his representative and Union not credible and conclude that Hootman did in fact make copies for his representative and Union as part of the June 27 meeting. T-106.

B. The Coercion Allegation

For the reasons set forth below, I do not credit the assertion of Hootman that Dunleavy conducted the June 27 meeting without his Union representative present for the purpose of coercing him into dropping the grievance. Based upon the lack of sophistication regarding discipline, reprimand and grievance matters demonstrated by Dunleavy during his testimony, it would be difficult for me to conclude that his actions were a premeditated effort to bypass the Union and subvert the grievance process. Ignoring his apparent inability to recognize and resolve the inappropriate nature of his acting upon a grievance related to a reprimand issued by his superior, Dunleavy's inexperience and lack of labor and personnel law acumen resulted in him mismanaging the preparation of the grievance answer to the point that it was well past due under the terms of the negotiated grievance

process. Therefore, I conclude that after being told to give a copy of the answer to Child "ASAP" and discovering that a meeting with Child was not possible due to Child's being on sick leave, Dunleavy decided to deliver it directly to Hootman because Dunleavy was responsible for missing the deadline and wanted to minimize the damage from his error by getting the delivery portion of the job done as soon as possible, even if it was to someone other than Child. While exhibiting significant management and organizational deficiencies, Dunleavy's response to the situation created by his dilatory answer was in response to perceived necessity to get the answer served, rather than an intentional effort to stage an opportunity wherein he could coerce Hootman into dropping the grievance. T-104, 105.

Consistent with my determination that Dunleavy was not trying to create an environment ripe for coercion, I also conclude that Dunleavy made no coercive comments to Hootman at the June 27 meeting. Much like the assertion regarding the provision of the answer, I find the failure of the Union's initial charge to assert any facts related to coercion extremely probative in concluding that such comments were not made. Simply put, the coercive comments were not mentioned in the initial charge because they did not happen and not because they were ignored or deemed unimportant at the time. To the contrary, facts amounting to coercive behavior would turn an otherwise pedestrian bypass violation into something even more nefarious: a deliberate attempt to coerce an employee from the exercise of his rights under the Statute. To charge the Respondent with holding a meeting without the representative being present while saying nothing about coercive comments made during the meeting is tantamount to the Union mentioning a mouse in the room while neglecting to note the elephant. Given the experience to which Child testified, I find it improbable that facts indicative of coercion would be left out of an initial charge drafted by a Union Vice-President familiar with coercion allegations. T-75.

Instead of making a coercion allegation from the start, the Union bolstered the severity of their initial bypass charge only months later, shortly before a Complaint was issued. This scenario reeks of facts created and added later to insure the issuance of a Complaint, and are one "Yeah, that's the ticket" short of farce. As there was no explanation for how and why the serious charge of coercion suddenly and miraculously appeared at the eleventh hour when a decision on the Complaint was pending, I conclude that the Union conveniently uncovered such facts when it became apparent that without them the case might not move forward. If Hootman was actually subject to such comments at the time

of the June 27 meeting, I have no doubt he would have reported them then and the Union would have made them part of the initial charge.

Having concluded that Hootman was provided with a copy of the answer for himself, the Union and his representative and that he was not subjected to coercive statements by the Respondent at the meeting, I thus finish where the Union started in its initial charge. I conclude that the Respondent conducted a meeting and delivered a grievance answer to a represented employee when that employee's appointed and recognized representative was not present. My legal analysis of those facts is set forth below.

Discussion and Analysis

I. The June 27 Meeting between Dunleavy and Hootman was an Illegal Bypass of the Exclusive Representative

It is well settled that delivering grievance decisions or other responses directly to an employee grievant constitutes a bypass of the exclusive representative and is a violation of § 7116(a)(1) and (5), and an independent violation of § 7116 (a)(1). *Social Security Admin.*, 16 FLRA 434 (1984) (*SSA*). The reason for this was clearly outlined in *SSA*:

> As stated in section 7114(a)(1) of the Statute, "A labor organization which has been accorded exclusive recognition is the exclusive representative of the employees in the unit it represents and is entitled to act for, and negotiate collective bargaining agreements covering, all employees in the unit." (Emphasis added in original). The right of the exclusive representative to "act for" unit employees includes the right encompassed by section 7121(b)(3) "on behalf of any employee in the unit. . . to present and process grievances. . . .
>
> The exclusive representative simply cannot exercise its statutory right to act on behalf of a unit employees (sic) to present and process his/her grievance through the negotiated grievance procedure if it is ignored by the agency and not furnished, **at the same time as the employee**, with the written decision when rendered at each step of the negotiated grievance procedure, or if the employee, and not the Union, is voluntary (sic) furnished information bearing on the grievance. *SSA* at 449. (Emphasis added)

