DEPARTMENT OF VETERANS AFFAIRS MEDICAL CENTER, DENVER, COLORADO and VETERANS CANTEEN SERVICE DENVER, COLORADO Respondents	
and AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO, LOCAL 2241 Charging Party	Case No. DE-CA-40068

NOTICE OF TRANSMITTAL OF DECISION

The above-entitled case having been heard before the undersigned Administrative Law Judge pursuant to the Statute and the Rules and Regulations of the Authority, the undersigned herein serves his Decision, a copy of which is attached hereto, on all parties to the proceeding on this date and this case is hereby transferred to the Federal Labor Relations Authority pursuant to 5 C.F.R. § 2423.26(b).

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

Any such exceptions must be filed on or before **JANUARY 30, 1995**, and addressed to:

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

WILLIAM B. DEVANEY
Administrative Law Judge

Dated: December 29, 1994

Washington, DC

MEMORANDUM DATE: December 29, 1994

TO: The Federal Labor Relations Authority

FROM: WILLIAM B. DEVANEY
Administrative Law Judge

SUBJECT: DEPARTMENT OF VETERANS AFFAIRS
MEDICAL CENTER, DENVER, COLORADO

and

VETERANS CANTEEN SERVICE
DENVER, COLORADO

Respondents

and Case No. DE-CA-40068

AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES, AFL-CIO, LOCAL 2241

Charging Party

Pursuant to section 2423.26(b) of the Rules and Regulations, 5 C.F.R. § 2423.26(b), I am hereby transferring the above case to the Authority. Enclosed are copies of my Decision, the service sheet, and the transmittal form sent to the parties. Also enclosed are the transcript, exhibits and any briefs filed by the parties.

Enclosures

UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY
OFFICE OF ADMINISTRATIVE LAW JUDGES
WASHINGTON, D.C. 20424-0001

DEPARTMENT OF VETERANS AFFAIRS MEDICAL CENTER, DENVER, COLORADO and VETERANS CANTEEN SERVICE DENVER, COLORADO Respondents	
and AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO, LOCAL 2241 Charging Party	Case No. DE-CA-40068

Gregory A. Burke, Esquire
Mr. Joseph R. Tober
Barry M. Tapp, Esquire
ON BRIEF
For the Respondent

Ms. Emma Sneed
For the Charging Party

Hazel E. Hanley, Esquire
For the General Counsel

Before: WILLIAM B. DEVANEY
Administrative Law Judge

DECISION

Statement of the Case

This proceeding, under the Federal Service Labor-Management Relations Statute, Chapter 71 of Title 5 of the

United States Code, 5 U.S.C. § 7101, et seq. 1, and the Rules and Regulations issued thereunder, 5 C.F.R. § 2423.1, et seq., concerns whether Respondent violated §§ 16(a)(5) and (1) by installing video cameras and engaging in covert surveillance of cashiers' cash registers in the course of its investigation of theft without prior notice to the Union and/or whether Respondent violated §§ 16(a)(5) and (1) by its refusal to negotiate the impact and implementation of covert video surveillance.

This case was initiated by a charge filed on October 21, 1993 (G.C. Exh. 1(a)). The Complaint, which named only the Medical Center, and Notice of Hearing issued on April 29,
1994 (G.C. Exh. 1(b)) and set the hearing for a date, time and place to be determined later. By motion dated June 1, 1994, Respondent Department of Veterans Affairs moved to substitute the Veterans Canteen Service for the Medical Center (G.C. Exh. 1(e)); General Counsel on June 13, 1994, filed a response opposing substitution (G.C. Exh. 1(f)); the Regional Director, by Order dated June 16, 1994 (G.C. Exh. 1 (g)) added the Veterans Canteen Service as a Respondent; and by Order dated August 12, 1994, this matter was set for hearing on September 22, 1994, in Denver, Colorado, pursuant to which a hearing, was duly held on September 22, 1994, in Denver, Colorado, before the undersigned. All parties were represented at the hearing, were afforded full opportunity to be heard, to introduce evidence bearing on the issues involved, and were afforded the opportunity to present oral argument which General Counsel and Respondent exercised. At the close of the hearing, October 24, 1994, was fixed as the date for mailing post-hearing briefs. Respondent and General Counsel each timely mailed a brief, received on, or before, October 27, 1994, which have been carefully considered. Upon the basis of the entire record2, I make the following findings and conclusions:

1
For convenience of reference, sections of the Statute hereinafter are, also, referred to without inclusion of the initial "71" of the statutory reference, i.e., Section 7116 (a)(5) will be referred to, simply, as "§ 16(a)(5)".

