SPORT AIR TRAFFIC CONTROLLERS ORGANIZATION (SATCO) Respondent	
and AIR FORCE FLIGHT TEST CENTER EDWARDS AIR FORCE BASE, CALIFORNIA Charging Party	Case No. SF-CO-50828

NOTICE OF TRANSMITTAL OF DECISION

The above-entitled case having been heard before the undersigned 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. § 2423.26(b).

PLEASE BE ADVISED that the filing of exceptions to the attached Decision is governed by 5 C.F.R. §§ 2423.26(c) through 2423.29, 2429.21 through 2429.25 and 2429.27.

Any such exceptions must be filed on or before **MAY 13, 1996**, and addressed to:

Federal Labor Relations Authority
Office of Case Control
607 14th Street, NW, 4th Floor
Washington, DC 20424-0001

JESSE ETELSON
Administrative Law Judge

Dated: April 10, 1996
Washington, DC

MEMORANDUM DATE: April 10, 1996

TO: The Federal Labor Relations Authority

FROM: JESSE ETELSON
Administrative Law Judge

SUBJECT: SPORT AIR TRAFFIC CONTROLLERS
ORGANIZATION (SATCO)

Respondent

and Case No. SF-CO-50828

AIR FORCE FLIGHT TEST CENTER
EDWARDS AIR FORCE BASE, CALIFORNIA

Charging Party

Pursuant to section 2423.26(b) of the Rules and Regulations, 5 C.F.R. § 2423.26(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

SPORT AIR TRAFFIC CONTROLLERS ORGANIZATION (SATCO) Respondent	
and AIR FORCE FLIGHT TEST CENTER EDWARDS AIR FORCE BASE, CALIFORNIA Charging Party	Case No. SF-CO-50828

John R. Pannozzo, Jr., Esquire
For the General Counsel

Rex B. Campbell, President, SATCO
For the Respondent

Major James M. Peters, Esquire
For the Charging Party

Before: JESSE ETELSON
Administrative Law Judge

DECISION

In this case, the complaint alleges that the Respondent (the Union) committed the unfair labor practice of bargaining in bad faith, in violation of sections 7116(b)(1) and (5) of the Federal Service Labor-Management Relations Statute (the Statute), by insisting to impasse on tape-recording collective bargaining negotiations with the Charging Party (AFFTC). The Union's answer admits, with an explanation, all of the evidentiary facts alleged in the complaint, but denies the complaint's characterization of the Union's conduct as "insisting to impasse on a permissive topic of bargaining." In its attached explanation, the

Union asserts that it was AFFTC that was negotiating in bad faith.

At the hearing, the Union sought to introduce, by playing into the record, an audiotape of the negotiating session at which the central events underlying this case occurred. I rejected that offer, concluding, based on my understanding of the issues at that stage, that the tape's contents were not relevant. However, I invited the Union to move to reopen the record for the purpose of introducing the tape as an exhibit, upon a further showing of its relevance. The Union did submit the tape with its brief, having served a copy of each on Counsel for the General Counsel. I rule on this submission below.

Findings of Fact

The Union is a labor organization under section 7103(a)(4) of the Statute and is the exclusive representative of a unit of AFFTC employees appropriate for collective bargaining. The Union and AFFTC had a collective bargaining agreement that expired in March 1995.

On March 25, 1995, AFFTC provided the Union with ground rules proposals for negotiating a new collective bargaining agreement. AFFTC's seventh ground rules proposal stated that there "shall be no cameras or recording devices allowed in the negotiating room." The Union's ground rules proposals, which were provided to AFFTC in early April 1995, did not address the issue of recording devices. AFFTC's seventh ground rules proposal was prepared by AFFTC's chief negotiator, Labor Relations Officer Cheryl D. White, who took it from the parties' ground rules agreement that had governed their negotiations for the collective bargaining agreement that expired in March 1995.

On June 9, 1995, the parties met to begin ground rules negotiations. AFFTC's negotiating team consisted of White as chief spokesperson, Facility Manager Charles E. Cooper, and Legal Advisor Chauncey Williams. The Union's negotiating team consisted of Union President Rex Campbell and members James Blair and Terry Pelkey.

