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SUBJECT: Report of Inquiry Concerning Allegations of Command and Management
Improprieties at the Fresno ANG Base

TO: Major General Willard A. Shank
The Adjutant General
California National Guard
Sacramento, California 95821

I. AUTHORITY

1. This inquiry was conducted during the period 23-27 January 1984 by Colonel William D. Bates, State Inspector General; Colonel Rolfe A. Glashan, ARNG Inspector General; and Lt Col John A. Dougherty, Commander, 170th Military Police Detachment (CI), at the Fresno Air National Guard Base, Fresno, California, pursuant to a directive from The Adjutant General to the State Inspector General, 8 December 1983. The interviews conducted in connection with this report were done at the Piccadilly Airport Inn, a commercial facility located near the Fresno ANG Base.

II. MATTERS OF INQUIRY

2. This inquiry was conducted to determine the facts and circumstances related to allegations of command and management improprieties occurring at the Fresno ANG Base. Specifically the inquiry addressed the following twenty (20) basic allegations:

a. That Brigadier General Edward R. Aguiar has permitted selected full-time technicians to dominate management of the 144th Fighter Interceptor Wing base without regard to their military assignments in contravention of the traditional military chain of command. These actions have created a division, or rift, between full-time technicians and part-time members of the organization and full-time technicians themselves.

b. That alert paydays are not equitably and fairly distributed between full-time technicians and part-time ANG pilots. That full-time technician pilots are given the most desirable dates.

c. That Brigadier General Edward R. Aguiar violated Air Force standards of conduct by coercing unit pilots into purchasing and/or selling raffle tickets for the 144FIW's 35th Annual Reunion Yearbook.

d. That Brigadier General Edward R. Aguiar violated Air Force standards of conduct by conducting a raffle and by coercing officers and senior enlisted personnel into purchasing raffle tickets at \$50.00 each to support the 1982 William Tell Competition.

e. That Brigadier General Edward R. Aguiar violated Air Force standards by threatening Lt Col Robert M. McCoy in a telephone conversation on or about 21 September 1983.

f. That Brigadier General Edward R. Aguiar misused federal funds appropriated for recruiting purposes by directing the unauthorized purchase of 1,000 coffee mugs at a cost of \$3.00 each. The coffee mugs had no apparent recruiting value and were not actually intended to be used for recruiting purposes.

g. That Brigadier General Edward R. Aguiar misused federal recruiting funds by authorizing the purchase of lapel pins for use as giveaway items at the 1982 William Tell Competition. Although purchased with recruiting funds, the pins were not used for recruiting purposes.

h. That Lieutenant Colonel Bernard R. Hollenbeck violated Air Force standards by making threats of retaliation against members of the 144FIW in an attempt to intimidate Lieutenant Colonel McCoy into withdrawing his charges against Lieutenant Colonel Hollenbeck, Brigadier General Aguiar and Major Sebra.

i. That six .45 caliber automatic gun slides and one M-16 lower receiver were requisitioned for the 144FIW without authority and the items have been subsequently misappropriated.

j. That Brigadier General Edward R. Aguiar used his position as commander to improperly influence the award of a contract for repairs of a C-131 aircraft.

k. That Brigadier General Edward R. Aguiar violated equal opportunity principles by directing that no nonprior service (NPS) females be enlisted in the 144FIW.

l. That Brigadier General Edward R. Aguiar misused his authority as commander by threatening MSgt Fidel R. Saucedo and Capt Wendyl B. Stewart with demotions in grade if they persisted in attempting to have MSgt Saucedo reinstated following an AGR tour and by unduly influencing the assignment of an excess recruiter to the Fresno ANG Base.

m. That Brigadier General Edward R. Aguiar improperly authorized the purchase of duplicate sets of conference room furniture at an added expense of \$4,000 to the Federal Government.

n. That Brigadier General Edward R. Aguiar permitted two senior officers, former members of the ANG, Major General George W. Edmonds and Colonel Milton Graham, to take items of military equipment from Base Supply stocks without proper authority.

o. That a T-33 aircraft was scheduled and used to transport a retired senior ANG officer, Major General George W. Edmonds, from the Fresno ANG Base to St. Louis, Missouri, and return in November 1982 in violation of DOD 4515.13-R.

p. That Brigadier General Edward R. Aguiar inappropriately authorized the expenditure of approximately \$20,000 in Federal funds to purchase unauthorized flying helmets for pilots assigned to the 144FIW.

q. That Lt Col Bernard Hollenbeck falsified an official document by preparing and signing minutes of a Standardization Evaluation meeting that purportedly took place on 10 July 1983 when, in fact, the meeting was not held and personnel listed as being present at the meeting were not in fact present.

r. That Major Nelson T. Sebra misused his authority by misappropriating eight pairs of boots and eight sweaters, government property, when he was assigned to duty as the Commander of the 144FIW Detachment at George AFB.

s. That Major Nelson T. Sebra violated Air Force standards by making slanderous remarks about an enlisted female, SSgt Peggy Hervatine.

t. That Major Nelson T. Sebra violated AFR 60-2 and ANGR 60-2 by absenting himself from his place of duty on or about 20 September 1983 while assigned to duty as the Supervisor of Flying (SOF).

III. BACKGROUND

3. On or about 26 August 1983, Lt Col Robert "Mike" McCoy submitted his resignation from the 144FIW, California Air National Guard. On 31 August 1983, following submission of his resignation, Colonel McCoy wrote and distributed an open letter addressed to "All Pilots" in which he attempted to clarify the reasons for his resignation. (Page 2, Exhibit C). The reasons, as perceived by Lt Col McCoy, were that the unit was severely divided and in a state of turmoil because of conflicts between the weekenders and full-time Air technicians and conflicts between Air technicians themselves. He felt that the military chain of command has been destroyed by the full-time commander and that part-time members of the command structure including himself had been circumvented by members of the full-time technician staff. In his letter, Lt Col McCoy criticized the Wing in general and the Wing Commander specifically. The open letter to "All Pilots" and General Aguiar's reaction to the letter are most likely the catalytic events which led to this inquiry.

4. On or about 16 September 1983, Lt Col McCoy visited State Headquarters and met with Brigadier General Robert C. Thrasher, Assistant Adjutant General. During this meeting Lt Col McCoy voiced his concerns about a variety of improprieties he believed were occurring at the Fresno ANG Base and requested an investigation be conducted. The difficulties, or problems, primarily related to conflicts between the full-time technicians and part-time Guardsmen and among technicians themselves. Lt Col McCoy's complaints, at this meeting, primarily concerned command judgemental matters which were generally determined to be within the Commander's discretion. In the judgement of the Assistant Adjutant General, there were insufficient grounds to warrant an investigation or inquiry. Lt Col McCoy was so informed.

5. In early November 1983, Lt Col McCoy returned to State Headquarters and presented a number of documents to the Assistant Adjutant General to support his request for an investigation or inquiry. (Exhibit C). The documents and other information and items provided by Lt Col McCoy were carefully reviewed and a decision was made to direct an inquiry. The documents and a directive for an Inspector General Inquiry were forwarded to the State Inspector General on 8 December 1983.

6. Lt Colonel McCoy's allegations are primarily directed toward three full-time technician officers at the Fresno ANG Base, Brigadier General Edward R. Aguiar, Wing Commander and full-time Air Commander; Lt Colonel Bernard R. Hollenbeck, Jr., Stan/Eval Officer and full-time Flying Training Instructor; and Major Nelson T. Sebra, Assistant Flight Commander and full-time Flying Training Instructor.

7. The complainant, Lt Col McCoy, enlisted in the California Air National Guard on 27 November 1962. He was commissioned as a Second Lieutenant, pilot trainee, on 20 December 1962 and attended pilot training through the ANG program from 5 June 1963 to 25 June 1964. Lt Col McCoy has been a member of the 194th Fighter Interceptor Squadron for his entire military career. He was promoted to Lt Col on 27 January 1983 and subsequently discharged from the ANG on 1 October 1983. Lt Col McCoy's home address and telephone number are 5255 N. Pacific Avenue, Fresno, California 93711 (209 435-7228 (Unlisted)).

8. All four of the principal figures in this inquiry, Brigadier General Edward R. Aguiar; Lt Col Robert M. McCoy; Lt Col Bernard R. Hollenbeck, Jr; and Major Nelson T. Sebra, are products of the Air National Guard. All four were enlisted men in the Air Guard, attended pilot training through the ANG and all have been longtime members of the 144th Fighter Interceptor Wing at Fresno.

9. The 144th Fighter Interceptor Wing is assigned an Air Defense Alert Mission and maintains crews and aircraft on a 24-hour, 7-day-a-week alert schedule. Pilots assigned to the Wing average at least 30, and usually more, alert days, in an active duty status with pay, per year. Pilot positions in the Wing are sought after and the Wing has no difficulty in attracting pilots. Pilot vacancies are filled rapidly. Assignment to the Wing is rewarding, both monetarily and in terms of a feeling of accomplishment by the individual.

10. The 194th Fighter Interceptor Squadron, the flying squadron assigned to the 144FIW, is currently in the process of transitioning from F-106 aircraft to F-4D's.

IV. SPECIFIC ALLEGATIONS, EVIDENCE, DISCUSSION AND CONCLUSIONS.

11a. Allegation. That Brigadier General Edward R. Aguiar has permitted selected full-time technicians to dominate management of the 144FIW base without regard to their military assignments in contravention of the traditional military chain of command. These actions have created a division, or rift, between full-time technicians and part-time members of the organization and full-time technicians themselves.

b. Evidence.

(1) There were 30 witnesses formally interviewed during this inquiry and of those 26 were asked to comment on this allegation. All of the individuals interviewed including General Aguiar acknowledged that there was a definite division, or rift, between full-time technicians and part-time Guardsmen and between some of the full-time technicians.

(2) In his interview, Brigadier General Aguiar more or less stated that he thought the perception of a division between full-time technicians and part-time Guardsmen was a statewide problem. He felt that Air technicians are not looked upon favorably at all levels including State Headquarters. His view was that:

"the Air technician is not accepted by a lot of people. Specifically, weekend people at times and at State Headquarters at times." General Aguiar expressed the view that weekenders occupy most of the top management positions at Fresno and, therefore, the perception that technicians are running the program is incorrect. General Aguiar denied ever making a statement to the effect that technicians run the show and that technicians made the decisions at Fresno. When questioned concerning switching the assignments of the Vice Commander and Deputy Commander for Operations, the Vice Commander functions as the Deputy Commander for Operations and the Deputy Commander for Operations acts as the Vice Commander, General Aguiar explained that the Vice Commander is more or less a figurehead and the Deputy Commander for Operations runs the operation. He went on to add that part of the reason for assigning an officer in one position and then having him work in another is State policy. State policy which dictates that if the number one officer is a technician then the number two officer must be a weekender. General Aguiar made specific reference to the fact that the Acting Deputy Commander for Operations is a weekender and therefore has considerable influence on the major function of the Wing, air operations. When it was pointed out that the perception among weekenders is that, although weekenders are assigned to most of the significant roles in the Wing's command structure, they are ineffective since they are not given his support. He responded by saying "No, I think you're confusing incompetence with support." His view is that if a person has the authority and does not use that authority then he can blame it on anything he chooses. General Aguiar commented that he has been in command for a long time and his known practice is to "let the lowest guy make the decision." When questioned about his apparent lack of support for Lt Col Robert Boehringer, the full-time Air Operations Officer, he responded by saying that perceptions of that type are of no concern to him. He added that he perceived that a lot of people are not supporting him. In response to a question about the status of morale in the unit his answer was "Oh, very low." It was pointed out that the answer about morale only really applied to the flying squadron or operations, that everything was fine elsewhere (i.e., maintenance, resources, civil engineering, etc.,). General Aguiar does not consider the fighter squadron to be a good fighter squadron. In his opinion, the base has been the victim of micro-management under the former commander which was not his style of management and he is attempting to change the management system. To questions regarding his relationship with Lt Col Hollenbeck and Major Sebra he replied that he and Lt Col Hollenbeck were very good friends. No comment was made on his relationship with Major Sebra. Earlier in the questioning, General Aguiar had been asked if Lt Col Hollenbeck and Major Sebra were taking advantage of a perceived close relationship between themselves and himself. He more or less passed the question off by saying that a lot of people use his name in vain. (Pages 3-7, Exhibit B-5).

(3) In his letter of 31 August 1983, addressed to "All Pilots", Lt Col Robert M. McCoy stated that one of his major concerns was that the unit was divided in so many ways. The reservists (weekenders) versus Air technicians and, even more severe, the Air technicians versus Air technicians. He also pointed out that there were officers in command positions, Air technicians and reservists, who had responsibilities, obligations and duties, but no authority to act. He referred to the Air Operations Officer, Vice-Wing Commander, Deputy Commander for Operations and Squadron Commanders as positions of authority that are constantly undermined. (Page 2, Exhibit C). In testimony, Lt Col McCoy identified Lt Col Hollenbeck and Major Sebra as being the persons most responsible for undermining the command structure. Their friendship with General Aguiar and their ability to circumvent the system by dealing directly with him without regard to the military chain of command was the primary cause of the breakdown of the system, and a major factor in the division between elements of the organization. (Pages 4-5, Exhibit B-1).

(4) In response to a question regarding General Aguiar's philosophy on technicians running the program, Captain Dennis M. Mast responded by saying "Well, I won't say it's his philosophy as much as that - I've heard General Aguiar say that - it's an Air tech program - period." (Page 6, Exhibit B-18).

c. Discussion.

(1) On the basis of the interviews and the observations of the Inquiring Officers it was readily apparent that there is a serious division between full-time technicians and part-time military personnel and between the full-time technicians themselves. The issue was not contested by any of the individuals interviewed including General Aguiar.

(2) By virtue of his position as the Wing Commander, General Aguiar is directly responsible for melding the various segments of his organization together as a cohesive effective force. General Aguiar has not fulfilled this basic responsibility. In the opinion of the Inquiring Officers he has aggravated the problem by allowing Lt Col Hollenbeck and Major Sebra to circumvent the chain of command. Although denied by General Aguiar, the Inquiring Officers are fully convinced that he has advanced a philosophy which places the technicians in control without due regard to the military structure of the organization.

(3) General Aguiar has locally changed the assignments of the Vice-Commander and the Deputy Commander for Operations in order to give personnel at State level the impression that a part-time military member is in the position of Vice-Commander and occupies the number two position in the Wing.

d. Conclusion. The allegation is sustained.