2
General Counsel's motion to correct the transcript, which was not opposed, is granted and the transcript is hereby corrected as follows:

PAGE	LINE	FROM	TO
8	9, et seq,	Henley	Hanley
41	18	Brindenall	Brintnall
153	3	" " "	" " "
153	3	memoirs	members

Findings

1. The American Federation of Government Employees, AFL-CIO (hereinafter, "AFGE") is the exclusive representative of a nationwide consolidated unit of employees appropriate for collective bargaining including employees of Respondent Medical Center, Denver, Colorado (hereinafter, "Medical Center").

2. On August 13, 1982, AFGE and the Veterans Administration entered into a Master Agreement (Res. Exh. 1); in 1987, the Veterans Administration became the Department of Veterans Affairs (G.C. Exh. 1(e) footnote, p.2); the 1982 Master Agreement remains in full effect (Tr. 89-99) and covers about 600 employees at the Medical Center (Tr. 41), including approximately ten to twelve employees at Respondent Veterans Canteen Service, Denver, Colorado (hereinafter "Canteen Service"[3] (Tr. 42).

3. American Federation of Government Employees, AFL-CIO, Local 2241 (hereinafter "Union") is an agent of AFGE for the purpose of representing employees at the Medical Center (G.C. Exhs. 1(b) and 1(c).

4. During the summer and early fall of 1993, and before September 27, 1993, Ms. Bonnie Sheeder, then Chief, Canteen Service, Denver (Tr. 209), and since July, 1994, Chief, Canteen Service, Indianapolis, Indiana (Tr. 208), became aware of serious, unaccounted for, losses of from two to four thousand dollars per month at the Canteen's cafeteria (Tr. 211-212). Although Ms. Sheeder was told that an identified cashier was permitting merchandise to be taken from the cafeteria without payment (Tr. 211-212), her personal observation of that identified

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[3] Respondent renewed in its Brief its prior motion (G.G. Exh. 1(e)) to dismiss the Medical Center as a Respondent (Respondent's Brief, pp. 1-2). For reasons already well stated by General Counsel (G.C. Exh. 1(f)) and by the Regional Director in her Order adding the Canteen Service as a Respondent (G.C. Exh. 1(g)), Respondent's motion is denied. Although the Medical Center is a proper party, it would not necessarily follow that any remedial order would be directed at the Medical Center. Department of Health and Human Services, Social Security Administration, Region VI, and Department of Health and Human Services, Social Security Administration, Galveston, Texas, District, 10 FLRA 26 (1982); Department of the Army and the Air Force, National Guard Bureau and Montana Air National Guard, 10 FLRA 553 (1982); rev'd on other grounds sub nom. Montana Air National Guard v. FLRA, 703 F.2d 577 (9th Cir. 1984).

cashier, as well as all other cashiers, failed to disclose misconduct (Tr. 212). Nevertheless, after double checking of inventories, reports of receipts and sales the losses persisted (Tr. 213).

5. Ms. Sheeder discussed the July and August, 1993, drop in gross income with her supervisor, District Manager Thomas Patrick Way (Tr. 245, 257-258) and, as other means had failed to disclose the cause of the losses, Mr. Way told Ms. Sheeder he would come to the Denver Canteen, which at that he had not visited, and install covert cameras to observe the cashiers. Mr. Way and Ms. Sheeder, on the evening of September 27, 1993, installed pinhole video cameras in the ceiling over the cash registers in the Canteen's cafeteria (Tr. 218-219, 257). The cameras were removed on the evening of October 5, 1993 (Tr. 219, 257).

6. Mr. Way advised the Medical Center Director (Tr. 249) and his (Way's) superior, Regional Director Roger Jenke (Tr. 262), of his intent to install the cameras but informed no one else and instructed Ms. Sheeder not to inform anyone else of the installation of the cameras (Tr. 219)[4].