White arrived at the meeting approximately five minutes after Cooper, but before Williams. Union President Campbell had placed a tape recorder in the center of the table. White objected to the tape recorder. Campbell responded that the Union had a right to the tape recorder, since that issue had not been negotiated. The parties then discussed four other ground rules that did not deal with the tape recorder issue. Apparently, the tape recorder was recording

while the parties discussed these other ground rules. Legal Advisor Williams arrived after the parties had commenced their discussion of the other ground rules. Shortly after Williams arrived, he passed a handwritten note to White: "I think the tape recorder issue is a go/no go point - we need to press this[.]"

White objected to the tape recorder again. She asked Campbell why he would not turn it off. Campbell answered that he needed the recorder because, during prior negotiations, management had lied to him and said things that, after the fact, it denied. White told Campbell that the Union was dealing with three new people, that the parties needed to put the past behind them and go forward, and that the Union's actions constituted bad faith bargaining. Campbell would not comply with this request.

AFFTC's representatives caucused over the issue of whether to continue negotiations while the Union was recording the session. They reached a consensus that if Campbell did not turn off the tape recorder AFFTC would discontinue the negotiations. When the negotiating session resumed, White again requested that Campbell turn off the recorder. She told Campbell that the taping would slow negotiations and that "we" could not talk freely with the recorder present. She also asserted that management had not agreed to the use of the tape recorder and that the Union's unilateral recording would be bad faith bargaining. Campbell responded that the Union had a right to record without negotiating the issue.

White told Campbell that management could not continue to negotiate if he insisted on taping. White suggested calling in a mediator, and the parties agreed to request one from the Federal Mediation and Conciliation Service (FMCS).

White arranged for FMCS Commissioner Reginald L. Bravo to meet with the parties on July 7, 1995. Campbell brought the tape recorder to that meeting. Commissioner Bravo informed Campbell that he could not use the tape recorder to record the session. Campbell stated that he had the right to use the tape recorder but that, out of respect for Bravo, he would not use it as long as the parties confined their discussion to the tape recorder issue. However, Campbell said that if the parties began to discuss any of the issues he would turn it on. Bravo explained that Campbell could not use the recorder in the presence of a Federal mediator. Campbell repeated that he would keep the recorder off as long as the parties were discussing the taping issue.

White suggested that, with Bravo's assistance, the parties move on to discuss other ground rules. Campbell said he would turn the recorder on if they did so. At that point Bravo requested that AFFTC's negotiating team leave the room so that he could speak with the Union's representatives. They met for approximately 10 minutes. When the parties had all returned to the table, Bravo told them he did not see that they were making any progress. He recommended an indefinite suspension of negotiations. The parties agreed.

On July 11, 1995, AFFTC sent the Union a pre-charge notification letter in accordance with the parties' (expired) collective bargaining agreement. On or about July 25, 1995, White phoned Campbell in connection with another matter. After discussing that matter, White asked Campbell about getting back to the bargaining table. Campbell said that the Union could do that, but only if he could use the tape recorder. White responded that she could not accept that. Their discussion continued along those lines. White told Campbell that AFFTC was left with no alternative but to file an unfair labor practice. Campbell reiterated that he would not give in -- that he was going to use the tape recorder.

Discussion and Conclusions

A. The Precedential Landscape

The Authority has not had occasion to deal with the issue raised by the complaint in this case. Thus it has not addressed the consequences of a party's insistence on tape-recording collective bargaining sessions. However, one of its administrative law judges was presented with a case that is substantially similar to this case in its most important aspects. That case, *Local 24, NLRBU, National Labor Relations Board Union*, Case No. 2-CO-50 (1982), ALJ Decision Reports, No. 5 (Feb. 5, 1982) (*NLRBU*), was decided by Judge Isabelle R. Cappello and adopted by the Authority, in the absence of exceptions, without precedential significance.

In *NLRBU*, a union representative had brought a tape recorder to a negotiating session and, without informing anyone that she intended to do so, but also without making any effort to conceal it, recorded the session. Relying in part on court-enforced decisions of the National Labor Relations Board (the Board), Judge Cappello concluded that the union had breached its duty to bargain in good faith by taping the session, even though not done surreptitiously, while negotiat-ing with an unsuspecting party. Most

relevant here is the following passage from Judge Cappello's rationale, including quotations from *NLRB v. Bartlett-Collins Co.*, 639 F.2d 652, 656-57 (10th Cir. 1981), *cert. denied*, 452 U.S. 961 (1981):

> Labor-management negotiations must be conducted in an atmosphere that encourages free and open discussion. The recording of bargaining sessions . . . has a tendency to inhibit the parties and "may cause them to talk for the record rather than advance toward an agreement" and lead to "posturing for the record instead of the spontaneous, frank, no-holds-barred interchange of ideas and persuasive forces that successful bargaining often requires."