12a. Allegation. That alert paydays are not equitably and fairly distributed between full-time technicians and part-time ANG pilots. That full-time technician pilots are given the most desirable dates.

b. Evidence.

(1) The officer most responsible for alert paydays, the Scheduling Officer, Lt Col William Lucido, testified that there was no credence to this allegation. There are scheduling problems, but most are worked out. The problem, in Lt Col Lucido's view, was that there is an oversupply of alert and an under-supply of pilots. The unit has a difficult time filling the alert commitment and basically pilots can get all the alert paydays they can handle. (Pages 5-7, Exhibit B-2).

(2) The individuals interviewed on this subject essentially conceded that there was no real basis for this allegation. Lt Col McCoy still felt that technicians took the best tours, but based most of his support for this allegation on an instance where Lt Col Hollenbeck had spent nine weekend drills in a row at the Detachment at George AFB performing alert duty. He felt that was not right and was eventually instrumental in correcting that specific problem. (Page 15, Exhibit B-1).

c. Discussion. Based on the collective views of the interviewees and a review of the alert schedule it was apparent that this allegation lacked substance. Getting on the alert schedule for good days or bad days is no problem and full-time personnel and part-time personnel seem to get a proportionate share of desirable and undesirable days.

d. Conclusion. The allegation is not sustained.

13a. Allegation. That Brigadier General Edward R. Aguiar violated Air Force standards of conduct by coercing unit pilots into purchasing and/or selling raffle tickets for the 144FIW's 35th Annual Reunion Yearbook.

b. Evidence.

(1) In a memorandum provided by Lt Col McCoy as part of his letter of November 1983, he wrote "Each pilot was given an envelope with five raffle tickets to sell or buy themselves in order to pay for the 35th Reunion Yearbooks. Under standards of conduct for the United States Air Force is it not unacceptable even if the word "donation" is written at the bottom of the ticket? This is still a form of gambling." (Page 15, Exhibit C).

(2) In his testimony, taken on 23 January 1984, Lt Col McCoy acknowledged that he had no direct knowledge or involvement in yearbook sales. His primary complaint relates to the manner in which the yearbooks were sold in the unit. He pointed out that unit officers were given directions to buy or sell the books. Field grade officers had a quota of three and company grade officers were given a quota of two each. In this regard, Lt Col McCoy referred to a document that he had previously provided on this subject. (Pages 7-15, Exhibit D). When questioned about the consequences of not buying a book or books, Lt Col McCoy acknowledged that most of those concerned probably had not given the subject much thought just that a lot of the officers especially new officers who are not even mentioned in the yearbook did not care to buy the book and they are being forced to buy the book. Lt Col McCoy also testified that the names of persons who have or have not bought their yearbooks is kept in General Aguiar's office by his secretary and General Aguiar goes to the list and looks at it and in passing a man he will say "You haven't bought your yearbooks, I see." Lt Col McCoy perceives these comments as a form of coercion and he attributes the nonsales of the yearbooks to bad leadership on the part of General Aguiar. Lt Col McCoy also restated his opinion that raffles cannot be held on a military base. (Pages 21-24, Exhibit B-1).

(3) When asked "what happens to individuals who do not buy yearbooks/were there any consequences?", General Aguiar stated "no more than not paying the National Guard Association - no hell no." General Aguiar testified that the idea for asking field grade officers to buy three books and company grade officers to buy two books was not his idea. The idea was conceived by Barry Bauer (Lt Col Barry H. Bauer), the Comptroller. According to General Aguiar, his only idea was to pay the bill. General Aguiar went on to express his philosophy which was substantially that he would not have to take any action against a non-participator, since a guy that does not participate will do damage to his own career. General Aguiar more or less summarized his views on nonparticipation by saying "I think that a guy that's that type of person will not participate in the flying program, if he's an aviator; and he will not participate in deployments; and he will not participate in anything. So he's the wrong kind of guy for our program anyway. I don't have to step in and do anything with a guy like that. He'll do it to himself, really. And that's just over a matter of years I've observed that." (Page 11, Exhibit B-5).

(4) Lt Col Joe C. Oliphant testified that he did not believe that anyone felt personally threatened if they did not buy a yearbook. He added that he knew of instances in the past of similar situations where people have refused to do things and nothing ever happened to them. (Page 4, Exhibit B-12).

(5) Lt Col Robert H. Boehringer testified that he felt the 35th Reunion Yearbook "got carried away". When questioned about possible coercion in the sales he merely said "There may be. You know, those things happen." (Page 8, Exhibit B-8).

(6) In his testimony, Major John A. Dennis did not directly refer to coercion but did acknowledge "The suggestion was there that it would be best if you bought the book." (Page 20, Exhibit B-14).

(7) When questioned on the yearbook issue, Lt Col William S. Lucido testified that he felt that officers were being coerced into purchasing copies of the yearbook. Lt Col Lucido verified that he was aware of the quotas given to field grade and company grade officers, two and three respectively. When asked about the consequences of not buying yearbooks, Lt Col Lucido responded by saying "Well, you'd incur the wrath of General Aguiar and I really believe it probably would be the end of your promotions and such. He would, certainly if it ever came to a choice between two equally qualified people he would pick the guy that bought the yearbooks and not the one that didn't." (Pages 12-13, Exhibit B-2).

(8) Capt James R. McNab testified that he did not perceive any sort of consequences if he did not buy his quota of yearbooks, but he already had bought two and did not like being asked to buy two more. Captain McNab's view was "it angers me that they're punishing all the officers on base for somebody else's screwup..." (Pages 7-8, Exhibit B-19).

(9) In a letter dated 7 December 1983, distributed to all officers, signed by General Aguiar, it was stated "As you know we have yearbooks still available, therefore in order to pay our obligated debt, the following plan is necessary. Each field grade officer is asked to purchase a total of three books at \$20.00 each and company grade officers, two books each. This will still leave extra books which will become the property of the Officers Club. As these books are sold the money will be deposited in the Officers Club account and hopefully will eliminate annual club dues for the next couple of years. It would be appreciated if you would bring your check made payable to the 144FW Officers Club, the weekend of 07-08 January and give to MSgt Swain or CMSgt DiSanto, who have books available. If mailed please mark to the attention of MSgt Swain and pick up your books at your convenience, but please do so by 08 January 1984. The attached donation documentation should be kept with your tax records. Thank you." Attached to this letter was a statement which purported to be donation documentation for tax purposes and a roster of officers assigned to the 144th Fighter Interceptor Wing with money amounts after each of their names, \$60.00 for field grade officers and \$40.00 for company grade officers. (Pages 7-15, Exhibit D).

(10) Major John A. Frank testified that a list was kept on purchase of the yearbooks and he felt intimidated by the list. (Page 9, Exhibit B-17).

(11) Lt Col Roy G. Stuckey, testified that the yearbook issue was a sore subject, but generally felt it was just a mistake. (Page 7, Exhibit B-13).

(12) Captain Wendyl B. Stewart testified that he did not feel there was any direct coercion in the sale of the yearbooks. (Page 5, Exhibit B-20).

(13) In his testimony Lt Col Charles A. Niemela had no particular views on the yearbook issue, except to merely state that he had bought his share. (Page 4, Exhibit B-11).

(14) Lt Col Paul Carroll testified that he was aware of the quotas for purchase of the yearbooks and acknowledged that in his capacity as Squadron Commander he has not asked the members of his unit to buy the yearbooks. He did, however, acknowledge that the intentions behind the yearbook were good, but an error happened somewhere in the finances and somebody figured they needed a bunch of money and this was the way to do it. Lt Col Carroll expressed no views on the coercion issue. (Pages 9-10, Exhibit B-3).

(15) Colonel Glen J. Kaser testified that he did not feel coerced personally, but did feel that the officers in the squadron definitely felt threatened if they did not buy their share of yearbooks. Col Kaser acknowledged that he kept a list and that he advised junior officers to buy the yearbooks and told senior officers to "let your conscience be your guide." (Pages 30-32, Exhibit B-4).

c. Discussion.

(1) Paragraph 13, AFR 30-30, Standards of Conduct, prohibits gambling, betting and lotteries by Air Force personnel on Government property. AFR 30-30 is applicable to the Air National Guard. A raffle is considered to be a lottery and tickets sold in connection with the 35th Reunion Yearbook could be viewed as technically violating the prohibition against lotteries being conducted on Government property.

(2) A sufficient number of witnesses testified that coercion did exist. There are implications of coercion throughout the testimony and that perception is strengthened by the fact that General Aguiar's secretary maintains a list of those that have paid and those that have not paid. The existence of the list is known to most people.

(3) The letter of 7 December 1983 from General Aguiar (Page 7, Exhibit D), in which he sets quotas for field grade officers and company grade officers could and is viewed as a form of coercion.

d. Conclusions.

(1) The allegation that the sale of raffle tickets violated Air Force Standards of Conduct is sustained.

(2) The allegation that General Aguiar used coercion in the sale of yearbooks is sustained.

14a. Allegation. That Brigadier General Edward R. Aguiar violated Air Force standards of conduct by conducting a raffle and by coercing officers and senior enlisted personnel into purchasing raffle tickets at \$50.00 each to support the 1982 William Tell Competition.

b. Evidence and Discussion.

(1) In a November 1983 memorandum Lt Col McCoy wrote "All officers and enlisted men through the rank of Master Sergeant were assigned a number for a drawing and asked to remit \$50.00. One Guardsman called or wrote his Congressman over this abuse. General Aguiar would have the details on this correspondence with that Congressman. General Aguiar at staff meetings would hold up computer runouts and tell the officers in charge that he knew who had not paid

the \$50.00 due on the raffle tickets. The charge here is the fact that some Guardsmen were coerced into buying these tickets." (Page 15, Exhibit C).

(2) The witnesses questioned on this subject generally expressed the view that they and others were not coerced into purchasing raffle tickets to support the 1982 William Tell Competition.

(3) The William Tell Competition was a popular issue among unit members and the witnesses interviewed supported the unit's involvement in the competition and, therefore, did not object to the raffle tickets.

(4) Paragraph 13, AFR 30-30, Standards of Conduct, prohibits gambling, betting and lotteries by Air Force personnel on Government property. AFR 30-30 is applicable to the Air National Guard. By definition, a raffle is considered to be a lottery and tickets sold in connection with the 1982 William Tell Competition could be viewed as technically violating the prohibition against lotteries being conducted on Government property.

(5) Although the actual drawing of raffle tickets for cash prizes was held at a commercial facility (Piccadilly Inn, Fresno, California) and not on Government property, the evidence clearly establishes that tickets were sold on Government property and most likely during business hours. (Page 16, Exhibit C).

c. Conclusions.

(1) The allegation that coercion was used in the sale of raffle tickets for the 1982 William Tell Competition is not sustained.

(2) The allegation that the sale of raffle tickets violated Air Force standards of conduct is sustained.

15a. Allegation. That Brigadier General Edward R. Aguiar violated Air Force standards by threatening Lt Col Robert M. McCoy in a telephone conversation on or about 21 September 1983.

b. Evidence.

(1) In a November 1983 memorandum, Lt Col McCoy wrote that "BG Aguiar telephoned approximately 20-21 September 1983 and mentioned to me the following items would occur if I brought charges: 1. My IRS returns would be audited for unreported income as well as the rest of my airline friends; 2. That all facets of the lives of my pilot friends would be looked into; 3. That even if I am clean, my pilot friends' lives are not; 4. That Lt Col Hollenbeck and Major Sebra may lose a pound of flesh, but 25 other pilots would lose up to 15 pounds of flesh each; 5. My civilian job would be in jeopardy; 6. I would have legal suits filed against me in civil courts; 7. I would probably be charged with going out of the chain of command; 8. BG Aguiar related the legal suit of MG Hebrank and the fact that the suit took approximately \$25,000 and 4 years to complete. BG Aguiar alluded to the fact that I could look forward to the same type of ordeal; and 9. That secret files were kept by Lt Col Hollenbeck and Major Sebra and those files would not be brought out in a military investigation, but at civil proceedings." (See Page 9, Exhibit C).

(2) In an interview on 23 January 1984, Lt Col McCoy testified that General Aguiar had called him at home on 20 or 21 September 1983 to tell him that he did not appreciate his letter to all pilots. (Page 2, Exhibit C). Lt Col McCoy testified that "The purpose of the call (from General Aguiar) was to tell me he didn't think very much of the letter and number two he was going to take it to State Headquarters to General Hebrank and from there it was going to be sent to the JAG circles and from there it would work its way up to General Shank. And he was going to sit back and watch them tear me apart and in the final analysis - they'll find Mike McCoy did not know his limits of authority and he also alluded to the fact that it got out of the chain of command by bypassing General Hebrank and I was going to be hit with that." In further testimony, Lt Col McCoy essentially restated, under oath, the threats described in paragraph b(1) above. He did mention that General Aguiar had called him twice and he was not certain in which call General Aguiar had alluded to General Hebrank's previous case and lawsuit. Lt Col McCoy testified that General Aguiar made reference to hauling him into civil court, not a military court. According to Lt Col McCoy, General Aguiar did allude to the fact that one of the individuals involved in the Hebrank case was an airline pilot that General Hebrank got to in the end. Lt Col McCoy testified that General Aguiar mainly talked about the lives of his friends being looked into. When questioned on what that comment meant to Lt Col McCoy he responded by saying "It beats me. We go back to these paydays and being out of the country on alert orders, I believe. I don't know what else he has, but he talked about a pound of flesh. He said that I might get a half a pound of flesh from Bernie and Nelson, but 25 other pilots would lose up to 15 pounds of flesh each.....he alluded to the fact that he thought I was clean, but that didn't matter. I was going to take a lot of my friends. Also in one of the conversations he said that I had already taken one man out of the system and he, I couldn't put it together, but I know he was talking about Major Spencer now. Because Major Spencer did leave State Headquarters and go back to Moffett at that time." (Pages 25-27, Exhibit B-1).