7. The video tapes showed four cashiers engaging in improper activity by the failure to charge for merchandise or by failing to charge properly for merchandise. Inasmuch as the identity of these individuals is unnecessary for the purpose of this proceeding, they will be referred to only as cashiers (employees) A, B, C and D. On October 6, 1993, after the surveillance had been terminated and the cameras removed (Tr. 219, 257), Ms. Sheeder, Mr. Way and Ms. Michele Kellogg Cottingham, Employee Relations Specialist (Tr. 268), met separately with cashiers A, B, C and D, each being accompanied by one or more Union representatives: Emma Sneed (President),

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Mr. Way's assertion, that the integrity of covert surveillance demands that knowledge of its use be kept to the absolute minimum of those with a need to know, certainly is unassailable (Tr. 250, 251). If a Canteen Service Chief were suspected of misconduct, obviously, he, or she, would not be advised of intended surveillance. Local security personnel are advised only when their assistance is required (Tr. 250, 262). Mr. Way said union officials were never given notice because he considered the risk of disclosure too great (Tr. 252), a conviction confirmed by the testimony of President Sneed (Tr. 80-82, 123) and Vice President Ingram (Tr. 162-163), each of whom said that if they knew they would, indeed, tell the employees who were to be under surveillance.

Melvin Ingram, Jr. (Vice President) and Mike [Michael Tr. 27,] Heim (steward Tr. 155)(Tr. 45, 97, 98, 154, 222, 223, 259, 269).[5]

In each instance, the employee was told of the specific misconduct alleged and a video tape, spliced to show the particular acts of the employee in question, was run on a VCR and watched on a TV receiver by the employee, the Union representative or representatives and Respondent's representatives. This was the first knowledge of the Union, and of the employees involved, of the presence of covert cameras which recorded their activity at work.

8. On October 20, 1993, the Union filed a demand to bargain[6],

> ". . . on all Surveillance cameras videos and new equipment installed in the VA Canteen Cafeteria approximately 3 weeks ago. . . ." (G.C. Exh. 2).

9. Without waiting for a response to its demand to bargain, above, the Union on October 21, 1993, filed the charge herein in which it alleged that,

> "On or about October 6, 1993, the Charging Party became aware that the Charged Party had implemented video surveillance on its cafeteria cashiers without notifying the Charging Party or affording it the opportunity to bargain." (G.C. Exh. 1(a)).

10. On October 27, 1993, Respondent replied to the Union demand to bargain (Par. 8, supra), as follows:

> "This is in regards to your memorandum dated October 20, 1993, demanding to bargain on the use of video surveillance in the Canteen Service. As outlined under section 7106(a)(1) of the Statute, Management has the right to determine the internal security practices of the agency. Therefore, the

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[5] Ms. Sneed represented employee B (Tr. 45, 87, 97, 98, 229) and Messrs. Ingram and Heim represented employees A, C and D (Tr. 87, 154, 155, 223, 226, 227).

[6] The Union also requested information pursuant to § 7114(b)(4) of the Statute. Respondent supplied information (Tr. 93) and gave the Union an opportunity to examine the tapes (Tr. 107) and supplied copies of the unedited tapes (Tr. 163). No issue concerning § 7114(b)(4) was litigated nor is any such issue before me.

use of video surveillance is non-negotiable." (G.C. Exh. 3).

11. On November 10, 1993, notices of proposed removal were sent to employees: A (Res. Exh. 4a); B (Res. Exh. 4b); C (Res. Exh. 4c); and D (Res. Exh. 4d). Each notice specified infractions observed by means of video surveillance; each notice set forth the right to reply and to be represented.

12. Effective January 21, 1994, employee B was terminated (G.C. Exh. 4); effective January 20, 1994, employee C (G.C. Exh. 5) resigned; effective January 21, 1994, employee D was terminated (G.C. Exh. 6); and effective January 21, 1994, employee A resigned (G.C. Exh. 7). Subsequently, employee B was reinstated with back pay (Tr. 271).

13. Article 12 of the Master Agreement is entitled, "Investigations, Discipline and Adverse Action" (Res. Exh. 1, Art. 12). Article 12 does not place any limitation on the agency to conduct investigations[7] or on investigative techniques.[8] Thus, Section 5 provides, in part, that,

> "Section 5 - The Union shall be given the opportunity to be represented at any examination of an employee in the unit by a representative of the VA in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action . . . and the employee requests representation. . . ." (Res. Exh. 1, Art. 12, Section 5);

and Section 6, entitled. "Investigations", provides in relevant part as follows:

> "Section 6 - Investigations

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[7] Except, if considered a limitation, "Investigations . . . shall be timely. Timeliness will be based on the circumstances and complexity of each case." (Res. Exh. 1, Art. 12, Section 4).

