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NOTE: Where it is feasible, a syllabus (headnote) will be released, as is being done in connection with this case, at the time the opinion is issued. The syllabus constitutes no part of the opinion of the Court but has been prepared by the Reporter of Decisions for the convenience of the reader. See *United States* v. *Detroit Timber & Lumber Co.*, 200 U. S. 321, 337.

SUPREME COURT OF THE UNITED STATES

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NATIONAL AERONAUTICS AND SPACE ADMINISTRATION ET AL. *v.* FEDERAL LABOR RELATIONS AUTHORITY ET AL.

CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE ELEVENTH CIRCUIT

No. 98–369. Argued March 23, 1999– Decided June 17, 1999

The day after enacting the Inspector General Act (IGA), which created an Office of Inspector General (OIG) in the National Aeronautics and Space Administration (NASA) and other federal agencies, Congress enacted the Federal Service Labor-Management Relations Statute (FSLMRS), which, *inter alia*, permits union participation at an employee examination conducted "by a representative of the agency" if the employee believes that the examination will result in disciplinary action and requests such representation, 5 U. S. C. §7114(a)(2)(B). When NASA's OIG (NASA–OIG) began investigating a NASA employee's activities, a NASA–OIG investigator interviewed the employee and permitted, *inter alios*, the employee's union representative to attend. The union subsequently filed a charge with the Federal Labor Relations Authority (Authority), alleging that NASA and its OIG had committed an unfair labor practice when the investigator limited the union representative's participation in the interview. In ruling for the union, the Administrative Law Judge concluded that the OIG investigator was a "representative" of NASA within §7114(a)(2)(B)'s meaning, and that the investigator's behavior had violated the employee's right to union representation. On review, the Authority agreed and granted relief against both NASA and NASA–OIG. The Eleventh Circuit granted the Authority's application for enforcement of its order.

Held: A NASA–OIG investigator is a "representative" of NASA when conducting an employee examination covered by §7114(a)(2)(B). Pp. 3–17.

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(a) Contrary to NASA's and NASA–OIG's argument, ordinary tools of statutory construction, combined with the Authority's position, lead to the conclusion that the term "representative" is not limited to a representative of the "entity" that collectively bargains with the employee's union. By its terms, §7114(a)(2)(B) refers simply to representatives of "the agency," which, all agree, means NASA. The Authority's conclusion is consistent with the FSLMRS and, to the extent the statute and congressional intent are unclear, the Court may rely on the Authority's reasonable judgment. See, *e.g., Federal Employees* v. *Department of Interior*, 526 U. S. ___, ___. The Court rejects additional reasons that NASA and NASA–OIG advance for their narrow reading. Pp. 3–8.

(b) The IGA does not preclude, and in fact favors, treating OIG personnel as representatives of the agencies they are duty-bound to audit and investigate. The IGA created no central office or officer to supervise, direct, or coordinate the work of all OIGs and their respective staffs. Other than congressional committees and the President, each Inspector General has no supervisor other than the head of the agency of which the OIG is part. Congress certainly intended that the OIGs would enjoy a great deal of autonomy, but an OIG's investigative office, as contemplated by the IGA, is performed with regard to, and on behalf of, the particular agency in which it is stationed. See 5 U. S. C. App. §§2, 4(a), 6(a)(2). Any potentially divergent interests of the OIGs and their parent agencies– *e.g.*, an OIG has authority to initiate and conduct investigations and audits without interference from the agency head, §3(a)– do not make NASA–OIG any less a NASA representative when it investigates a NASA employee. Furthermore, not all OIG examinations subject to §7114(a)(2)(B) will implicate an actual or apparent conflict of interest with the rest of the agency; and in many cases honest cooperation can be expected between an OIG and agency management. Pp. 8–13.

(c) NASA's and NASA–OIG's additional policy arguments against applying §7114(a)(2)(B) to OIG investigations– that enforcing §7114(a)(2)(B) in situations similar to this case would undermine NASA–OIG's ability to maintain the confidentiality of investigations, and that the Authority has construed §7114(a)(2)(B) so broadly in other instances that it will impair NASA–OIG's ability to perform its responsibilities– are ultimately unpersuasive. It is presumed that Congress took account of the relevant policy concerns when it decided to enact the IGA and, on that statute's heels, §7114(a)(2)(B). Pp. 14–16.

(d) That the investigator in this case was acting as a NASA representative for §7114(a)(2)(B) purposes makes it appropriate to charge NASA–OIG, as well as its parent agency, with responsibility for en-

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suring that investigations are conducted in compliance with the FSLMRS. P. 17.

120 F. 3d 1208, affirmed.

STEVENS, J., delivered the opinion of the Court, in which KENNEDY, SOUTER, GINSBURG, and BREYER, JJ., joined. THOMAS, J., filed a dissenting opinion, in which REHNQUIST, C. J., and O'CONNOR and SCALIA, JJ., joined.