(3) In an interview with General Aguiar on 26 January 1983, in response to questions concerning the alleged threats, General Aguiar testified "I have never threatened Mike McCoy even to this second I have not threatened Mike McCoy. I have no intentions of threatening Mike McCoy. I don't know what his problem is. I did call him on the telephone and asked him, didn't threaten him, if there was anything I could do to help him, to find out what the hell his problem was." the key position in a fighter squadron or any fighter unit is the damn Operations Officer. I had just gotten through telling Mike McCoy that I was going to make him the squadron commander -- he asked me where he was going, I said You'll probably be the squadron commander, Mike. I had just got special permission from the State to promote him to Lieutenant Colonel. Now why the hell would I threaten him? As a matter of fact I have probably promoted him every step of the way, except maybe for Major, in his entire military career. His existence he owes to the Air National Guard. His job with Pan-American - we wrote letters initially to get him a waiver so he could fly as a first officer - now why in the hell would I threaten Mike McCoy" When asked "was there anything in this conversation regarding an IRS return being audited?" General Aguiar said "No, why in the hell would I do anything like that? Although I happen to know they turned Nelson Sebra in to the IRS and Nelson Sebra's being investigated - why in the hell would I do that? I don't care about Mike McCoy and his IRS, nor life style -- nor Mike's life style, I don't give a damn what he does, why should I threaten Mike McCoy?" When asked if there was anything in the conversation about other pilots' lives being looked into, General Aguiar responded by saying

"No.....I said during the course of the investigation there are going to be a whole bunch of people hurt for whatever reason.....that the outcome of all this would just involve a lot of people and it certainly will. You can't sit back and throw rocks at people and expect them to take that. If there are any accusations made against these people they are certainly going to want to retaliate and I indicated that to Mike, not in the form of a threat. I have no reason to threaten Mike McCoy." When asked if he had ever mentioned that Colonel Hollenbeck and Major Sebra would maybe lose a pound of flesh and that other pilots would lost 15, General Aguiar responded by saying "no, no." When asked if he had indicated to Lt Col McCoy that this is going to put his civilian job in jeopardy, General Aguiar said "no-his-no. I may have mentioned that it would put Bernie's and Nelson's civilian jobs in jeopardy, but not Mike's. How the hell would I, even if I decided right now to attack Mike McCoy--how would I do that? What would I say to anyone?" On the question regarding civil suits, General Aguiar said "I indicated that, yes. I said there would probably be civil suits that would come out of this - certainly. I feel that, I think that before this is over with there will be some civil suits, depending on how the investigation comes out. If there are any accusations made against several people they will go make civil suits over it - yes. I believe that." When asked if he had mentioned General Hebrank's civil suit, General Aguiar said "No, I mentioned that there had been several suits - not specifically General Hebrank's." On nonuse of the chain of command questions, General Aguiar responded by saying "Oh, definitely, definitely I did, hell yes, he was still a Guardsman. He was still an operations officer in a fighter squadron. Hell, yes, I did, and I'd do that again. Certainly he was out of the chain of command." On the question concerning secret files kept by Lt Col Hollenbeck and Major Sebra, General Aguiar said "No secret files." About Lt Col Hollenbeck's secret files or a blackbook, General Aguiar said "No. Bernie has very, very good records of his own life, but they're not secret -- they're time and attendance type things; or they're AFTP's and alert and charges of car rentals and all that stuff.".... When asked if he had heard any rumors about secret files or heard Lt Col Hollenbeck talk about secret files, General Aguiar said "No." When asked in a question summarizing the alleged threats, General Aguiar said that he had just one telephone conversation with Lt Col McCoy and did tell him "he was being hateful and it would probably hurt him more than anyone else....." (Pages 12-16, Exhibit B-5).

c. Discussion.

- (1) Lt Col McCoy believes there were two telephone calls made to him by General Aguiar and he also believes that General Aguiar threatened him with various types of retaliation in at least one of the calls.
- (2) General Aguiar contends that there was only one telephone call to Lt Col McCoy and it was not a threatening call.
- (3) The mere fact that a Brigadier General takes the time and effort to telephone a Lieutenant Colonel, subordinate to him, at his home to express his displeasure at something the Lieutenant Colonel had done could in itself be considered by the subordinate as a threatening call.
- (4) Based on the observations of the Inquiring Officers and a recognition of the adversary state existing between General Aguiar and Lt Col McCoy it is not difficult to envision that either side could regard any remarks made by the other as being threatening.

d. Conclusions.

(1) Lt Col McCoy's perception that the telephone calls from General Aguiar were threatening is sustained.

(2) Whether or not the telephone call or calls were, in fact, threatening is unresolved.

16a. Allegation. That Brigadier General Edward R. Aguiar misused federal funds appropriated for recruiting purposes by directing the unauthorized purchase of 1,000 coffee mugs at a cost of \$3.00 each. The coffee mugs had no apparent recruiting value and were not actually intended to be used for recruiting purposes.

b. Evidence.

(1) In a November 1983 memorandum, Lt Col McCoy wrote: General Aguiar directed the purchase of 1000 coffee mugs at the cost of \$3.00 each. BG Aguiar used his position as Commander to influence the selection as to who should get the contract. Was this directive by BG Aguiar in the best interest of recruiting, the Air National Guard, and U.S. Taxpayer? There was no information on the mugs in reference to Recruiting. (See Page 17, Exhibit C).

(2) In recorded testimony on 23 January 1984, Lt Col McCoy acknowledged that he had no direct knowledge concerning the purchase of the coffee mugs. His complaint was based on information given to him by other sources which he named as Sergeant Tinkle, Sergeant Saucedo and Major John Frank. (Pages 27-28, Exhibit B-1).

(3) In an interview on 26 January 1984, General Aguiar responded to a question concerning his knowledge of the purchase of the 1000 coffee mugs by saying "Yes. I don't know the date, but it was a recruiting thing — they were going to buy cups and I said, they wanted to know what to put on them, and I suggested putting 35 years of single seat, single engine fighters, or something like that on them and they made 1,000 of them."....."They came to me and told me they were buying some cups. And they were buying them from some guy in the Bay Area and I said well, why don't we buy them from somebody local here. That was my only input to that thing and I suggested that — years ago we had some decals and so on from other cups that we made and I still have some, they're still in the headquarters there — and I suggested we put a decal on them and say something clever on them." When asked if he believed the mugs had any recruiting value, General Aguiar said "No. None of them do. I don't think any of them do — I don't think recruiters have recruiting value, you see, so I — broadly speaking, I don't think we need recruiters in the Guard. So the cups are along the same line." In the balance of his testimony, General Aguiar acknowledged that he was not familiar with the criteria for giveaway items, that he had suggested use of the squadron designation instead of the Wing, that he had suggested the logo that he wanted a tall stein-type cup instead of a short cup and that he had no real involvement in the distribution of the cups except for a couple given to a retiring Chief Master Sergeant. He denied telling anyone not to put an address and telephone number on the cups. He also acknowledged that the vendor, William G. Schmidt was a longtime friend of the Guard and that he knew him personally. (Pages 21-24, Exhibit B-5).

(4) Capt Wendyl B. Stewart, CBPO Chief, testified that he had received two AF Forms 9, Request for Purchase, from recruiting asking that the

mugs be purchased. 800 on one request and 200 on the other. Captain Stewart acknowledges that he approved and signed the requests for purchase. Captain Stewart testified that he understood that the recruiters had initiated the requests on their own, but did acknowledge that he had heard that the General wanted the cups purchased. According to his testimony Captain Stewart understood that the mugs were to be given to centers of influence (COI's) for recruiting purposes. When asked if he had ever had any conversations with General Aguiar about the mugs he responded by saying "We've had conversations about the cups on probably several different occasions he (Gen Aguiar) felt that he wished he's never heard of the cups because they seem to be - they've been created into a headache." When asked why they created a headache, Captain Stewart said "General Aguiar was given about 70 of the cups and the recruiters complained about their lack of control over the cups and General Aguiar gave the cups back because he didn't want the recruiters thinking that he was going to be mishandling their cups." When asked if he thought purchase of the cups was an appropriate expenditure of federal recruiting funds, Captain Stewart's response was that he thought the amount was inappropriate but made no comment on the legality of the purchase itself. (Pages 10-13, Exhibit B-20).

(5) TSgt Winfield D. Downing, Contracting Officer at the Fresno ANG Base, testified that he was aware of the purchase of the mugs and was under the impression that they were used for recruiting purposes and he believed some had been used in conjunction with the 35th anniversary of the unit. On the discussion about bids, TSgt Downing stated that three bids were usually required. Following the interview he provided the Inquiring Officers with a copy of the contract file which established that three bids had been received, one for \$4.10 per mug, one for \$4.00 per mug and one for \$3.00 per mug. The contract was issued to the low bidder, COI Enterprises of Clovis. The Vendor was W. G. Schmidt. (See Exhibit F and Pages 2-4, Exhibit B-26).

(6) MSgt Fidel R. Saucedo, Fresno ANG Base Recruiter, testified that he was knowledgeable of the purchase of the coffee mugs and the original reason for purchasing them was to use them for giveaway items at the 35th Reunion. When asked how he knew they were to be used for the 35th Reunion, MSgt Saucedo responded by saying "I was approached by the Commander (Gen Aguiar) and he said I want to see how much money you have to buy coffee mugs..... and I said well, I have to see how much money I have left. And I told him we didn't have the money to purchase all of them and I told him exactly how the regulation read to make them legal for handouts from recruiting funds.....and he said I don't want those things on my mugs." MSgt Saucedo acknowledged that the mugs were not delivered in time for the 35th Reunion. MSgt Saucedo also contends the three bids were not obtained and the contract was given to a man by the name of Smitty who is a personal friend of General Aguiar's. (Smitty is identified as W. G. Schmidt and is the apparent owner or operator of COI Enterprises). MSgt Saucedo offered the following information during his interview: The mugs were delivered late, General Aguiar had 100 of the mugs put in his office and gave the balance (approx 900) to MSgt Saucedo, he did not want the mugs but decided to try and make them usable for recruiting purposes by obtaining labels with the unit address and phone number to be added to the mugs. MSgt Saucedo indirectly acknowledged that the expenditure of funds for purchase of the coffee mugs was an appropriate use of recruiting funds. (Pages 3-6, Exhibit B-25).

(7) TSgt Mary E. Tinkle, Recruiter, Fresno ANG Base, testified that she was aware of the purchase of the coffee mugs. In her interview, she said "I have most of them still in my office. They, well, I'm not going to say this is the actual fact, however, the General wanted them here for the reunion so

he could give them out to people that were going to be here for the 35th Reunion. She went on to say that the mugs did not arrive in time for the reunion. When asked if, in her opinion, the mugs had any recruiting value she responded by saying "very little. The reason why - they say the 194th on them, not the 144th Fighter Interceptor Wing, there is nothing to indicate that they come from the recruiting office except for some labels that we got a special purchase order on and went out and got some special plastic labels that we affix to them before we hand them out. But there's nothing on them, that said recruiting or telephone number or anyway anybody could contact us from the mugs." In TSgt Tinkle's opinion the mugs were not planned to have a recruiting value, at least as far as the Recruiting Office was concerned. She stated that she had personally talked to General Aguiar, Captain Stewart and CMS Ken Romero, Chief of Finance, on the subject of the mugs. She told General Aguiar and the others that she did not believe the purchase of the mugs was legal. The mugs, as ordered, did not meet the requirements that would justify their purchase as recruiting materials (i.e., no proper unit designation, no address, no telephone numbers). General Aguiar said he wanted the mugs anyway, Captain Stewart merely said he would take it up with General Aguiar. (Pages 2-5, Exhibit B-28).

(8) ANGR 33-01, Administration and Expenditure of Air National Guard Recruiting Funds, does not prohibit purchase of the mugs or other giveaway items. That regulation authorizes purchase of giveaway items such as pencils, pens, flyers, etc., however, a cost of \$2.00 per item will not normally be exceeded. Items that exceed \$2.00 but are considered to be of high value by the recruiter, may be purchased provided the cost does not exceed \$5.00 per item. The regulation does not require that unit designations, addresses or telephone numbers be on the item. It merely provides that giveaway items should be of high quality and carry advertising messages consistent with current national advertising. The mugs did not meet this latter requirement. (Exhibit E).

(9) The Contract File consisting of purchase orders, requests for purchase, and a record of bids, met all requirements and appeared to be in proper order. The two Requests for Purchase, AF Form 9, lists "COI Presentations" as the purpose for purchase of the mugs. (Exhibit F).

c. Discussion.

(1) In one instance, General Aguiar denies any direct involvement in the decision to purchase the coffee mugs from recruiting funds, but, later, acknowledges that he made a number of suggestions about the type of mug, and the logo and decal to be used.

(2) The other witnesses generally agree that General Aguiar did have a direct involvement in the decision to purchase the mugs and what information would be placed on the mugs.

(3) It is apparent from looking at the mugs that they were intended for use as giveaway items at the 35th Reunion. (See Photo, Exhibit G).

(4) On the basis of a strict interpretation of ANGR 33-01 it could be determined that purchase of the mugs did not violate the regulation, however that interpretation would be difficult to support in view of the testimony and the inscription on the mugs which clearly associates the mugs with the 35th Reunion rather than recruiting. It was also apparent that the recruiters did not consider the mugs as having a high recruiting value.

d. Conclusion. The allegation that use of recruiting funds for purchase of the coffee mugs was an inappropriate expenditure of federal recruiting funds is sustained.

17a. Allegation. That Brigadier General Edward R. Aguiar misused federal recruiting funds by authorizing the purchase of lapel pins for use as giveaway items at the 1982 William Tell Competition. Although purchased with recruiting funds, the pins were not used for recruiting purposes.

b. Evidence.

(1) Lt Col McCoy included the following comments on a document submitted along with his November 1983 letter. "1. BG Aguiar directed the purchase of a large quantity of pins to be used as a giveaway item at the 1982 William Tell Competition. 2. BG Aguiar directed that the funds for this purchase be taken from the recruiting area. 3. Pins had no recruiting value and the recruiters were never given possession of them." (Page 18, Exhibit C).

(2) In testimony, Lt Col McCoy more or less acknowledged that this item was given to him by somebody else and "other folks" would know the details. He emphasized that his point was that the pins were not used for recruiting purposes. (Page 29, Exhibit B-1).

(3) General Edward R. Aguiar, Wing Commander, testified that he knew about the purchase of the pins, but did not know if they had any recruiting value, much like other giveaway items, did they have a recruiting value, he didn't know. He thought that some of the pins had been purchased from recruiting funds and some from the William Tell fund. He knew a lot of the pins had been given away at the William Tell Competition and thought CMSgt DiSanto had the remaining pins. General Aguiar explained that he thought the pins were a good idea, but he had no direct involvement in the decision to purchase the pins. (Pages 26-27, Exhibit B-5).