Similar to the facts of this case, *SSA* involved situations wherein grievance answers were delivered directly to grievants, who subsequently delivered copies of the answers to their Union representative. *SSA* at 443. However, the manner of delivery in SSA was less formal, with the supervisor dropping the answer upon an employee's desk, rather than conducting a formal meeting and in all cases, the bypass did not result in the grievant losing the ability to continue processing the grievance.[2/] Nonetheless, the agency's action in directly serving the answer only upon the employee and not the representative was a violation of § 7116(a)(1) and (5) and an independent violation of § 7116(a)(1) and I find the same is true in the present case for the reasons set forth in *SSA*.

The Respondent contends that the unavailability of Child and the lack of ill-intent on the part of Dunleavy should preclude finding a violation in this case. However, I find those arguments unpersuasive. The record indicates that Child was unavailable as a result of sick leave for only one day and the difference between providing the answer on June 28 as opposed to June 27 was negligible given the fact that it was already so late that the representative had filed a Step 2 grievance on June 26. As testified to by Beatrice Clifton, service of the Step 1 answer was completed to create a full record for subsequent review by the support group commander. T-35, 36. Thus, while Dunleavy may have felt the matter so urgent that he delivered it directly to Hootman, the actual urgency was not enough to justify his violation of the Statute. Though his action in delivering the answer to Hootman contradicted the valid guidance of Clifton, who instructed him to deliver the answer to Child, his doing so violated the Statute and the Respondent should not benefit from having supervisors who do not know the law or understand the requirements of the bargaining agreement when the Respondent is the one responsible for selecting and training its supervisors.

At the hearing, the Respondent also attempted to justify delivering the Step 1 grievance answer directly to Hootman based upon the bargaining contract. In essence, the Respondent argued that Article 30, Section 7, Step 1 contains a typographical error and that the word grievance should be grievant. Thus, Respondent contends that the relevant portion should actually read: "A decision will be given to the grievant (vice grievance) within five (5) workdays after presentation of the grievance." However, even if this dubious

---

[2/] Testimony at the hearing indicated that the reprimand which was the subject of this grievance was removed from Hootman's personnel file at Step 3. T-85.

claim was accurate, the sentence must be read within the context of the rest of the document and the language of both Section 7 and Section 9 of that Article make it clear that: "At all steps of the grievance procedure, a Union representative shall be present when designated at the first step by the employee." Thus, whether giving a decision to the "grievance" or the "grievant" under the Authority precedent and their own contract, the Respondent must give it to the exclusive representative when the grievant has designated a representative. Furthermore, this attempt to twist the contractual language is inconsistent with the guidance provided by the Respondent's own expert, Beatrice Clifton, who instructed Dunleavy to give the Step 1 grievance answer to Child, and not Hootman.

II. Precedent of Prior Administrative Law Judge Decisions

Pursuant to 5 C.F.R. § 2423.41, decisions issued by administrative law judges (ALJ) to which no exceptions are filed become the findings, conclusions, decision and order of the Authority without precedential significance. *Dep't of the Air Force, Sacramento Air Logistics Center, McClellan Air Force Base, California*, 35 FLRA 345 (1990).

Nonetheless, Respondent contends that a prior decision issued by an ALJ in *Dep't of the Air Force, Headquarters 832d Combat Support Group, Luke Air Force Base, Arizona*, Case No. 8-CA-50075 (1985) (*Luke*) should be used as precedent to decide the matter in this hearing despite the fact that no exceptions were filed in that case. However, as *SSA* provides clear Authority precedent for those situations wherein an Agency delivers a grievance answer directly to a bargaining unit employee who has designated an exclusive representative I reject the Respondent's assertion that *Luke* constitutes valid precedent for when the precedent of the Authority's decision in *SSA* can be ignored.

Furthermore, unlike the judge in *Luke*, I do not conclude that the labor-management relationship between these parties has been free of any background of similar bypassing. In fact, the record demonstrates an ongoing problem of Respondent's supervisors bypassing the Union and dealing directly with bargaining unit employees on grievances. T-17, 75. Apparently, when it comes to curbing its supervisors' propensity for bypassing the exclusive representative, the Air Force's aim is none too high. Thus, finding a violation in this case is not a wooden or mechanical approach to a technical violation. In fact, given that the *Luke* case also involved this Respondent speaks volumes with respect to the limitations of leniency and its propensity to encourage rather than discourage future violations of the Statute as it would

appear that the Respondent learned nothing from the pass previously given.