[8] Indeed, the only limitation on investigative techniques is contained in Article 10, entitled, "Employee Rights", Section 4, entitled, "Use of Recording Devices", which provides, in part, that, "No electronic recording of any conversation between a unit employee and a VA official may be made without mutual consent . . . Information obtained in conflict with this Section will not be used as evidence against any employee."

"A. Before being questioned in a formal investigation, the employee will be informed as to why he/she is being questioned.

"B. At the time the employee who is the subject of a formal investigation is being questioned, he/she will be informed of the nature of the allegations. . . ."
(Res. Exh 1, Art. 12, Section 6, subsections A and B).

The legislative history of the negotiations which resulted in the Master Agreement of August 13, 1982 (Res. Exh. 6), shows, inter alia, that: on November 14, 1980, the Union wanted, "Management to advise employee of his right to representation prior to conducting an investigation" (Emphasis supplied); "investigation to be cooperative", to which the agency had responded, "Mgt - has a responsibility for these actions and cannot share this w/ union - cannot be a joint endeavor"; that on February 10, 1981, "Under-cover investigations" was discussed; that the Union, in its March 4, 1981, proposal, proposed, inter alia, that, "1. Employees shall be notified immediately when they are to be the subject of any investigation. . . ." (Res. Exh. 6)(Emphasis supplied); that on March 11, 1981, the Union stated that it had, ". . . no intent to cover 'under cover' situations with the language", in lines 31-34 of its March 4, 1981, proposal; and on September 14, 1981, the agency again reiterated that, ". . . people are not first alerted of a suspicion prior to investigation." (Res. Exh. 6).

14. Union steward Heim was shown on the video tape as a recipient of a discounted meal (Tr. 270). Mr. Way testified that Mr. Heim's involvement reinforced his view that the Union should not have been given notice of the covert investigation (Tr. 260).

15. Mr. Way testified, without contradiction, that Canteen income rose about $1,500.00 per month after the misconduct had been detected and the employees involved were removed (Tr. 261).

16. Mr. William Harper, Director of Police and Security Service for the Department of Veterans Affairs (Tr. 274), testified that covert surveillance, to his knowledge, had been conducted by the Veterans Administration and/or the Department of Veterans Affairs since 1973 (Tr. 273); that he had conducted an estimated 25 covert surveillance operations at VA facilities which were part of AFGE's bargaining unit (Tr. 276); and that use of covert cameras had never been disclosed to the Union before the investigation had been completed (Tr. 276). Mr. Way also testified that he

personally was involved in twenty covert surveillance operations which from 1988 through September 21, 1994, had resulted in disclosure of employee misconduct as shown on Respondent Exhibit 5; and that he had also been involved in the installation, from 1983 to 1994, of covert cameras on seventeen instances, as also shown on Respondent Exhibit 5, in which no illegal activity was observed (Tr. 254, 255).

Conclusions

1. MASTER AGREEMENT GAVE AGENCY UNQUALIFIED RIGHT TO CONDUCT INVESTIGATIONS INCLUDING UNDER COVER SURVEILLANCE, ADDRESSED PROCEDURES AND ARRANGEMENTS REGARDING INVESTIGATIONS, AND SPECIFICALLY WITHHOLDS NOTICE OF INVESTIGATION UNTIL EMPLOYEE IS QUESTIONED.

Article 12 of the Master Agreement covers Investigations. There is one limitation on the manner of conducting activities in Article 10, namely, that, "No electronic recording of any conversation between a unit employee and a VA official may be made without mutual consent." (Res. Exh. 1, Art. 10, Section 4), and the qualification in Article 12 that, "Investigations . . . shall be timely . . . based upon the circumstances and complexity of each case." (Res. Exh. 1, Art. 12, Section 4). Except for the timeliness qualification, Article 12 imposes no limitation on the Agency's conduct of investigations. Moreover, notice of an investigation is not required until the employee is questioned (Res. Exh. 1, Art. 12, Section 6, subsection A and B).