NLRBU at 10-11. Judge Cappello concluded that, although the taping came to light because the union informed a manage-ment representative afterward, and although, when the senior management official expressed his displeasure, the union representative apologized and promised that it would not occur again, the taping had chilled relations between the parties and required "an FLRA-imposed remedy to assure that the event will not be repeated." *Id.* at 12.

Although Judge Cappello's decision is entitled to no weight in strictly precedential terms, her analysis must be given serious consideration especially inasmuch as it applies the insights of the *Bartlett-Collins* court (and others that have affirmed the Board's approach) to negotiations in the Federal sector. By extension, it suggests the applicability to the Federal sector of some of the Board's further conclusions based on the Board's view of the effect of recording on negotiations.

The decisions of the Board and the courts concerning this aspect of the duty to bargain are based on a statutory provision, section 8(d) of the National Labor Relations Act (NLRA), that defines that duty substantially as does section 7114(b)(1)-(3) of the Statute.[1] Moreover, the Authority has, in recent decisions, forcefully expressed its recognition that, where the relevant provisions of the

[1] Section 8(d) of the NLRA provides, in pertinent part:

> For the purposes of this section, to bargain collectively is the performance of the mutual obligation of the employer and the representative of the employees to meet at reasonable times and confer in good faith with respect to . . . the negotiation of an agreement . . . .

Statute and the NLRA are comparable, "it is appropriate . . . to consider precedent developed under the NLRA in interpreting the [Statute.]" *Naval Facilities Engineering Service Center, Port Hueneme,* California, 50 FLRA 363, 367 (1995) (quoting *Turgeon v. FLRA*, 677 F.2d 937, 939-940 (D.C. Cir. 1982); *accord U.S. Department of Labor, Washington, D.C.*, 51 FLRA 462, 467 (1995); *U.S. Geological Survey and Caribbean District Office, San Juan, Puerto Rico*, 50 FLRA 548, 550-51 (1995).

B. How the Issues of the Instant Case are Framed

Although the General Counsel relies on *NLRBU*, the theory of the alleged violation here is more specific, namely, that the Union engaged in bad faith bargaining by insisting to impasse on a permissive subject of bargaining. The proposition that a demand to use a recording device during negotiations is a permissive subject of bargaining is in accord with Board precedent since 1978, when it decided the case underlying the *Bartlett-Collins* court decision. *Bartlett-Collins Co.*, 237 NLRB 770 (1978).[2] Notwithstanding that the Board had previously thought otherwise, and, as the court acknowledged in affirming the Board in *Bartlett-Collins* (639 F.2d at 657), "[t]here [was then] not universal acceptance of [the Board's new] position," the Union in the instant case has not disputed that such a demand is a permissive subject (Tr. 17).[3]

Insistence to impasse on a permissive subject of bargaining violates the Statute. *See Federal Deposit Insurance Corporation, Headquarters*, 18 FLRA 768 (1985). The Board followed the same principle in *Bartlett-Collins*, and concluded that the company's insistence on the presence of a court reporter violated the NLRA's counterpart to sections 7116(a)(5) and (b)(5) of the Statute, without

[2] In the Board's terminology, such a demand is "not a mandatory subject of bargaining." *Id.* at 772.

[3] While there was "not universal acceptance", before *Bartlett-Collins*, of such a view of a party's insistence on recording negotiations, the court upheld the Board's new approach, *see also Latrobe Steel Co. v. NLRB*, 630 F.2d 171 (3d Cir. 1980), *cert. denied*, 454 U.S. 821 (1981), and the issue seems to have been put to rest as far as the NLRA is concerned. Other courts, addressing this issue in different contexts, have been in accord with the *Bartlett-Collins* approach. *See Chicago Cartage Co. v. Teamsters*, 659 F.2d 825 (7th Cir. 1981); *Rosario v. Ladies' Garment Cutters' Union, Local 10*, 605 F.2d 1228, 1242 (2d Cir. 1979), cert. denied, 446 U.S. 919 (1980) (*Rosario*).

regard to whether such insistence was in good or bad faith. 237 NLRB at 772-73.