It is therefore recommended that the Authority adopt the following Order:

ORDER

Pursuant to § 2423.41(c) of the Rules and Regulations of the Authority and § 7118 of the Federal Service Labor-Management Relations Statute, it is hereby ordered that the Davis-Monthan Air Force Base, Arizona, shall:

1. Cease and desist from:

(a) Bypassing the American Federation of Government Employees, Local 2924, the employee's exclusive representative, and dealing directly with unit employees by delivering a grievance answer directly to the grievant without providing the correspondence to the designated representative.

(b) In like or related manner, interfering with unit employees rights to designate and rely on the exclusive representative to process their grievances through the negotiated grievance procedure.

2. Take the following affirmative action:

(a) Post at all of its facilities in Davis-Monthan Air Force Base, Arizona, copies of the attached Notice on forms to be furnished by the Authority. Upon receipt of such forms they shall be signed by the Base Commander, and shall be posted and maintained for 60 consecutive days thereafter in conspicuous places, including all bulletin boards and other places where notices to employees are customarily posted. Reasonable steps shall be taken to ensure that such Notices are not altered, defaced or covered by any other material.

(b) Notify and give the Union the opportunity to be represented whenever any management official or supervisor intends to meet and/or discuss the subject matter or the resolution of any grievance being processed by the exclusive representative of employees under the parties' negotiated grievance procedure.

(c) Pursuant to § 2423.41(e) of the Rules and Regulations of the Authority, notify the Regional Director of the Denver Regional Office, Federal Labor Relations Authority, in writing, within 30 days of the date of this Order, as to what steps have been taken to comply.

Issued, Washington, DC, March 22, 2007

CHARLES R. CENTER
Chief Administrative Law Judge

NOTICE TO ALL EMPLOYEES

POSTED BY ORDER OF

THE FEDERAL LABOR RELATIONS AUTHORITY

The Federal Labor Relations Authority has found that the Department of the Air Force, Davis-Monthan Air Force Base, Arizona, violated the Federal Service Labor-Management Relations Statute (Statute) and has ordered us to post and abide by this Notice.

WE HEREBY NOTIFY OUR EMPLOYEES THAT:

WE WILL NOT fail or refuse to bargain in good faith with the American Federation of Government Employees, Local 2924, AFL-CIO (Union), the exclusive representative of our bargaining unit employees, by bypassing the Union and communicating directly with a bargaining unit employee concerning a grievance.

WE WILL NOT fail or refuse to bargain in good faith with the Union by delivering grievance responses and decisions directly to the unit employees without giving copies to the designated representative of our bargaining unit employees.

WE WILL NOT interfere with the right of employees to designate and rely on the Union to process their grievances through the negotiated grievance procedure.

WE WILL NOT, in any like or related manner, interfere with, restrain or coerce our employees in the exercise of their rights assured by the Statute.

WE WILL permit the Union, the designated representative of our employees, to attend meetings held to present decisions on grievances to employees represented by the Union.

_____
(Agency)

Dated: _____ By: _____
(Signature) (Title)

This Notice must remain posted for 60 consecutive days from the date of posting, and must not be altered, defaced, or covered by any other material.

If employees have any questions concerning this Notice or compliance with its provisions, they may communicate directly with the Regional Director, Denver Regional Office, whose address is: Federal Labor Relations Authority, 1244 Speer Boulevard, Suite 100, Denver, CO 80204-3581, and whose telephone number is: 303-844-5226.

CERTIFICATE OF SERVICE

I hereby certify that copies of the **DECISION** issued by CHARLES R. CENTER, Chief Administrative Law Judge, in Case No. DE-CA-06-0349, were sent to the following parties:

_____

CERTIFIED MAIL & RETURN RECEIPT — **CERTIFIED NOS:**

Hazel E. Hanley, Esq. — **7004 1350 0003 5175 2546**
Federal Labor Relations Authority
1244 Speer Boulevard, Suite 100
Denver, CO 80204-3581

Phillip G. Tidmore, Esq. — **7004 1350 0003 5175 2553**
AFLSA/CLLO
1501 Wilson Blvd., 7th Floor
Arlington, VA 22209

Tom Burhenn, Esq. — **7004 1350 0003 5175 2560**
Davis-Monthan AFB
5275 E. Granite Street
Tucson, AZ 85707

John Pennington, President — **7004 1350 0003 5175 2577**
AFGE, Local 2924
P.O. Box 15029
Davis-Monthan AFB, AZ 85408

REGULAR MAIL:

President
American Federation of Government
Employees, AFL-CIO
80 F Street, NW
Washington, DC 20001

DATED: March 22, 2007

Washington, DC