§ 6 of the Statute provides, in part, that,

> "(a) Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any agency –
>
> > "(1) to determine . . . internal security practices of the agency. . . ." (5 U.S.C. § 7106(a)(1)).

The Authority has made it clear that,

> "An agency's right to determine its internal security practices under section 7106(a)(1) of the Statute includes the right to determine the policies and practices that are part of its plan to secure or safeguard its personnel, physical property, and operations against internal and external risks . . . An agency's right to

> determine its internal security practices also includes the right to determine the investigative techniques the agency will use to achieve its internal security objectives." (National Federation of Federal Employees, Local 28, 47 FLRA 873, 877 (1993))(hereinafter, "NFFE, Local 28").

To like effect, see also: National Association of Government Employees, Locals R14-22 and R14-89, 45 FLRA 949, 960 (1992); National Association of Government Employees, Federal Union of Scientists and Engineers, Local R1-144, 42 FLRA 1285, 1298 (1991); American Federation of Government Employees, Local 1164 35 FLRA 1193, 1197 (1990).

As an investigative technique, use of covert cameras to achieve its internal security objectives was, and is, a right reserved to management by § 6(a)(1) of the Statute. The negotiations which led to the Master Agreement show that AFGE fully recognized the agency's right under § 6(a)(1) to determine the investigative techniques for any investigation concerning its internal security; the parties discussed under-cover operations; and AFGE engaged in bargaining, in accordance with the qualification of § 6(a)(1), pursuant to § 6(b)(2) and (3)[9] (which we, somewhat euphemistically, categorize as, "impact and implementation", or "I&I", bargaining), inter alia, by addressing procedures and appropriate arrangements, and the bargaining history further shows that I&I was addressed by AFGE seeking to require notification before management conducted any investigation; and/or seeking to make investigations cooperative. As AFGE abandoned its I&I proposals after their rejection by the

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[9] Section 6(b)(2) and (3) of the Statute provides as follows:

> "(b) Nothing in this section shall preclude any agency and any labor organization from negotiating -
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> . . .
>
> (2) procedures which management officials of the agency will observe in exercising any authority under this section; or
>
> (3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials." (5 U.S.C. § 7106(b)(2) and (3)).

agency, it is unnecessary to speculate as to whether any, all, or none, of its proposals would have directly interfered with the agency's freedom to determine its investigative techniques. When an agreement is executed, ". . . an agency should be free from a requirement to continue negotiations over terms and conditions of employment already resolved by the previous bargaining. . . ." U.S. Department of Health and Human Services, Social Security Administration, Baltimore, Maryland, 47 FLRA 1004, 1018 (1993) (hereinafter, "HHS - SSA"). Where, as here, the agreement addresses procedures and appropriate arrangements for the exercise of the agency's right to conduct investigations [e.g., inter alia, Timeliness (Art. 12, Sec. 4); notice at, or before, questioning of why he/she is being questioned and/or nature of allegations (Art. 12, Sec. 6 A and B); right to union representation (Art. 12, Sec. 6 C); copy of any statement (Art. 12, Sec. 6 C); non-disclosure of information about an investigation (Art. 12, Sec, 6 D); processing disciplinary/ adverse action (Art. 12, Secs. 7 and 8); appeal rights (Art. 12, Sec. 9)] the Union's bargaining request properly was rejected because the subject matter of the request was covered by the Master Agreement. The Authority further stated in HHS - SSA, supra,

> ". . . we agree with the court in Marine Corps [Department of the Navy, Marine Corps Logistics Base, Albany, Georgia and Marine Corps Logistics Base, Barstow, California v. FLRA 962 F.2d 48 (D.C. Cir. 1992)] that the issues raised by the unions in that case involving the reassignment of four employees and the implementation of new performance standards were inseparably bound up with provisions of the extant contracts dealing with procedures and appropriate arrangements for, respectively, the detailing of employees and the establishment of performance appraisal systems." (HHS - SSA, supra, 47 FLRA at 1018).

More recently, the Authority, in Navy Resale Activity, Naval Station, Charleston, South Carolina, 49 FLRA No. 96, 49 FLRA 994 (1994)(hereinafter," Navy Resale, Charleston"), stated, in material part, as follows:

> "In SSA [47 FLRA 1004 (1993)], we set forth a framework for deciding whether an agency has a duty to bargain over an otherwise bargainable matter by determining whether the matter in dispute is contained in or covered by a provision in an existing agreement. See, for example, Sacramento Air Logistics Center, McClellan Air

Force Base, California, 47 FLRA 1242, 1244-45 (1993).