Here, however, the Union contends that AFFTC, not the Union, insisted on bargaining over the issue of recording the sessions and brought the matter to an impasse. The Union argues that AFFTC seeks to impose its own position on the issue by having the Authority require the Union to agree to AFFTC's proposal to prohibit recording. It further contends that such an imposition would jeopardize employee rights because the Union needs an accurate record of what occurs during negotiations in order to protect those rights.

The Union asserts that an accurate record is equally important in collective negotiations as in Authority or Merit Systems Protection Board hearings, and "maybe even more so." It claims a greater interest in maintaining such a record than an employer-agency has, because a union has to answer to its members concerning how it represented them. Finally, the Union challenges the proposition that the recording of negotiations would chill or inhibit the discussions. In support of that challenge, it urges a finding, based on the contents of its audiotape of the parties' June 9 negotiating session, that the recording of that session did not inhibit any participant.[4]

C. Resolution of the Issues Raised

In arguing that AFFTC, not the Union, insisted to impasse on its position with respect to this subject, the Union apparently relies on the fact that AFFTC came to the negotiations with a ground rules proposal to prohibit recording devices, while the Union had no proposal on this subject. AFFTC's insistence on the removal of the Union's tape recorder before negotiations could continue was, of course, consistent with its proposed ground rule on the subject.

I conclude that AFFTC's presentation of a proposal to prohibit recording during contract negotiations has no

[4] In his opening statement at the hearing, the Union's representative also noted that he believed AFFTC engaged in bad faith bargaining by filing the instant unfair labor practice charge after agreeing to a postponement of negotiations. He also suggested that the Authority's Regional Office acted unfairly in (assertedly) giving this charge priority treatment over cases in which the Union had filed charges against AFFTC. The Union did not renew these contentions as defenses in its brief. In any event, I find neither to be relevant to the merits of the case.

bearing on the issue of which party insisted to impasse on this subject. For one thing, the June 9 session was a preliminary meeting for the purpose of negotiating ground rules. AFFTC's proposal concerning recording devices, as well as most of its ground rules proposals, was aimed at the manner in which substantive negotiations would be conducted. None of AFFTC's proposed *procedural* ground rules purported to apply to the ground rules negotiations themselves.[5] It was, rather, the Union that made an issue of whether the session would be recorded by unilaterally undertaking to do so. When the Union did that, AFFTC objected. In support of its objection, AFFTC may have referred to its proposed ground rule. *See* GC Exh. 6. Whether it did so or not is irrelevant because it is beyond question that the Union's actions had created the issue.[6]

When AFFTC objected, the Union insisted on continuing to record the session, even when put on notice that AFFTC asserted the right to refuse to proceed with recorded negotia-tions. Further discussions over the issue of recording, including a session with a mediator, resulted in an impasse that prevented further negotiations. AFFTC had the right to condition continuation of the negotiations on the absence of a recording device. It is the Union, therefore, that is deemed to have "insisted to impasse" on this permissive subject. *See, for example, Pennsylvania Telephone* Guild, 277 NLRB 501, 502 (1985), *enf'd* 799 F.2d 84 (10th Cir. 1986); *United Gilsonite Laboratories*, 291 NLRB 924, 927-28 (1988), *enf'd*, 884 F.2d 1384 (3d Cir. 1989); *Timken Co.*, 301 NLRB 610, 615 (1991). Thus, as the Board stated in *Latrobe Steel Co.*, 244 NLRB 528 n.1 (1979, *enf'd* 630 F.2d 171 (3d Cir. 1980), *cert. denied*, 454 U.S. 821 (1981):

> The Administrative Law Judge's finding that Respondent violated Sec. 8(a)(5) of the Act by preconditioning bargaining upon the presence of a court reporter is fully consistent with our recent decision in *Bartlett-Collins Company* . . . . In

---

5
On the other hand, certain ground rules proposals concerning duty status and overtime or compensatory time for negotiating team members (GC Exh. 3. paragraphs 1 and 5) may have been intended to apply to the ground rules sessions as well.

6
Presumably the audiotape submitted by the Union for inclusion in the record would shed light on AFFTC's use of its proposal. For the reasons discussed above and at the end of this decision, I have not considered that submission.