(4) Major John A. Frank, Financial Manager, testified that he was the Project Officer for purchase of the pins and acknowledged that they were purchased with federal recruiting funds. He stated that the pins were to be used as giveaway items and that General Aguiar wanted the pins. He estimated that the pins cost under \$1.00 each and the total cost for the order was about \$2300.00. The pins were given to CMSgt DiSanto, Operations Supervisor, for distribution. (Pages 10-11, Exhibit B-17).

(5) CMSgt Vincenzo DiSanto testified that although he was not involved in the purchase of the pins he was aware that several hundred of the pins were purchased to be given away at the 1982 William Tell Competition. CMSgt DiSanto acknowledged that he still had the pins that had not been given away. When questioned on whether or not purchase of the pins was an appropriate expenditure of recruiting funds, CMSgt DiSanto responded by saying "I think if the recruiters used them - if the recruiters gave them away - yes, it could be. People ask for them, people ask for them today." CMSgt DiSanto also testified that he did not know if he received the entire supply of pins or if somebody else on base received a portion of the purchase. (Pages 4-5, Exhibit B-21).

(6) The Base Contracting Officer, TSgt Winfield D. Downing testified that he vaguely recalled purchasing the "griffin pins", but provided no specific details. (Pages 4-5, Exhibit B-26).

(7) TSgt Mary E. Tinkle, a recruiter for the Fresno ANG Base, testified that the pins were purchased from recruiting funds and most of the pins were given away at the William Tell Competition. She also testified that the Recruiting Office did not receive any of the pins. TSgt Tinkle testified that 2555 pins were purchased at a cost of 90c apiece, a total cost of \$2299.50. (Pages 5-6, Exhibit B-28).

(8) Capt Wendyl B. Stewart, CBPO Chief, testified that he was aware of purchase of the pins, but did not recall signing the Request for Purchase (AF Form 9). According to his testimony, Captain Stewart knew very little about the pins except that he had heard they had been purchased from recruiting funds. (Page 13, Exhibit B-20).

(9) MSgt Fidel R. Saucedo, Recruiter, testified that General Aguiar had ordered him to purchase the pins from recruiting funds. When questioned on the purchase of the pins he said "Again I was given an order that I need some of your recruiting funds from General Aguiar. That was a verbal order. And he said this is what I want as giveaways to the William Tell Competition and from then on he handled it and when the items came in all I saw was the contract which they asked me to sign as receiving the items." He acknowledged that he signed the receiving report and was given about 20 of the pins. When questioned on the recruiting value of the pins he responded by saying "Again — they could be, but they didn't contain the necessary logos like the phone number, what the unit was. The 194th is a squadron from the 144th and all of our logos carry the 144th Fighter Interceptor Wing." (Pages 7-8, Exhibit B-25).

(10) A review of the contract file revealed that the documentation to support purchase of the pins was in order. The requestor was TSgt Mary E. Tinkle and the reason or purpose for the purchase was "ANGR 33-01, Para 3, Recruiting Promotion". Three bids were obtained and the contract was awarded to the low bidder, R.G. Awards Systems of Fresno. (Exhibit H).

(11) The regulation governing use of ANG Recruiting Funds, ANGR 33-01, contains no specific provision prohibiting purchase of pins and it does not contain a requirement that telephone numbers and unit designations be inscribed on giveaway items. It does, however, prescribe that giveaway items are a means of advertising for new enlistees and they should not be distributed to individuals or groups where their effectiveness to solicit new enlistments is doubtful. (Exhibit E).

(12) An enlarged photograph of one of the pins is included with this report. (Exhibit I).

c. Discussion.

(1) Although General Aguiar denies any direct involvement in the purchase of the pins his denial is refuted by the testimony of other witnesses.

(2) Testimony by MSgt Saucedo and TSgt Tinkle, both recruiters who should be knowledgeable of the purchase by virtue of their assignments establishes that the pins were purchased from recruiting funds for giveaway items at the 1982 William Tell Competition.

(3) The use of the pins was contrary to the intent of ANGR 33-01, in that they were given away at an event where the potential for attracting new enlistees was doubtful. ANGR 33-01 specifically uses the term "enlistee" and "Enlistments", therefore giveaway items should not be given to officer applicants. Giveaway items are customarily given away in the community in which the unit is located.

(4) All of the witnesses acknowledged that the pins were purchased for use as giveaway items at the 1982 William Tell Competition held in Florida.

d. Conclusion. The allegation is sustained.

18a. Allegation. That Lt Col Bernard R. Hollenbeck violated Air Force standards by making threats of retaliation against members of the 144FIW in an attempt to intimidate Lt Col McCoy into withdrawing his charges against Lt Col Hollenbeck, Brigadier General Aguiar and Major Sebra.

b. Evidence.

(1) In several memorandums attached to a November 1983 letter received from Lt Col McCoy he states that "Lt Col Hollenbeck made threats to members of the 144FIW on a number of occasions. These threats included his having possession of secret files which he would use to put civilian pilots' jobs in jeopardy; pilots' sex lives would be looked into; pilots would have problems with IRS over unreported income; McCoy's gun business would be investigated; some Air technicians' heads would roll, i.e., Lt Col Lucido and Lt Col Boehringer; all military orders would be looked into for pay purposes; I'll tear this place apart; I've got stuff on everyone; no one will escape my wrath; when an Air technician and a weekender have it out, the Air technician comes out with his job intact; there had been a spy here in operations for three years now; I always thought an airman would turn in paydays and not an officer; all three of them (Aguiar, Sebra and Hollenbeck) were mean men, to bring charges against one of them would be enough, but to take on all three of them was ridiculous; he had been through these problems before and nothing ever came of it." (Pages 19-22 and 24, Exhibit C).

(2) In his testimony Lt Col McCoy testified that the information concerning this allegation was solicited by himself and that the individuals furnishing it would testify under oath and repeat it (Pages 56-57, Exhibit B-1). Except for the comment "I've got stuff on everyone", the information was mostly second hand to Lt Col McCoy. Lt Col McCoy did testify that he had heard Lt Col Hollenbeck refer to secret files "Well, ever since I've known the man he has alluded to secret files, blackbooks, this and that and the other." (Page 16, Exhibit B-1); Maj Dennis and Maj Heers came to him to tell him about these threats. He added that they were asked to come and talk to him, but did not ask him to withdraw his charges.

(3) Major Alan Heers testified that in September 1983 Lt Col Hollenbeck did in his presence make threats against members of the 144FIW. He could not recall the exact wording of the threats, but believed that LTC Hollenbeck said "If I go down I'm going to take 25 pilots with me because I have information on these people for...". He also testified that Lt Col Hollenbeck had previously mentioned having made reference to the blackbook. "He says I keep a blackbook on people." (Pages 5-6, Exhibit B-15).

(4) Maj. John A. Dennis testified that he had a conversation with Lt Col Hollenbeck on 20 September 1983 in which Major Dennis perceived threats were being made toward Lt Col McCoy and other members of the unit. He also perceived that he was being encouraged to go to Lt Col McCoy and try to have him drop his charges. (Pages 5-6, Exhibit B-14).

(5) LTC Roy L. Parrimore, former Air Force Advisor, testified that he heard Lt Col Hollenbeck made a few comments toward LTC McCoy and he heard him make "comments to the effect if one gets investigated, we all get investigated; and if one goes down, we all go down." These comments were heard in a staff meeting one time and in the hallway another time. He also testified that he heard Lt Col Hollenbeck say "He has his book, he has his file and if he has to, he'll use it." (Pages 9-10, Exhibit B-30).

(6) Lt Col Roy G. Stuckey testified that he heard Lt Col Hollenbeck refer to or allude to his secret files. He also had heard that Lt Col Hollenbeck had made threats to Col Kaser. (Pages 4-5, Exhibit B-13).

(7) Lt Col Paul L. Carroll testified that he had heard that Lt Col Hollenbeck has a "blackbook" and he had made statements that "if you get a piece of hide he'll get two pieces of yours, etc." (Page 8, Exhibit B-3).

(8) Col Glen J. Kaser, Jr., testified that Lt Col Hollenbeck said to him personally "I have a whole suitcase of material here. I keep records on everybody. If I go I'll take 35 with me."..."I'll have your job if I can get it."..."I'll send the records here from flying down to Pan Am to see if you called in sick and flew (with us) while you were sick with Pan Am"...vowed also to contact the IRS and have them check your taxes if I knew anything about your sex life or your home life or any other aspect of your life where I could hurt you, I'd report that to whoever could do some damage." Col Kaser's testimony refers to the secret files in a number of places as well as threats. (Pages 5,9-10, Exhibit B-4).

(9) Major John A. Frank testified that at a staff meeting Lt Col Hollenbeck made some threats against Colonel Kaser "about putting him behind bars or some damn thing, or calling the airlines and turning him in and some of this and that." He also testified that Lt Col Hollenbeck said "these troublemakers are going to get theirs".... "turning him in on the days he works, something about the days he worked and turning him into the IRS." (Pages 12,14, Exhibit B-17).

(10) Lt Col Joe Oliphant testified that in a staff meeting Lt Col Hollenbeck threatened "if I'm going down everybody is going down with me" Brigadier General Aguiar was described as being supportive of Lt Col Hollenbeck's remarks. (Page 12, Exhibit B-12 Recall Testimony).

(11) Lt Col Robert H. Boehringer testified that in a staff meeting where Lt Col McCoy's name came up that Lt Col Hollenbeck "threatened to take them all to the IRS and one thing and another." Lt Col Boehringer was asked if Lt Col Hollenbeck had secret files or records, his response was that Lt Col Hollenbeck had said "Yeah, in a black box and I'll take them down with me." (Pages 6-7, Exhibit B-8).

(12) Lt Col Hollenbeck testified that he did not remember making any statement that could be a threat toward Major Heers. When asked specifically "Do you recall making a statement 'I've got stuff on everybody', the implication being a threat?" his reply was "No, I really - I would be hardpressed to remember making that particular statement and I don't think I would have ever." Lt Col Hollenbeck also testified that he had not made threats toward Lt Col McCoy or any other members of the unit. (Page 6, Exhibit B-10).

(13) Air Force Regulation 30-1, Air Force Standards, paragraph 8, states "As a member of the Air Force, you must practice the highest standards of behavior, obedience, and loyalty -- not only in your job, but in your relationship with other people, and in your dealings with the civilian community. Your code of ethics must be such that your behavior and motives do not create even the appearance of impropriety. Your commitment to integrity will lead the way for others to follow." This regulation is applicable to the Air National Guard.

c. Discussion.

(1) Eleven witnesses testified that they had heard directly or were informed that Lt Col Hollenbeck had made threats to specific members of the 144FIW or to other members in general.

(2) Nine witnesses testified that Lt Col Hollenbeck stated or alluded to having secret files or a blackbook which contained information on members of the organization. Other than testimony there was no actual evidence that these files did exist. Lt Col Hollenbeck denied having any files other than those which pertained to him personally.

(3) Two witnesses testified that they had not heard, directly or indirectly, of Lt Col Hollenbeck making any threats or refer to his secret files. These two witnesses were General Aguiar, who heard Lt Col Hollenbeck make statements, but they were not threats and Captain Wendyl B. Stewart whose testimony neither confirmed or refuted any of the allegations he was questioned about.

d. Conclusion.

(1) Based on the responses from the witnesses questioned on this subject, it is apparent that Lt Col Hollenbeck did make direct threats to some individuals in the unit and to other members in general.

(2) Although there was no evidence to prove whether or not Lt Col Hollenbeck had secret files, he used the inference of their existence in an attempt to intimidate members of the the 144FIW.

(3) The allegation is sustained.

19a. That six .45 caliber automatic gun slides and one M-16 lower receiver were requisitioned for the 144FIW without authority and the items have been subsequently misappropriated.

b. Evidence.

(1) In a memorandum attached to a November 1983 letter from Lt Col McCoy it indicates that gun slides and possibly other gun parts were being ordered through official requisitioning channels, and since they were expendable items, were being used to build up weapons for personal use. (Page 25, Exhibit C).

(2) When Lt Col McCoy was asked where he got his information on the .45 caliber slides he testified "I picked it up from a couple of places. I got a personal phone call from someone I didn't know and they said I should talk to Sergeant Lou Fierro." Lt Col McCoy indicated that Sgt Fierro only told him that he had seen the gun slides come in. (Page 45, Exhibit B-1).

3) Lt Col Oliphant testified that Sgt Harvey Frank ordered three .45 frames through the base gun club. When he asked Sgt Frank what he was going to do with them he was told that they were going to be used to build some guns. (Page 7, Exhibit B-12).

(4) MSgt Harvey N. Frank testified that the three guns he built were accomplished by the use of three frames purchased through their local gun club and other parts which were purchased at gun shows in and around Fresno. One gun did have a barrel which had been rejected by the Base pistol team and was going to be thrown away. MSgt Frank also testified that the rifle and pistol team ordered parts through federal channels and implied they had authority to do so. (Pages 3-5, Exhibit B-24).

(5) During recall testimony Lt Col Oliphant testified that he had been asked by General Aguiar to conduct an inquiry to insure that gun parts obtained through federal resources were not being used in the construction of civilian weapons. The inquiry was conducted sometime in early 1983 and was very thorough and accounted for the parts that had been procured through federal resources. (Pages 1-3, Exhibit B-12 Recall Testimony).

(6) Lt Col Arthur testified that it was possible that gun parts could be obtained through federal channels and used on civilian weapons. A number of gunslides had been purchased for the pistol team from federal funds but the inquiry conducted in 1983 had established that these parts had not been used on civilian weapons. (Pages 4-6, Exhibit B-7).

(7) Brigadier General Aguiar testified that he had purchased frames for construction of three target .45 caliber pistols. He also, to his knowledge, paid for the other parts through MSgt Frank who had put the pistols together. He kept one of the pistols for himself and the other two went to Lt Col Bennett and Colonel Boone. The weapons received by Lt Col Bennett and Colonel Boone were not purchased from General Aguiar. They had put up the money to purchase the frames and gun parts at the same time as General Aguiar. (Pages 41-43, Exhibit B-5).

c. Discussion.

(1) The witnesses' testimony established that gun frames and slides had both been purchased and appeared on the base. Three pistols, one each, were constructed for General Aguiar, Lt Col Bennett and Colonel Boone.