> "In SSA we stated, as relevant here, that in determining whether an agreement provision covers a matter in dispute, we will initially examine whether the matter is expressly contained in the collective bargaining agreement. If the language of the agreement provision does not expressly encompass the subject matter of the proposals, we will next determine whether the subject matter is so commonly considered an aspect of the matter set forth in the agreement that the subject is "'inseparably bound up with and . . . plainly an aspect of . . . a subject expressly covered by the contract.'" 47 FLRA at 1018 (quoting C & S Industries, Inc., 158 NLRB 454, 459 (1966)) (citation omitted). We stated that "[i]n this regard, we will determine whether the subject matter of the proposal is so commonly considered to be an aspect of the matter set forth in the provision that the negotiations are presumed to have foreclosed further bargaining over the matter, regardless of whether it is expressly articulated in the provision." Id. If so, we will conclude that the subject matter is covered by the agreement provision. In making these determinations, we will, "where possible or pertinent, examine all record evidence." Id. at 1019 (citation omitted). When it is difficult to determine whether the matter is plainly an aspect of a subject covered by the agreement, we give controlling weight to the parties' intent. If we conclude that the subject matter was not one that should have been contemplated as within the intended scope of the provision, we will find that it is not covered by that provision, and there will be a continued obligation to bargain." (49 FLRA at 1001-1002).

Here, as noted above, the Master Agreement contains provisions which address procedures and appropriate arrangements, i.e., I&I bargaining; the bargaining history further shows: discussion of under-cover operations and additional union I&I proposals; and, further the intent of the parties, although not necessary, inasmuch as the Master Agreement expressly covers the matter in dispute, is demonstrated by the long practice of the agency's use of covert cameras in conducting investigations for ten or more years before the negotiation of the Master Agreement and for twelve years under the Master Agreement in conducting

investigations with notice of the investigation required, and/or given, only at the time the employee is questioned.

2. GENERAL COUNSEL'S RELIANCE ON VA - NASHVILLE MISPLACED

General Counsel's reliance on Department of Veterans Affairs, Veterans Affairs Medical Center, Nashville, Tennessee, Case No. AT-CA-30628, OALJ 94-40 (May 6, 1994) (hereinafter, "VA - Nashville") is misplaced. First, VA-Nashville, supra, was decided on motion for summary judgment; although "covert electronic surveillance" is referred to, it is highly questionable that the cameras were to be used in true covert surveillance operations as: (a) Respondent informed the union; and (b) Respondent asserted an intention to, "install surveillance cameras in selected work places throughout the facility." Indeed, the cameras in VA - Nashville, notwithstanding reference to "covert", were, in reality, like the "overt", or open, cameras installed in the retail part of the canteen of the present case as to which the Union was given notice and opportunity to bargain (Tr. 43). Second, VA - Nashville did not involve an investigation; made no reference to the Master Agreement; and neither decided, nor purported to decide, respondent's right, pursuant to § 6(a)(1) of the Statute, to use covert cameras as an investigative technique. Consequently, I do not find VA - Nashville, supra, either on the facts involved or the questions of law involved, applicable, and I specifically decline to follow that decision in this case.

Having found that Respondent was free, pursuant to § 6 (a)(1) of the Statute, to decide its investigative techniques, and that the Master Agreement of the parties covered the subject matter of the Union's proposals and Respondent was not obligated to bargain further, U.S. Department of the Air Force 375th Combat Support Group, Scott Air Force Base, Illinois, 49 FLRA No. 130, 49 FLRA 1440 (1994), it is recommended that the Authority adopt the following,

ORDER

That the Complaint in Case No. DE-CA-40068 be, and the same is hereby, dismissed.

WILLIAM B. DEVANEY
Administrative Law Judge

Dated: Decmeber 29, 1994
Washington, DC

CERTIFICATE OF SERVICE

I hereby certify that copies of this DECISION issued by WILLIAM B. DEVANEY, Administrative Law Judge, in Case No. DE-CA-40068, were sent to the following parties in the manner indicated:

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Dated: December 29, 1994
Washington, DC