> passing, we note that impasse on this issue can preclude collective bargaining on any topic whatsoever. Thus, although other procedural matters such as the location, date, and time of bargaining sessions may be agreed to by means other than through formal negotiations, insistence on the presence of a court reporter in effect reduces the options of the parties to the exchange of written communiques. We find such insistence at odds with the concept of meaningful bargaining and hence a violation of the duty to bargain in good faith imposed by the Act.

Affirming this finding, the Third Circuit noted that "impasse," as a concept, may have somewhat different meanings in different contexts involving collective bargaining. However, for the purpose of resolving the issue of whether there was "impasse" on a nonmandatory subject of bargaining, the court affirmed that the word describes a situation where a party insists on its position on such a subject as a precondi-tion to bargaining. *Latrobe Steel Co. v. NLRB* at 179.

In arguing that maintaining a verbatim record of the negotiations is essential if it is to adequately perform its representational duties, the Union merely weighs in on the side of those who, before *Bartlett-Collins,* placed a premium on such a record. *See NLRB v. Southern Transport, Inc.*, 355 F.2d 978 (8th Cir. 1966). That is not the prevailing view today. Nor is the Union's argument capable of overriding the conceded point that the matter is a *permissive* subject. *See Water Association*, 290 NLRB 838 n.2 (1988). Moreover, the Board has rejected the assertion that insistence on recording was justified because the other party allegedly withdrew proposals during previous negotiations. *Nassau Insurance Co.*, 280 NLRB 878, 886 (1986). *See also NLRB v. Bartlett-Collins* at 653, 654, 656-57.

None of this is to deny the value to the parties of making adequate bargaining notes. Note-taking is not objec-tionable. *See NLRB v. Bartlett-Collins* at 656 n.3. What has been said already, however, undermines the argument that a verbatim record has the same importance in negotiations as in more formal proceedings. That argument has been made and specifically rejected before now:

> The Company's analogy to recording of formal Board proceedings is misplaced. The purposes of collective bargaining and those of the judicial process are not the same. Court reporters are an integral part of an adjudicatory hearing because

> they facilitate the main goal of adjudication, ascertaining the truth. Collective bargaining, on the other hand, "cannot be equated with an academic collective search for truth -- or even with what might be thought to be the ideal of one." *NLRB v. Insurance Agents' International Union*, 361 U.S. at 488, 80 S. Ct. at 426. Agreement is the result of, among other things, the relative economic power of the opposing parties, reason, public opinion, accom-modation, and persuasion. *Id.* at 489-90, 80 S. Ct. at 427. The pursuit of truth and justice is not always the guiding beacon in collective bargaining. The goal of ascertaining with 100 percent accuracy what was said in negotiations may be subordinate to other concerns, such as ensuring peaceful resolution of industrial disputes.

NLRB v. Bartlett-Collins at 657.[7]

The argument that a verbatim record may be more important to unions than to employer-agencies because a union must answer to its members is one that I am not aware has ever been raised before. However, the Board has applied its *Bartlett-Collins* approach to unions in the same manner as it has to management. *See, for example, Nassau Insurance Co.*; *Pennsylvania Telephone Guild*; *Bakery Workers Local 455*, 272 NLRB 1362 (1984). Indeed, it would be extraordinary to hold that a matter is a permissive subject of bargaining for one party but not for the other.

Finally, the Union's argument that its audiotape of the June 9 session would show that its conduct did not inhibit these negotiations must also fail. *Bartlett-Collins* is based, at least in part, on the Board's acceptance of expert opinion that "the presence of a reporter during contract negotiations has a tendency to inhibit . . . free and open discussion . . . ." *Id.* at 773 n.9. It is this *tendency*, not a showing of inhibition on a case-by-case basis, that makes this a permissive subject. *See Bakery Workers Local 455* at 1364-65. Therefore, whatever the audiotape would

---

[7] *See Rosario* at 1242 for a discussion of the differences between negotiations and union disciplinary proceedings in this regard. On the other hand, the Board treats grievance meetings like negotiations for *Bartlett-Collins* purposes. *Pennsylvania Telephone Guild*. Even arbitration hearings, where there is at least arguably a greater need for an accurate record, are often conducted without the benefit of any kind of recording.

show about how the recording did or did not affect this particular discussion is irrelevant.[8]

I have concluded that the Union's conduct violated sections 7116(b)(1) and (5) of the Statute, and recommend that the Authority issue the following order.