(2) The inquiry conducted by Lt Col Oliphant appeared to satisfactorily answer the question of whether or not any federally purchased weapons parts were being used to construct civilian weapons. The inquiry indicated that although it was very possible for this to occur it had not.

(3) Based on the witnesses' testimony it is apparent that it could be perceived that weapons parts were being procured through federal sources and used on civilian weapons. The perception could be strengthened by the fact that MSgt Harvey Frank repaired weapons for the pistol team and also constructed weapons for personal use.

d. Conclusions.

(1) The witnesses' testimony does not support the allegation that weapons parts are being procured from federal sources and used to construct personal weapons.

(2) This allegation is not sustained.

20a. Allegation. That Brigadier General Edward R. Aguiar used his position as commander to improperly influence the award of a contract for repairs of a C-131 aircraft.

b. Evidence.

(1) In a memorandum attached to a November 1983 letter received from Lt Col McCoy he states that Brigadier General Aguiar used his position as commander to influence the selection as to who would be awarded the contract for repairs to a C-131 aircraft. (Page 26, Exhibit C).

(2) Lt Col McCoy testified that he had no personal knowledge of this allegation, just that the information had been brought to him by a couple of men he did not name. He was told that a person named "Smitty" who was a personal friend of General Aguiar had been awarded the contract. Smitty was working on the aircraft before the bids were opened until he was stopped by someone. (Page 50, Exhibit B-1).

(3) Lt Col Charles A. Niemela testified that bids were solicited from three contractors. Two of these turned the job down. The contract was awarded to W. G. Schmidt. He is called "Smitty" by personnel at the base. Lt Col Niemela denied having any knowledge of the contractor starting work early. (Pages 6-7, Exhibit B-11).

(4) TSgt Winfield D. Downing testified that the contracting for work on the C-131 aircraft was done on a competitive basis. TSgt Downing could not remember how many contractors were contacted, but only one bidder other than W. G. Schmidt came out to look at the work. W. G. Schmidt was the only contractor to submit a bid and was therefore awarded a single source contract. TSgt Downing stated that no one had influenced the award of the contract. He did state that W. G. Schmidt was on the airplane prior to the close of the bid period, but did not know if he started any work. (Pages 5 and 7, Exhibit B-26).

(5) Brigadier General Edward R. Aguiar denied having any influence over the award of the contract for repair to the C-131 aircraft. He did acknowledge that W. G. Schmidt had done a lot of different odd jobs at the base and because of his affection for the ANG may have started the job early. (Pages 24-25, Exhibit B-5).

(6) The repairs to the C-131 aircraft were accomplished by two contracts DAHA04-83-M-6081 and DAHA04-83M-6566 and were awarded to W. G. Schmidt. (Exhibit J).

c. Discussion.

(1) The witnesses' testimony essentially verified that there were no improprieties involved in the contract for repairs of the C-131 aircraft.

(2) A review of the contract files did not reveal that any improper contracting procedures had taken place.

d. Conclusions.

(1) There was no information to substantiate the allegation that General Aguiar used his position as Commander to influence the award of the contract for repairs to the C-131 aircraft.

(2) This allegation is not sustained.

21a. Allegation. That Brigadier General Edward R. Aguiar violated equal opportunity principles by directing that no nonprior service (NPS) females be enlisted in the 144FIW.

b. Evidence.

(1) In a memorandum attached to a November 1983 letter received from Lt Col McCoy he states that BG Edward R. Aguiar would not allow nonprior service women into the Fresno Air National Guard. (Page 27, Exhibit C).

(2) Lt Col McCoy testified that he had talked to TSgt Mary E. Tinkle and MSgt Fidel R. Saucedo and they told him that "at the present nonprior service women are not allowed in the Fresno Air National Guard." (Page 53, Exhibit B-1).

(3) Captain Wendyl B. Stewart testified that at the time the prohibition was placed on enlisting females into the Fresno Air National Guard, it was not a prohibition but a limitation to keep the numbers of females at about ten percent which approximates the percentage in the U.S. Air Force. This limitation was imposed by General Aguiar as policy set by General Hebrank at State Headquarters. Since the limitation was imposed a few females have been enlisted. One prior service female was turned down because she was married to an officer. (Pages 19-20, Exhibit B-20).

(4) TSgt Mary E. Tinkle testified that in mid-1984 "there was a prohibition on all female applicants." When asked "all female applicants" she firmly restated "all female applicants - we were told directly by the General that he wanted no more females in this unit and not only meant no, he meant hell no." She called Sacramento and shortly thereafter General Aguiar came to the recruiting office and said he had been misunderstood. That he did not mean that no more females could be recruited, he just wanted to keep the base population as it was. "However since that time he's come out very explicitly to Captain Stewart and said when he said no more females, he meant no more females." There have been no females accepted between October 1983 and early January 1984. "We have accepted a female just recently, a black female, very well qualified, but we had a lot of officers going to bat for us..." (Pages 6-8, Exhibit B-28).

(5) MSgt Fidel R. Saucedo testified that in mid-1983 a prohibition had been placed on recruiting or enlisting females at Fresno. This prohibition was placed to keep the female level at 10%. When the prohibition was placed by General Aguiar he said "Not only no, but hell no, no more women, is that clear." He was told that this policy comes from higher authority. Since the policy had been in effect MSgt Saucedo could not be specific about the number of females that had been enlisted. His response to a direct question was "Maybe two." He did recall enlisting one just prior to giving his testimony. He also recalled turning down an already qualified young lady who was in the Air Guard (on conditional release from another state.) She was turned down because she was the wife of an officer in the unit. (Pages 9-10, Exhibit B-25).

(6) General Edward Aguiar testified that he had never issued a prohibition on the recruitment of female personnel, only that he did not want the female population on the base to go above 10%. He had no knowledge of the number of females that had been enlisted during July-December 1983. He stated that the reason for turning down the female Air Guardsman from another state was "we probably didn't have a place for her to start with and we probably were going above 10%." When asked if it was because she was the wife of an officer in the unit he replied "Oh, that probably had something to do with it but then again I

enlisted Captain Trowe's wife." General Aguiar denied having received direction from higher headquarters regarding his policies about enlisting females into the Fresno ANG. (Pages 32-33, Exhibit B-5).

c. Discussion.

(1) From the testimony given by the personnel most directly involved with enlistment of females, the recruiters, it would appear that at least initially in mid-1983 there was a prohibition on the enlistment of females at Fresno ANG Base.

(2) The only witness that was positive about the number of women that were enlisted in the Fresno ANG after the policy on limiting the number of women was TSgt Tinkle who positively stated that only one woman had been enlisted since that time.

(3) Two of the witnesses testified that the policy of limiting the number of women to 10% had come from higher headquarters. General Aguiar testified that it had not.

(4) There are no known documents which establish a percentage limit on the number of females which may be in an organization. There was conflicting testimony as to whether or not verbal guidance from higher headquarters had been received. According to General Aguiar the policy established at Fresno ANG Base was set by him and he had not received directions on this subject from higher headquarters.

(5) At least one nonprior service female had been enlisted in the Fresno ANG since the policy was established.

d. Conslusions.

(1) The testimony failed to conclusively establish that equal opportunity principles had been violated, particularly in view of the fact that a nonprior service female had recently been enlisted in the Fresno ANG.

(2) The allegation is not sustained.

22a. Allegation. That Brigadier General Edward R. Aguiar misused his authority as commander by threatening MSgt Fidel R. Saucedá and Capt Wendyl B. Stewart with demotions in grade if they persisted in attempting to have MSgt Saucedá reinstated following an AGR tour and by unduly influencing the assignment of an excess recruiter to the Fresno ANG Base.

b. Evidence.

(1) In a memorandum attached to a November 1983 letter received from Lt Col McCoy he states General Aguiar threatened MSgt Saucedá and Captain Stewart with demotions if anymore trouble was caused over MSgt Burgess coming to Fresno. Also that General Aguiar told MSgt Saucedá he did not owe him his Air technician job back after he completed his AGR tour. (Page 28, Exhibit C).

(2) Lt Col McCoy testified that he had received the information from MSgt Saucedá and TSgt Tinkle and had no other specific knowledge of the incident. (Page 30, Exhibit B-1).

(3) Cpt Wendyl B. Stewart testified that MSgt Saucedo could come back to the Air technician force but not in his current military grade. He had in fact been offered a position in maintenance. He recalled an argument over MSgt Saucedo coming back to the technician force, but MSgt Burgess was not part of the discussion. He did not recall anyone being threatened with demotion if they persisted in the matter, particularly himself. (Page 8, Exhibit B-20).

(4) MSgt Fidel R. Saucedo testified that he had been offered an Air technician job but he would have to take a reduction in rank. He also testified that General Aguiar wanted him to terminate his active duty tour and come back to the technician program immediately. MSgt Saucedo testified that in a discussion with General Aguiar, with Captain Stewart present, General Aguiar said "If I hear anymore about your job and fussing about your Master Sergeant and fussing back with your Air technician spot, you're going to be a Staff Sergeant and this Captain will be a Lieutenant." During his testimony, MSgt Saucedo stated that he felt this whole matter of his Air technician/full-time controversy was directly related to an attempt to make a full-time space for MSgt Burgess who was being carried as an augmentation to the Fresno ANG recruiting staff. (Pages 12 and 13, Exhibit B-25).

(5) TSgt Mary E. Tinkle's testimony generally stated the same information as was furnished by MSgt Saucedo. She did state that she had no firsthand knowledge and her information was based on hearsay. (Pages 10-11, Exhibit B-28).

(6) General Aguiar testified that he had talked to MSgt Saucedo about returning to the Air technician program and that he would like to know as soon as possible. Because of the transition into the F-4 aircraft they needed armament people on board as soon as they could and he did not want to fill a position which was available if he was coming back. There was some controversy over the matter because MSgt Saucedo called Sacramento over the matter. There was no intent to have MSgt Saucedo leave recruiting so MSgt Burgess could have his job. No mention of threats of demotion were discussed during General Aguiar's testimony. MSgt Saucedo was an Armament Technician before becoming a recruiter.

c. Discussion.

(1) The outcome on this issue comes down to the testimony of MSgt Saucedo in which he says that he was threatened, the hearsay testimony of TSgt Tinkle, the denial of any threats being made by Captain Stewart, and General Aguiar's testimony that the only controversy was over MSgt Saucedo going out of the chain of command and calling Sacramento.

(2) There was no evidence or testimony given that establishes that MSgt Saucedo would have been denied an Air technician position if he elected to return to that status.

d. Conclusions.

(1) The only controversy in this matter was MSgt Saucedo's military grade and whether or not he would return to an Air technician status.

(2) The allegation is not sustained.

23a. Allegation. That Brigadier General Edward R. Aguiar improperly authorized the purchase of duplicate sets of conference room furniture at an added expense of \$4,000 to the Federal Government.

b. Evidence.

(1) In a memorandum attached to a November 1983 letter received from Lt Col McCoy he states "Conference room furniture was ordered for the Wing Commander's conference room for approximately \$4,000. When the furniture arrived General Aguiar said he did not like the color of the furniture and he had it sent down to the maintenance office conference room. Furniture was again reordered for the Wing conference room for approximately another \$4000". (Page 30, Exhibit C).

(2) Lt Col McCoy testified that he had no firsthand knowledge of how the conference room furniture was procured, only that he was told a second set was purchased because General Aguiar did not like the first set. He suggested we talk to Major Frank. (Pages 30-31, Exhibit B-1).

(3) Major Frank explained that funds are distributed to fund managers, i.e., Chief of Supply, Chief of Maintenance, etc., and they may use these monies to procure equipment they are authorized. Because of this system he would not be aware of the individual cost of items. He was aware of the purchase of two sets of conference room furniture, but had no firsthand knowledge of the reason for the second purchase. He did question Lt Col Oliphant as to the authorization to procure this type of furniture for the Chief of Maintenance, which is where the furniture General Aguiar rejected went and the response from Lt Col Oliphant was something like "I guess so, or words to that effect." (Pages 6-8, Exhibit B-17).

(4) Lt Col Joe C. Oliphant testified that he was aware that there were two sets of conference room furniture purchased and the reason the first set was rejected was because of the color of the chairs. As far as he knew the table stayed in the Wing Commander's office and the chairs were sent to the Chief of Maintenance. When questioned about authorization for the Chief of Maintenance he was not sure if he was entitled to the same type of furniture as the General but he was entitled to a better grade of furniture. (Page 12, Exhibit B-12). In a discussion on accountability of equipment, Lt Col Oliphant said he believed that furniture once purchased became a controlled item. (Page 10, Exhibit B-12). Lt Col Oliphant said he had discussed the question of whether the furniture was authorized for the Chief of Maintenance with MSgt Mabry and admitted that even though there was a question of authorization, MSgt Mabry had been told by General Aguiar to go ahead and order it. (Page 4, Exhibit B-12 Recall Testimony).

(5) Lt Col Niemela testified that he was aware of the purchase of two sets of conference furniture. He stated the conference table for the Chief of Maintenance was ordered after the chairs for the first set had been rejected by General Aguiar. He felt that the conference room furniture was authorized for the Chief of Maintenance because the weekend boss was a full Colonel. (Pages 10-14, Exhibit B-11).

(6) SMSgt Dennis E. Mabry, Base supply Customer Support Services Supervisor, testified that the type of conference room furniture procured for the Chief of Maintenance was not authorized for that level of management. When he was asked who told him to procure the furniture after it had been pointed out that it was not authorized, he stated that in discussion with Col Oliphant he had the impression "that he was told to do it and he told me to do it." He did not know who told him to do it. He stated that the conference room table for Maintenance was ordered after the chairs had been rejected. (Pages 3-6, Exhibit B-23).

(7) TSgt Winfield D. Downing testified that a conference room table and chairs were purchased for the Wing Commander. Subsequently a second set of chairs was purchased for the Wing Commander and a conference table was purchased for the Chief of Maintenance. The original set of chairs purchased for the Wing Commander was sent to Maintenance because he (the Wing Commander) did not like them. (Pages 3-4, Exhibit B-26 Recall Testimony).

(8) General Aguiar testified that a conference room table and chairs were bought for his conference room and another table and chairs were bought for Maintenance. He did not like the white chairs he had because they did not match his table so he exchanged chairs with Maintenance who had blue ones. He stated that the reason the chairs didn't match the table "was an error on procurement to begin with." He stated that the type furniture procured was appropriate and authorized, both for his conference room and for Maintenance. (Pages 35-36, Exhibit B-5).

c. Discussion.

(1) Based on the testimony given it is questionable if the second set of conference room furniture was, in fact, authorized. Conference room furniture of a lesser quality was probably authorized for the Chief of Maintenance but not the type which was purchased.

(2) In spite of the advice that the type of furniture ordered for the Chief of Maintenance was not authorized, it was purchased anyway.

d. Conclusions.

(1) The second set of conference room furniture was purchased in violation of supply procedures and was an inappropriate use of federal funds.

(2) The allegation is sustained.

24a. Allegation. That Brigadier General Edward R. Aguiar permitted two senior officers, former members of the ANG, Major General George W. Edmonds and Colonel Milton Graham, to take items of military equipment from Base Supply stocks without proper authority.

b. Evidence.

(1) In a memorandum attached to a letter received from Lt Col McCoy in November 1983 he states that General Aguiar, General Edmonds, Colonel Graham and MSgt Mabry entered the base supply warehouse together and that General Edmonds and Colonel Graham took various items of military property. (Page 31, Exhibit C).

(2) Lt Col McCoy testified that it had been reported to him that General Edmonds and Colonel Graham had been permitted to take some items of equipment from supply. The only item he mentioned in his testimony was sunglasses. He stated that the two men who had reported it to him would have the details. The two individuals were not named. (Page 31, Exhibit B-1).

(3) Lt Col Joe C. Oliphant testified that he recalled that Major General Edmonds and Colonel Graham had stopped in his office accompanied by General Aguiar in May 1983. General Aguiar was showing them the facility. When he was

asked if they had helped themselves to anything during the course of their visit he replied, "Not to my knowledge. I've heard that story, but I don't know that to be a fact." During recall testimony Lt Col Oliphant could not remember who had told him about the incident but he did state "I heard they went to our supply and filled up some shopping bags. Basically, is what I heard - and I don't remember the specific items." Lt Col Oliphant claims that he did not observe any of this personally. (Pages 4-5 and 10, Exhibit B-12).

(4) TSgt Winfield D. Downing testified that his office was formerly in the building where the individual equipment section and base service store were located. He did not know who General Edmonds and Colonel Graham were so he could not comment on them being in the building. He did state that when his office was in that building General Aguiar would come in and use the phone and call Sgt Mabry down, "And there was a couple of gentlemen with him a couple of times waiting out in the hall - now, if that was General Edmonds and General Graham, I don't know, because they were in civilian clothes." He did not know what Sgt Mabry did for them, nor did he notice if they left with anything. (Pages 9-10, Exhibit B-26).

(5) MSgt Dennis E. Mabry testified that "I got a call from Sergeant Downing telling me I had - that General Aguiar wanted me down there and I went down there and I see Colonel Graham and General Edmonds and shook their hands - I've known them from the past. And how are you and all that stuff, and then I was told to open up the cage to the IEU section, individual equipment where the pilots' gear is held, and I was told to open the individual equipment locker, which I did; and that was all, I just stepped back, and they helped themselves to a couple of pair of gloves and, what else did they get? They got gloves, they got long underwear, and a couple of pair of sunglasses. And I would like to make a statement that I did not tell them they couldn't have them. You have to realize the position I was put in." (Page 6, Exhibit B-23). He also testified that General Aguiar was present as well as Colonel Marshall. General Aguiar was in a position where he could physically see the items being taken and was aware that they left the building with the items in bags furnished by Sgt Mabry. Sgt Mabry reported the incident to Lt Col Oliphant and asked what he should do, he was told "Well, there's nothing you can do." (Page 7, Exhibit B-23).

(6) General Aguiar testified that he had given Major General Edmonds and Colonel Graham a tour of the base around the time of the reunion. They did visit the base supply, but they did not take any items of equipment. General Aguiar stated that he may have drawn some stuff out for himself at the time. He said that General Edmonds and Colonel Graham "may have joked about it or something like that, made some comment about all the stuff that's available or something like that." (Pages 3-637, Exhibit B-5).

c. Discussion.

(1) The testimony establishes that Major General Edmonds and Colonel Graham were present in Base Supply accompanied by General Aguiar.

(2) Since General Aguiar stated he may have withdrawn some equipment himself during the time he was showing Major General Edmonds around the base, it can be assumed that the supply individual equipment area was opened in their presence and they had access to government property.

d. Conclusion.

(1) Based on the witnesses' testimony, particularly that given by MSgt Mabry, and the fact that the opportunity was there, it is concluded that Major General Edmonds and Colonel Graham improperly removed government property in the presence of and with the permission of General Aguiar.

(2) The allegation is sustained.

25a. Allegation. That a T-33 aircraft was scheduled and used to transport a retired senior ANG Officer, Major General George W. Edmonds, from the Fresno ANG Base to St. Louis, Missouri, and return in November 1982 in violation of DOD 4515.13-R.

b. Evidence.

(1) Lt Col Hollenbeck stated in his interview that in November 1982 he flew Major General Edmonds from Kansas City to St. Louis in a T-33. The flight originated in Fresno, its purpose was to provide Lt Col Hollenbeck with an opportunity to have a Stan/Eval familiarization visit with the St. Louis Air Guard. He further stated General Edmonds was carried as a retired officer on a space available basis but acknowledged he did not check the General's physiological training card in view of Edmonds' experience and he kept the flight below 10,000 feet. (Pages 10-11, Exhibit B-10).

(2) Lt Col McCoy was presented the Form 781 by Lt Col Hollenbeck in November 1982 for the flight from Fresno to St. Louis. Lt Col McCoy stated that in reviewing the form he had heard, but didn't know, that the flight stopped at McClellan prior to returning from Albuquerque to Fresno. He did not think this was possible without refueling. He did not know of any mission that Lt Col Hollenbeck had in St. Louis nor was he involved in the Commanders' Conference. Major General Edmonds' use of the T-33 was an "opportune airlift" as a C-130 was sent to bring Fresno and Sacramento conferees to St. Louis (Pages 42-45, Exhibit B-1). (Note: An ANG Commanders' Conference was held in St. Louis at the time of this incident).

(3) In an unrecorded statement, Colonel Pyle stated that he has no record or memory of either approving the flight of Major General Edmonds as a passenger, although he conceded it "happens all the time".

(4) The Air Force Form 781 submitted by Lt Col Hollenbeck indicated a flight by a T-33 during the period 15-18 November 1982. The itinerary for the flight, extracted from the Form 781, was as follows:

<u>STATION</u>	<u>DEPART</u>	<u>STATION</u>	<u>ARRIVE</u>
Fresno, CA	1545/15Nov82	Colorado Springs, CO	1745/15Nov82
Colorado Springs, CO	0810/16Nov82	Richards-Gebaur AFB, MO	0930/16Nov82
Richards-Gebaur AFB, MO	1200/16Nov82	St. Louis, MO	1230/16Nov82
St. Louis, MO	1300/18Nov82	Richards-Gebaur AFB, MO	1335/18Nov82
Richards-Gebaur AFB, MO	1440/18Nov82	Albuquerque, NM	1640/18Nov82
Albuquerque, NM	1735/18Nov82	Fresno, CA	2000/18Nov82

(Pages 33-35, Exhibit C)

Note: The 131st Fighter Group located in St. Louis is equipped with F-4C aircraft.

(5) General Aguiar acknowledged that he was aware of the T-33 flight flown by Lt Col Hollenbeck to St. Louis in which Major General Edmonds was a passenger. He further stated that the purpose of the flight was a Stan/Eval meeting to allow Lt Col Hollenbeck to discuss F-4's. He further stated that he probably approved it and did not discuss it with Colonel Pyle. He did not remember the specifics of the flight or where General Edmonds was picked up. (Pages 37-38, Exhibit B-5).

c. Discussion.

(1) The evidence supports the fact that Lt Col Hollenbeck flew a T-33 from Fresno to St. Louis in November 1982. At the time of this flight Lt Col Hollenbeck was the Stan/Eval Officer for the Wing and could have been authorized to take a T-33 to a St. Louis Guard unit for a Stan/Eval familiarization visit. The flight plan indicated on the AF Form 781 was reasonable. Major General Edmonds, as a retired Air Guard officer, had the right to fly space available from Kansas City to St. Louis. While this opportune airlift was somewhat unusual, it was not unlawful or contrary to AF regulations. Lt Col Hollenbeck's failure to ask Major General Edmonds for his physiological training card is an oversight but can be explained by their past relationship.

(2) General Aguiar's testimony verifies the purpose of the flight and indicates that he most likely authorized the flight although the cross country request approval form was not, in fact, observed by the Inquiring Officers.

(3) Although not specifically noted in the inquiry, it is well known by many throughout the California Air National Guard, that Lt Col Hollenbeck and General Edmonds are friends and there are wide-spread rumors that it is not uncommon for him to fly General Edmonds to various locations in and out of State. However, it could not be established, based on the documentation and testimony available, if he had flown General Edmonds from California to St. Louis and return.

(4) The present state of the evidence indicates that Lt Col Hollenbeck did fly a T-33 from Fresno to St. Louis and back. The evidence further indicates that Major General Edmonds flew as a space available passenger from Kansas City to St. Louis.

(5) Although the inquiry could be expanded to include an interview with General Edmonds and contact with the unit allegedly visited by Lt Col Hollenbeck, the present state of the facts and the remoteness in time of this incident, reasonably dictates that this allegation is not sustained.

d. Conclusion. The allegation is not sustained.

26a. Allegation. That Brigadier General Edward R. Aguiar inappropriately authorized the expenditure of approximately \$20,000 in Federal funds to purchase unauthorized flying helmets for pilots assigned to the 144FIW.

b. Evidence.

(1) Lt Col Robert Boehringer stated that the unit purchased six to nine helmets at first and ultimately bought 18 at a cost of about \$300-\$400 apiece. They were bought from Protection Inc., a Pomona firm, and Lloyd Hutton, a former Guardsman, was the salesman. The procedure to purchase helmets would start in operations and then go to supply. The purchase of helmets, other than

Air Force-issued helmets, generally started as an item involving use of government funds to buy non-issue personal equipment for unusual sizes unavailable through Air Force Supply. It gradually expanded from the base. Lt Col Boehringer stated his helmet was a Kevlar although the Protection salesman, Hutton, told people Kevlar was not approved by the Air Force, but was approved by the Army and Navy. Protection painted helmets standard colors; if you wanted any special paint job, the individual paid the extra cost. (Pages 9-12, Exhibit B-8).

(2) Lt Col Oliphant stated that originally a request for non-issue helmets was submitted through Major Sebra but initially the request was denied as not being authorized. However, Chief Stover, who was his M&P Analyst, stated they could be purchased within Air Force regulations if they were not purchased on a mass basis. General Aguiar got involved and wanted 20. Lt Col Oliphant indicated that he balked because of budgetary problems as well as a problem with 20 being a prohibited mass purchase. Finally, a purchase of 10 was approved although Protection, Inc., measured everybody. The purchase was made after the justification letter (health and safety reasons) was provided. Major Sebra was the project officer. Lt Col Oliphant had no knowledge of how they were painted and explained that any records on the helmets would be in supply although contracting would have a list of names needed to check supply records. (Pages 1-15, Exhibit B-12).

(3) Major Sebra stated that he was the project officer for the purchase of helmets. The helmets, about 13 overall, were of the type approved by the Air Force although he believes some pilots personally purchased Kevlar (non-approved) helmets. The helmet given to Major General Hebrank was painted by Protection, Inc., and the 144FIW put all the unit decals on General Hebrank's helmet. That helmet he believed came from Ontario. (Pages 17-18, Exhibit B-16).

(4) TSgt Downing, the contracting officer for the Wing, stated that he believed 13 helmets were purchased from Protection, Inc. The helmets purchased under the contract were of a type authorized by Air Force Regulations. The helmets themselves would not develop a supply trail as upon purchase they would go to the receiving warehouse for distribution. The contractor, Protection, Inc., guaranteed that the product meets Air Force requirements. (Pages 10-11, Exhibit B-26).

(5) Brigadier General Aguiar testified that Major Sebra was the project officer for the purchase of helmets. The helmets were purchased from Protection, Inc., and he directed that only Air Force authorized helmets be purchased with Government funds. To his knowledge this directive was complied with. He also stated that he believed that some pilots purchased Kevlar helmets for themselves. The painting of the helmets was done by the company -- General Hebrank had a helmet painted by the company although that helmet was a March AFB issue helmet sent from the 163rd to Fresno for that purpose. (Pages 39-41, Exhibit B-5).

(6) Lt Col McCoy stated that the Kevlar helmet was unauthorized at the time and he wanted to know who approved the purchase. The purchase of non-issue helmets from Protection was done on an individual basis. When General Aguiar arrived to take command of the Wing he indicated all the pilots could get custom made helmets. Because of the personal nature of a helmet they are not accounted for even when purchased with Government funds. General Hebrank's helmet was a Government issued helmet that was painted at Government expense \$265.00, although McCoy doesn't have firsthand knowledge. (Pages 32-35, Exhibit B-1).

c. Discussion...

(1) The evidence considered under this allegation reveals that after assuming command of the Wing, General Aguiar through his project officer, Major Sebra, requested the purchase of nonissue flight helmets. This request was initially denied as against Air Force regulations. But subsequently the Base Contracting Officer found that the helmets could be purchased on an increment basis for individual use for general health or safety reasons. Major Sebra then submitted a request to purchase 20 helmets which Lt Col Oliphant balked at because of budgetary reasons (helmets cost \$300-\$400 apiece) and because that number of helmets potentially violated the intent of Air Force Regulations which prohibited mass purchases.

(2) The purchase of 10 helmets from Protection, Inc., was authorized by Lt Col Oliphant on a contract for special purchase justified for health and safety reasons and within Air Force Regulations. Protection, Inc., measured the entire unit for custom helmets. Subsequently, approximately three additional helmets over and above the initial ten were purchased from Protection, Inc.

(3) The purchasing contract required that the helmets be Air Force authorized equipment and apparently the Protection, Inc., salesman (Hutton, a former Guardsman) told the potential purchasers Kevlar was not then authorized. Although some pilots had purchased Kevlar helmets from their own funds, there is no indication that non-Air Force authorized helmets were purchased from Protection, Inc., with Government funds.