ORDER

Pursuant to section 2423.29 of the Authority's Rules and Regulations and section 7118 of the Federal Service Labor-Management Relations Statute (the Statute), SPORT Air Traffic Controllers Organization (SATCO) shall:

1. Cease and desist from:

(a) Refusing to bargain in good faith with the Air Force Flight Test Center, Edwards Air Force Base, California (AFFTC) by insisting to impasse on the use of a recording device during contract negotiations.

(b) In any like or related manner refusing to bargain in good faith with AFFTC.

2. Take the following affirmative action in order to effectuate the purposes and policies of the Statute:

(a) On request, as the exclusive representative of employees of AFFTC in an appropriate unit, bargain in good faith with AFFTC for a new collective bargaining agreement.

(b) Post at its business offices and in all places where notices to members and bargaining unit employees at AFFTC are customarily posted, copies of the attached Notice on forms to be furnished by the Federal Labor Relations Authority. Upon receipt of such forms, they shall be signed by the President of SATCO and shall be posted and maintained for 60 consecutive days thereafter. Reasonable steps shall

---

[8] In passing, I also note that having the opportunity to hear what was said at the session (and how it was said) in the presence of the recorder would enable the listener only to speculate on what *might have been said* in its absence.

Having offered the Union the opportunity to submit the audiotape with its brief, together with any additional arguments concerning its relevance, I now reject it. For record purposes, it should now be considered a rejected exhibit.

be taken to ensure that such notices are not altered, defaced, or covered by any other material.

(c) Submit appropriate signed copies of the Notice to the Commanding Officer of AFFTC for posting in conspicuous places where unit employees represented by SATCO are located. Copies of the Notice should be maintained for a period of 60 days from the date of the posting.

(d) Pursuant to section 2423.30 of the Authority's Rules and Regulations, notify the Regional Director, San Francisco Region, Federal Labor Relations Authority, in writing, within 30 days from the date of this Order, as to what steps have been taken to comply.

Issued, Washington, D.C., April 10, 1996

_____

JESSE ETELSON
Administrative Law Judge

NOTICE TO ALL MEMBERS AND EMPLOYEES

POSTED BY ORDER OF THE

FEDERAL LABOR RELATIONS AUTHORITY

The Federal Labor Relations Authority has found that SPORT Air Traffic Control Organization (SATCO) violated the Federal Service Labor-Management Relations Statute and has ordered us to post and abide by this notice.

WE WILL NOT refuse to bargain in good faith with the Air Force Flight Test Center, Edwards Air Force Base, California (AFFTC) by insisting to impasse on the use of a recording device during contract negotiations.

WE WILL NOT in any like or related manner refuse to bargain in good faith with AFFTC.

WE WILL, on request, as the exclusive representative of employees of AFFTC in an appropriate unit, bargain in good faith with AFFTC for a new collective bargaining agreement.

(Labor Organization)

Date: 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, San Francisco Region,

Federal Labor Relations Authority, whose address is 901 Market Street, Suite 220, San Francisco, California 94103, and whose telephone number is (415) 356-5000.

CERTIFICATE OF SERVICE

I hereby certify that copies of this DECISION issued by JESSE ETELSON, Administrative Law Judge, in Case No. SF-CO-50828 , were sent to the following parties in the manner indicated:

CERTIFIED MAIL:

John R. Pannozzo, Jr., Esq.
Counsel for the General Counsel
Federal Labor Relations Authority
901 Market Street, Suite 220
San Francisco, CA 94103-1791

Captain James M. Peters
HQ USAF Central Labor Law Office
1501 Wilson Boulevard, 7th Floor
Arlington, VA 22209

Cheryl White, Labor Relations Officer
Civilian Personnel Office
95 MSS/DPC/LRO
105 Methusa Avenue
Edwards AFB, CA 93524-1470

Rex B. Campbell, President
SPORT Air Traffic Controllers
Organization (SATCO)
44438 8th Street East
Lancaster, CA 93535

Major Raymond L. Correll
Facility Manager
SPORT OSS/OSAR
306 East Papson Avenue
Edwards AFB, CA 93524

Dated: April 10, 1996
Washington, DC