(4) The evidence supports the facts that the painting of the helmets was included as part of the purchase price. Other than a standard paint job, pilots paid for painting their helmets with private funds. General Hebrank's helmet was painted by Protection, Inc., and decals representing California Air Guard units were provided by the 144FIW.

d. Conclusions.

(1) Approximately 13 helmets were purchased by the 144FIW from Protection, Inc. These were authorized by Air Force Regulations under a special purchase contract and all helmets bought were of a type authorized by Air Force Regulations.

(2) The allegation is not sustained.

27a. Allegation. That Lt Col Bernard Hollenbeck falsified an official document by preparing and signing minutes of a Standardization Evaluation meeting that purportedly took place on 10 July 1983 when, in fact, the meeting was not held and personnel listed as being present at the meeting were not in fact present.

b. Evidence.

(1) Lt Col Hollenbeck stated in his interview that he became the Standardization Evaluation Officer in October 1982. The Stan/Eval meetings were held every six months. He stated that he "assumed" the 10 July 1983 Stan/Eval meeting was held in that as the recorder he compiled the minutes and forwarded them to the alleged attendees and he did not receive any notice that the facts in the minutes were erroneous. He acknowledged the wording of the minutes was from memory and were not verbatim. He stated further if any alleged attendees said there was no meeting it reflected upon them, in that the minutes were put in distribution and no one notified him of any discrepancy. To the best of his recollection the minutes were sent to General Aguiar through distribution. (Pages 11-14, Exhibit E-10).

(2) Lt Col McCoy stated that he did not attend the Stan/Eval meeting on 10 July 83 although he was listed as an attendee. He thought the minutes were made up for inspection purposes. (Pages 35-36, Exhibit B-1).

(3) Lt Col Boehringer stated there was no Stan/Eval meeting held on 10 July 83. He talked to Lt Col Hollenbeck, who stated he didn't have support (for requiring attendance at the meetings). (Pages 12-125, Exhibit B-8).

(4) Major Sebra stated, upon reviewing the alleged minutes of the 10 Jul 83 Stan/Eval meeting, that he remembered the topics listed as being discussed although he did not remember the day or drill. Further, he answered he attended the meeting because if he had not, he would have corrected the minutes which showed him as an attendee. He specifically remembers the 10 July 83 meeting because of the topics, flight discipline and F-4 conversion, as being discussed at a formal meeting. When Major Sebra was asked why six other attendees listed on the minutes said there was no meeting, he responded he didn't know why they didn't correct their names. (Pages 17-19, Exhibit B-16).

(5) General Aguiar stated in reference to the 10 Jul 83 Stan/Eval meeting that he "assumed" it was held but not necessarily specifically in a meeting. The actual meeting may not have occurred but notes are compiled and sent out, discussions take place. He stated that Stan/Eval is discussed at briefings and staff meetings, FCIF and all put together in notes. He indicated that the results of these discussions and notes could make up the Stan/Eval minutes. He further stated it was probable or possible that the minutes in question were made up for inspection purposes, but it is a compilation of various inputs, discussions and less than formal meetings. He thought that Lt Col Hollenbeck probably would bring up the minutes for authentication. (Pages 31-32, Exhibit B-5).

(6) Lt Col Lucido stated that he did not recall a Stan/Eval meeting in July 1983. He stated that the Stan/Eval meeting was a quarterly requirement and that the July meeting was not the first one missed. The minutes of the alleged July Stan/Eval meeting were shown to Lt Col Lucido who stated that these minutes were never discussed with him and in fact he did not see them and had just received a copy prior to the time of the hearing. (Pages 15-16, Exhibit B-2).

(7) Col Kaser stated that he did not attend the July 1983 Stan/Eval meeting. He further stated that he did attend some Stan/Eval meetings before the ADTAC Stan/Eval Board came to Fresno. Col Kaser did acknowledge that he told the Stan/Eval officer if he didn't need him at a meeting to list him as present and send him the notes of the meeting. He did not receive the July 1983 meeting minutes before the hearing and allowed that he had quit getting Stan/Eval minutes prior to his retirement in November 1983. (Pages 17-19, Exhibit B-4).

(8) Lt Col Carroll stated that to his knowledge he did not attend the July 1983 Stan/Eval meeting. He did not see the minutes of the July Stan/Eval meeting for some months after July. He felt that the alleged minutes for the July meeting were made up solely for inspection purposes. (Pages 10-12, Exhibit B-3).

(9) Colonel Parrimore stated that he could not recall if he was in attendance for the July 1983 meeting. He could not remember the July Stan/Eval minutes which were shown to him because he had seen a lot of paperwork. He further stated that there was a possibility that a Stan/Eval meeting could have been conducted piecemeal, i.e., individuals meeting together over a period of ten days and then compiling the discussion notes in the "minutes" of a Stan/Eval meeting. (Page 12, Exhibit B-30).

c. Discussion.

(1) There is contradictory evidence as to whether the Standardization Evaluation Board meeting was held in July 1983. General Aguiar and Lt Col Hollenbeck "assumed" the meeting was held although General Aguiar admitted that minutes were compiled from several informal discussions. Colonel Parrimore similarly agrees that in the past the meetings could have been held in an informal fashion. He did not specifically remember the July 1983 meeting. Lt Col Hollenbeck, the designated recorder of the meeting, bases his assumption upon the fact that he received no corrections to the minutes of the meeting from the alleged attendees. Major Sebra was the only witness to specifically remember the meeting because of specific subjects addressed in the minutes.

(2) Col Kaser and Lt Colonels McCoy, Carroll, Boehringer and Lucido, although listed as attendees, stated they did not attend a July 1983 Stan/Eval Board meeting. In some instances these witnesses felt the minutes of the purported meetings were created for inspection purposes.

(3) Although contradictory evidence exists, the weight of the evidence would lead to the conclusion that, at the least, the minutes are inadequate as to the attendees or, more properly, there was no meeting. Since the meetings are on a semi-annual basis, and since the unit had failed a prior Stan/Eval inspection, the fact of the meeting should be easily discernable. Lt Col Hollenbeck's explanation that he assumed there was a meeting because he received no corrections to the distributed minutes is less than satisfactory. Major Sebra specifically remembering the meeting must be weighed against the testimony of five other officers who essentially testified that there was no meeting.

(4) The use of informal piecemeal discussions as a substitute for a formal Stan/Eval Board meeting, if true, still violates the intent of the requirement of a Stan/Eval meeting. If a meeting took place under these conditions, the minutes forwarded to the Air Force gaining command were deceptive.

d. Conclusions.

(1) A Stan/Eval Board meeting as described in the minutes submitted by Lt Col Hollenbeck and authenticated by General Aguiar did not take place. The minutes were false and deceptive.

(2) The allegation is sustained.

28a. Allegation. That Major Nelson T. Sebra misused his authority by misappropriating eight pairs of boots and eight sweaters, government property, when he was assigned to duty as the Commander of the 144FIW Detachment at George AFB.

b. Evidence.

(1) Major Sebra stated that he was the Detachment Commander at George AFB from 1980-81, for a one year period. He would be down at the unit one to four times as week as needed. He stated he took sweaters and boots to Fresno on one occasion at the request of Sergeants Alford or DeMarge who asked him to take a package of boots and sweaters to pilots or crew chiefs in Fresno. Major Sebra also stated that on other occasions he might have transported packages back to Fresno for some crew chiefs that Detachment members requested be transported. He specifically denied ever requesting from the Detachment Supply any boots or sweaters. He further specifically denied taking any "stuff" to repay favors. (Pages 19-21, Exhibit 3-16)

(2) Senior Master Sergeant Johnnie L. Alford stated that Major Sebra was the George AFB Detachment Commander from April 81-June 82. He further stated that he had observed Major Sebra take two pairs of Air Force-issued safety boots and one to two Air Force-issued sweaters. He stated that Major Sebra expressed why he was taking the equipment with "He wanted it" although he probably could have said other things. SMSgt Alford further stated that the things taken were not authorized for Major Sebra's rank. (Pages 3-4, Exhibit B-22).

(3) Master Sergeant Lloyd G. Horn stated that he was the Staff Support Administrative Technician for the Detachment and had additional duties in supply. MSgt Horn further stated that during Major Sebra's time as the Detachment Commander, Major Sebra told him to furnish him with approximately eight pairs of boots and some military sweaters from the unit supply. The government's cost of the boots was \$25-26 per pair and for the sweaters was \$15.96. The size of the boots taken were nine and ten regulars. MSgt Horn stated that when he requested that Major Sebra sign for the items he refused saying that officers were not authorized the items and he (Sebra) was "trading — trading merchandise for favors up there." (Fresno ANG Base). MSgt Horn stated that the items were taken from Detachment supply at Major Sebra's request on several different occasions. MSgt Horn stated that no items taken by Major Sebra were ever returned to Detachment Supply. (Pages 2-6, Exhibit B-27).

(4) Lt Col McCoy had no firsthand knowledge of the incident, but upon hearing of it he contacted either MSgt Horn or SMSgt Alford who confirmed the incident and stated he would testify. (Page 38, Exhibit B-1).

c. Discussion.

(1) The evidence considered in the investigation of this allegation presents direct contradictions of sworn testimony and must be resolved by determining issues of credibility.

(2) Major Sebra denies ever requesting or receiving any Air Force-issued sweaters or boots, but contends that he took boots and sweaters from George AFB to Fresno when he was the Detachment Commander on one occasion at the request of MSgt Alford or DeMarge. Major Sebra also admitted he transported packages with unknown contents from George AFB to Fresno at the request of flight crews at George. He specifically denies requesting Air Force-issue boots and sweaters from the Detachment and also consequently denies saying he needed items to repay favors.

(3) MSgt Alford states he saw Major Sebra take two pairs of Air Force-issued boots and one to two Air Force sweaters from supply. He is unsure of what Major Sebra said as the reason for taking the items aside from "he wanted it".

(4) MSgt Horn, the Supply Sergeant for the Wing's Detachment at George AFB, stated that he observed Major Sebra on several occasions request and receive Air Force-issued boots and sweaters from the Detachment Supply. According to MSgt Horn, Major Sebra stated he needed the items to repay favors at Fresno and refused to sign for them.

(5) Although minor discrepancies exist between the testimony of Sergeants Alford and Horn these discrepancies are explained by the fact that the "taking" took place over a period of time.

(6) The issue of credibility is resolved in favor of SMSgt Alford and MSgt Horn based on the demeanor of the witnesses involved in this allegation, lack of motive and potential harm to them in view of their testimony, the strength of their testimony and the demeanor and explanations of Major Sebra.

d. Conclusions.

(1) The truth of the allegation is sustained. Major Sebra, as George AFB Detachment Commander, did during the period of approximately April 1981 - August 1982 misappropriate Air Force-issued boots and sweaters from the Detachment Supply. The loss to the government was approximately \$300.00.

(2) The allegation is sustained.

29a. Allegation. That Major Nelson T. Sebra violated Air Force standards by making slanderous remarks about an enlisted female, SSgt Peggy Hervatine.

b. Evidence.

(1) Lt Col McCoy testified that he had no firsthand knowledge of this incident and could provide no details. Lt Col McCoy's allegation was based on hearsay.

(2) Cpt McNab stated that he was talking to a Captain Boswell from March AFB who related to him that Major Sebra said ("gist" of conversation) that if he pressed the girls who had been playing pool with Boswell at the club he could get a blow job. McNab quoted Boswell as saying that Sebra further referred to the girl's husband as "being away on TDY and when the cat's away the mice will play." McNab informed Lt Col Cobb of this conversation and subsequently he attended a meeting at which Major Sebra was confronted and seemed remorseful about the incident. (Pages 4-6, Exhibit B-19).

(3) Lt Col Cobb stated that McNab informed him of the statements made by Major Sebra. He informed Colonel Kaser who attempted to resolve the incident. Lt Col Cobb stated that Major Sebra appeared to be remorseful about the incident and realized he made a mistake. (Pages 7-8, Exhibit B-9).

(4) Col Kaser stated that he had received information from either Lt Col Cobb or Captain McNab that Major Sebra had made a remark that Peggy Hervatine was an easy woman (not exact, reported statement was worse). He further stated to prevent an internal problem in the unit he went to Major Sebra. Major Sebra, when confronted, stated the remarks were not made about Peggy Hervatine but about another girl, SSgt Debbie Norstrom. To Kaser's knowledge he apologized to Peggy Hervatine and her husband for the remark. Colonel Kaser stated further that this problem was a cause to some degree of the antagonism that existed when Major Sebra, at a later time, attempted to prevent Peggy Hervatine from getting a permanent position at the Fresno ANG Base. (Pages 19-22, Exhibit B-4).

(5) Major Sebra admitted that he exercised poor judgement by saying "jokingly---did you get any last night?" He did not remember a specific reference to a blow job. He denied saying "while the cat's away the mice will play", but did admit that he stated in response to Captain Boswell's statement that Boswell was surprised to see a guy's wife in the club alone that "he's (husband) TDY and she frequents the club when he's there." These remarks were made to Captain Boswell about two women, SSgt Peggy Hervatine and the daughter

of an enlisted man, who Major Sebra had observed playing pool with Captain Boswell in the base club the night before. Major Sebra further indicated in the interview that so much was made of these comments because of an opinion he voiced previously saying SSgt Hervatine was not qualified for a permanent GS-7 position in Operations. (Pages 24-26, Exhibit B-16).

(6) During her interview, SSgt Peggy Hervatine testified that she had not personally heard Major Sebra make any remarks, but later heard about the remarks from others, including Major Sebra's use of the term "blow job" in reference to her. SSgt Hervatine resented Major Sebra's remarks, but acknowledged that Major Sebra had apologized to her by saying "I swear to you that I didn't say anything like that about you." (Pages 8-10, Exhibit B-29).

c. Discussion.

(1) Major Sebra admits using bad judgement in discussing the reputation of two female unit members with Captain Boswell. He expressed remorse at making the remark and issued an apology to Captain and Mrs. Hervatine. His explanation, when initially confronted with the statements, was that he meant an enlisted man's daughter, SSgt Debbie Norstrom, and not a fellow pilot's wife does not mitigate the incident even if his explanation was factual.

(2) Major Sebra's rationalization that the incident was blown out of proportion because of his prior attempt to prevent Mrs. Hervatine from gaining permanent employment is not supported by the facts. The ultimate source of the statement, Captain Boswell, was not available for interview.

d. Conclusions.

(1) The statement was ill-advised and slanderous to the reputation of the lady referred to and in violation of AFR 30-1.

(2) The allegation is sustained.

30a. Allegation. That Major Nelson T. Sebra violated AFR 60-2 and ANGR 60-2 by absenting himself from his place of duty on or about 20 September 1983 while assigned to duty as the Supervisor of Flying (SOF).

b. Evidence.

(1) Lt Col McCoy stated that he participated in a meeting with Major Sebra, Lt Col Cobb and Lt Col Carroll in which Major Sebra was questioned regarding his leaving the base while assigned to duty as the Supervisor of Flying (SOF) to go to a softball game on one occasion and home on another. In response to that question Major Sebra stated that he took the radio to the softball game to maintain contact with the base. Lt Col McCoy stated he didn't mention the radio in connection with the home visit because he would be in direct phone contact. Lt Col McCoy stated that the SOF should be on the base to direct incoming and outgoing flights. He further stated that sometimes flights return at other than scheduled times. He stated that Major Sebra did not mention assigning his SOF responsibilities to someone else while he was off base. (Pages 12-13, Exhibit B-1).

(2) Col Kaser stated that there was a couple of times the unit tried to find the SOF and could not. It was not just Major Sebra who was the problem but others too. As a result, they tried to correct the problem. (Pages 21-22, Exhibit B-4).

(3) Major Sebra stated that he could not remember the exact dates of the alleged SOF incidents but that he did go to his son's baseball game. He further stated that he informed operations where he was and checked by radio with operations about eight times. He stated he took a package to his son and returned. He was never more than four minutes from the base. He stated that in the other incident he did not go home for dinner but went home to pick up dinner and maintained radio and telephonic contact with the base during the trip. He did not think it was in violation of any regulations. (Pages 23-24, Exhibit B-16).

c. Discussion.

(1) The Supervisor of Flying Program (SOF) is designed to insure positive supervision and control of aircraft flying activities. The SOF provides aircraft commanders with accurate and timely advice and assistance and technical support during a given time period for regular and emergency flights at the airport. In view of the duties, AF regulations and ANG regulations require designated communications. During periods of flying the SOF will be located at the runway supervisor unit, SOF vehicle, or as designated by Deputy Commander for Operations.

(2) The evidence presented indicates that Major Sebra absented himself from the Base on two occasions while assigned SOF duties. Although he was in close proximity and in radio contact with SOF operations, he did not have the communicating capability to immediately respond to aircraft emergencies if required. Consequently, he was in violation of AFR 60-2 and ANGR 60-2.

(3) There was some indication that Major Sebra was not the only SOF who was not immediately available to react to an aircraft emergency.

d. Conclusions.

(1) Major Sebra violated AFR 60-2 and ANGR 60-2 by leaving the Base during the period that he was assigned the duties of Supervisor of Flying.

(2) The allegation is sustained.

V. OTHER MATTERS CONSIDERED DURING THE INQUIRY

31a. Evidence concerning Lt Col Bernard R. Hollenbeck's placement on the 1982 William Tell Competition Team.

b. Evidence and Discussion.

(1) Several of the pilots interviewed contended that Lt Col Hollenbeck was placed on the unit's 1982 William Tell Competition Team by General Aguiar without regard for the results of competition held to determine team members.

(2) General Aguiar denies the allegation. He was very firm in his conviction that Lt Col Hollenbeck was selected on the basis of his high scores in the competition held as a means of selecting team members from Fresno. He told the Inquiring Officers to check it out with Lt Col Roy L. Parrimore, former Air Force Advisor, who had kept all the scores. General Aguiar seemed to be confident that Lt Col Parrimore would confirm his views.

(3) Lt Col Hollenbeck contended he had done well in the competition for a place on the Fresno team and advised the Inquiring Officers to check with Lt Col Parrimore.

(4) Lt Col Parrimore testified that Lt Col Hollenbeck had "done poorly" and should not have been on the team. Lt Col Parrimore did not know how Lt Col Hollenbeck got on the team, but perceived that General Aguiar must have just assigned him to the team without regard to the results of their local competition.

(5) Lt Col Hollenbeck was a member of the team from Fresno that competed in the 1982 William Tell competition and his scores were so low that he was selected to receive the award of a "Helmet with an apple on top of it and an arrow through the forehead instead of the apple", which could be defined as the booby prize.

(6) Individuals on both sides of the issue concerning Lt Col Hollenbeck's membership on the Fresno team were, or appeared to be, firm in their convictions. However, the testimony, especially Lt Col Parrimore's statement which was in direct conflict with General Aguiar's and Lt Col Hollenbeck's statements, gives weight to the allegation that Lt Col Hollenbeck was selected for the team on the basis of his friendship with General Aguiar rather than on the results of local competition.

c. Conclusion. The conclusion must be that General Aguiar arbitrarily assigned Lt Col Hollenbeck to the team without regard to the competition and that his actions contributed to the 144th Fighter Interceptor Wing's poor showing at the 1982 William Tell Competition.

32a. Evidence concerning succession of command for full-time Air technicians.

(1) Several of the witnesses were concerned because General Aguiar had designated Lt Col Hollenbeck as the Acting Air Commander during the absence of himself and Colonel George R. Sparks, 15-22 January 1984 and 1-26 February 1984. Their view was that Lt Col Robert H. Boehringer should have been appointed as the Acting Air Commander. Lt Col McCoy provided a separate letter on this subject criticizing General Aguiar's actions. (Page 1, Exhibit L).

(2) In the full-time Air technician structure, Lt Col Boehringer is Lt Col Hollenbeck's supervisor.

(3) In a letter, dated 25 August 1983, General Aguiar designated the full-time technician succession of command as being, in turn, Colonel George R. Sparks, Lt Col Robert H. Boehringer and then Lt Col Bernard R. Hollenbeck. (Page 2, Exhibit L).

(4) On 13 January 1984, General Aguiar, or someone on his behalf, distributed an unsigned memorandum (QUIKCOM) designating Lt Col Hollenbeck as the Acting Air Commander even though Lt Col Boehringer was Lt Col Hollenbeck's supervisor and was present for duty at the Fresno ANG Base. (Page 3, Exhibit L).

b. Discussion.

(1) The Air Commander has great latitude in his choice of selecting the individual to succeed him as the Acting Air Commander during his temporary absences.

(2) General Aguiar's designation of Lt Col Hollenbeck was contrary to his own published guidance. There is no prohibition against General Aguiar selecting Lt Col Hollenbeck as the Acting Air Commander, however it could be viewed as poor judgement because of the timing and the fact that this inquiry was in process. General Aguiar's actions aggravated an already tense situation among personnel at the Fresno ANG Base.

c. Conclusion. General Aguiar acted within his authority.

VI. GENERAL DISCUSSION

33. This inquiry examined twenty basic allegations raised by Lt Col Robert M. McCoy in his November 1983 letter to the Assistant Adjutant General. The allegations are listed in part II of this report. Thirteen of the twenty allegations were sustained in part or whole, the others were unresolved or not sustained.

34. In the judgement of the Inquiring Officers, the most significant of the sustained allegations, from an organizational effectiveness point of view, is the allegation that General Aguiar, by his actions, has created a division, or rift, between full-time technicians and part-time members of the organization and between full-time technicians themselves. The fact that General Aguiar accepts advice and counsel from two unpopular full-time technicians, Lt Col Bernard R. Hollenbeck and Major Nelson T. Sebra to the exclusion of others, particularly part-time members in the chain of command, has created a serious morale problem at the Fresno ANG Base. Lt Col Hollenbeck and Major Sebra are not held in high regard by a number of full-time and part-time unit personnel and the resentment over their direct access to General Aguiar is adversely affecting morale and efficiency of the organization, particularly among pilots assigned to the organization. General Aguiar himself is viewed by many as a vindictive dictatorial type of person and people are afraid of what he might do to their careers in the Guard. General Aguiar's apparent refusal to recognize the problems at Fresno and to take positive corrective actions to meld his personnel into a cohesive effective organization must be viewed as a principal factor in the rift and the negative competition now existing at the Fresno ANG Base.

35. General Aguiar's inappropriate use of federal recruiting funds and federal supply funds (coffee mugs, pins, conference room furniture and allowing his friends to "shop" in Base Supply) are also viewed as serious matters and require corrective action. General Aguiar has been depicted by some as an arrogant commander who insists on doing things his way without regard to the rules and advice provided by members of his staff.

36. The allegations relating to threats made by General Aguiar and Lt Col Hollenbeck were sustained. In General Aguiar's case it was sustained on the basis that Lt Col McCoy could reasonably perceive the 21 September 1983 telephone call from General Aguiar to be threatening in nature. The allegations against Lt Col Hollenbeck are another matter entirely, at least 11 witnesses testified that they had personally heard or knew of him making threatening remarks (i.e., secret files, blackbook, if I go down everybody goes down with me, etc.,) and on one occasion Lt Col Hollenbeck had made threatening remarks at a technician staff meeting and General Aguiar was viewed as agreeing with those remarks. General Aguiar solidly supports Lt Col Hollenbeck and describes him as a personal friend and an excellent officer. The majority of witnesses did not agree with General Aguiar's assessment of Lt Col Hollenbeck's conduct and duty performance.

Many of the pilots interviewed were angered by General Aguiar's selection of Lt Col Hollenbeck as a member of the Fresno team to compete in the 1982 William Tell Competition, particularly since the Wing made a poor showing at the competition. General Aguiar's insistence on supporting Lt Col Hollenbeck has sharply decreased his own popularity and adversely affected his ability to manage his personnel.

37. General Aguiar strongly supports Major Nelson T. Sebra to his own detriment. Major Sebra is not highly regarded by other members of the unit and General Aguiar's support for him aggravates the problem of poor morale already existing in the organization. Two Sergeants from the Wing's Alert Detachment at George AFB were strongly opposed to Major Sebra and incensed over the fact that he had been given the credit for the Detachment's outstanding inspection rating. Major Sebra received the Air Force Commendation Medal for his accomplishments as the Detachment Commander. The two Sergeants testified that Major Sebra spent very little time at the Detachment during his period of service as the Detachment Commander and that, when there, all he did was sleep, read and wander around the Base and his contribution to the effectiveness of the Detachment was negative rather than positive. In this regard, it should be noted that the allegation that Major Sebra misappropriated government property from the Detachment was sustained.

38. It was evident, during the conduct of the interviews, that many of those testifying were fearful for their careers and jobs and, in spite of our assurances, felt that retaliation would be taken against them for testifying if it was perceived that they had testified against any of the three officers named in the allegations. The perception among several of the witnesses is that when General Aguiar returned to Fresno in 1982, he did so with the intention of establishing technician domination of the Wing and to eliminate anyone, who in his opinion, had not supported him or had wronged him in the past. The perception of General Aguiar's intentions has been strengthened by his actions. The uncorrected perception of General Aguiar's motives, by both full-time and part-time personnel, has created an atmosphere of fear and distrust in the organization.

39. General Aguiar was described by most as being well-liked and respected by many long term friends in the unit when he left for Moffett in January 1975. He returned to Fresno and assumed command of the 144th Fighter Interceptor Wing in February 1982. According to the witnesses, General Aguiar's relationships with his former friends and associates at Fresno have significantly deteriorated since he assumed command of the Wing two years ago.

40. Part of the problem at Fresno may possibly be attributed to a personality conflict between the former Commander, Brigadier General James A. Kilpatrick, and Brigadier General Aguiar. General Kilpatrick was viewed as a micro-manager, but tended to give authority to part-time commanders and General Aguiar seems to want full-time technicians to run the program. This sharp change in philosophy has angered and upset the part-time leadership. There is a perceived or actual animosity by General Aguiar toward General Kilpatrick and toward those that General Aguiar perceives as General Kilpatrick's supporters. There is a general feeling that General Aguiar will eventually get rid of all the people who supported General Kilpatrick.

41. Credibility is a major issue in an inquiry of this nature and, in the professional opinion of the Inquiring Officers, the witnesses who testified in support of Lt Col McCoy's allegations were more credible and believable than General Aguiar, Lt Col Hollenbeck or Major Sebra.

VII. GENERAL CONCLUSIONS

42. The underlying allegation that General Aguiar has purposely or inadvertently taken actions which have adversely impacted on the efficiency and integrity of his command is sustained. The rift between elements of the Wing and his inappropriate use of personnel and funds have demoralized many members of the organization and have made him vulnerable to criticism and allegations of the type presented by Lt Col McCoy.

43. The actions of Lt Col Hollenbeck and Major Sebra have been condoned by General Aguiar and they have been allowed to intimidate other members of the organization to the detriment of the overall effectiveness of the 144th Fighter Interceptor Wing.

VIII. RECOMMENDATIONS

44. It is recommend that:

- a. This report be approved.
- b. Consideration be given to removing Brigadier General Edward R. Aguiar from his position as the full-time Air Commander and Military Commander of the 144th Fighter Interceptor Wing.
- c. Lt Col Bernard R. Hollenbeck, Jr., be given a letter of reprimand for threatening and intimidating other members of the 144th Fighter Interceptor Wing.
- d. Major Nelson T. Sebra be given a letter of reprimand for his misappropriation of government property and other actions, as deemed appropriate, be taken to resolve the matter of misappropriated property.
- e. Brigadier General Aguiar be constrained from taking retaliatory action against members of the organization that were involved in this inquiry.
- f. Command emphasis be placed on the Supervisor of Flying (SOF) programs to insure that the program is being conducted in accordance with Air Force and ANG regulations.
- g. The Air Force gaining command for the 144th Fighter Interceptor Wing be advised that the minutes for the 10 July 1983 meeting of the Wing's Standardization and Evaluation Board were defective.
- h. The OTAG Air Division be instructed to counsel ANG field commanders on the need to adhere to the instructions contained in DOD Regulation 4515.13-R governing space available travel in military aircraft.

i. The OTAG Air Division be instructed to reemphasize to its field units the need to adhere to the standards of conduct guidelines contained in AFR 30-30.

j. The Inspector General's portion of this case be closed.



WILLIAM D. BATES
Colonel, CA ANG
Inspector General

CONCUR:



ROBERT C. THRASHER
Brigadier General
Assistant Adjutant General

APPROVED BY:

WILLARD A. SHANK
Major General
The Adjutant General