NATIONAL AGREEMENT

BETWEEN

THE ASSOCIATION OF ADMINISTRATIVE LAW JUDGES (AALJ), INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS (IFPTE), AFL-CIO

AND

OFFICE OF HEARINGS OPERATIONS

The effective date of this Agreement is:
August 10, 2020

Social Security Administration
Office of Labor Management and Employee Relations
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This National Agreement (Agreement) is entered into by and between the Social Security Administration/Office of Hearing Operations (hereinafter referred to as “Agency” or “OHO”) and the Association of Administrative Law Judges, International Federation of Professional and Technical Engineers, AFL-CIO & CLC (hereinafter referred to as “AALJ”).

The Parties mutually recognize that the Congress of the United States has expressed public policy concerning labor relations in the Federal Government as follows:

... the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them … safeguards the public interest … contributes to the effective conduct of public business, and … facilitates and encourages the amicable settlements of disputes between employees and their employers involving conditions of employment; and … the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government. Therefore, labor organizations and collective bargaining in the civil service are in the public interest.

Pursuant to this policy, the Parties have agreed upon the various articles hereinafter set forth. This Agreement constitutes a Collective Bargaining Agreement (CBA) between the Agency and AALJ.
ARTICLE 2

MID-CONTRACT NEGOTIATIONS

Section 1

A. The Agency recognizes that the AALJ, in accordance with law, has the right to receive timely advance notice of any changes in the conditions of bargaining unit Judges’ employment, to the extent required by 5 U.S.C. Chapter 71.

B. The Agency and the AALJ agree that it is in the interest of the Parties to expeditiously resolve bargaining issues.

C. Should a provision of any agreement negotiated pursuant to this Article be rendered invalid by appropriate authority (except the Agency head) after the effective date of this Agreement, either Party may reopen the specifically affected sections, as well as issues clearly and unmistakably bargained away as part of any agreement on the terms rendered invalid.

D. Should a provision of any agreement negotiated pursuant to this Article be rendered invalid by the Agency head after the effective date of this Agreement, either Party at its option may request reopening negotiations on the disapproved provision(s), and/or the AALJ may
Section 2

A. The Agency agrees not to unilaterally establish or change any personnel policy, practice or condition of employment that terminates or conflicts with specific terms or conditions of this Agreement.

B. However, mandatory amendments may be required after the effective date of this Agreement. In the administration of all matters covered by this Agreement, the Parties are governed by the following: existing and future laws; government-wide rules and regulations in effect on the effective date of this Agreement; SSA and OHO rules and regulations in effect on the effective date of this Agreement; and government-wide rules or regulations issued after the effective date of this Agreement. Where the terms of this Agreement conflict with government-wide rules and regulations issued after the effective date of this Agreement, the terms of this Agreement shall be controlling.

C. In such an event, the Parties shall meet within fifteen workdays after receipt of a written request from either Party for the purpose of negotiating those amendments to the agreement required to bring this Agreement into conformity with new laws or the changes in existing laws.
D. The Parties shall agree on mutually satisfactory arrangements for the conduct of these required negotiations. Where they cannot agree, these negotiations shall be conducted in accordance with the ground rules described below for normal mid contract negotiations. Amendments resulting from these negotiations shall be effective upon signing by the Parties.

Section 3 – Notice Obligation

A. The Agency further agrees not to unilaterally establish or change any personnel policy, practice, or condition of employment not specified by this Agreement, except as provided by this section, or by law. The Agency shall provide the AALJ with reasonable advance notice (but normally not less than ten workdays) of intended changes in terms and conditions of bargaining unit member’s employment. The AALJ shall have ten work days in which to invoke its right to negotiate over the requested change by submitting written notice of its intent to do so. The AALJ shall not be required to submit written proposals in advance of the start of the bargaining period, but agrees to make good faith efforts to submit proposals, in part or in whole, prior to arriving at the bargaining site, whenever practicable. The Parties may mutually agree to waive the above constraints.

The notice shall include the following:

Article 2
1. A description of the desired change;

2. An explanation of how this change shall be implemented;

3. An explanation of why the proposed change is necessary;

4. The proposed implementation date, if known; and,

5. The identity of the Agency’s representative.

B. The Agency shall provide notice of Agency-initiated changes to the AALJ President or designee.

C. Both Parties agree that officials of SSA/OHO and the AALJ at levels lower than the national level do not have authority to negotiate agreements that conflict with this National Agreement.

Section 4 – Bargaining Location and Logistics

A. Negotiations shall take place by technology.
B. Negotiations shall be conducted during the regular administrative workday of the office
where negotiations are taking place or as mutually determined by the Parties when
negotiations are conducted by technology.

C. A Judge representing the AALJ under this Article shall be authorized time for such
purposes during the time the Judge would otherwise be in a duty status, in accordance with
Article 9. The bargaining teams shall be limited to two members for each Party unless the
Parties mutually agree otherwise. The number of Judges for whom time in accordance with
Article 9 is authorized under this section shall not exceed the number of individuals
designated as representing the Agency for such purposes. The Parties recognize that from
time-to-time the bargaining teams can mutually agree to include briefings or special
representatives to facilitate negotiations.

D. Each Party shall bear its own cost for any travel and related expenses for negotiators
throughout the bargaining process including any mediation and/or impasse proceedings.

E. The Agency shall provide the AALJ negotiating team with customary and routine services
such as office supplies and access to a personal computer, printer, e-mail, telephone,
facsimile machine, and photocopy equipment.

F. Negotiations shall commence on a mutually agreeable date. Absent such mutual
agreement, negotiations shall commence on the twentieth calendar day after the Agency
Article 2
received the AALJ’s request to negotiate (if a workday, otherwise the next succeeding workday).

Section 5 – Impasse

Upon reaching impasse in negotiations conducted under this Article, either Party can file a Request for Assistance from the Federal Service Impasses Panel and may request binding interest arbitration. If such a request is timely filed, the Agency shall postpone the implementation of any change until the impasse is resolved, except where the implementation is otherwise permitted by law. The Agency retains the right to implement its last, best, and final offer in the event the AALJ fails to seek timely assistance from the Federal Service Impasses Panel.

Section 6

If any provision of this Agreement conflicts with a newly passed statute, either Party may reopen that provision for the limited purpose of implementing the newly passed statute.

Article 2
ARTICLE 3

MANAGEMENT RIGHTS

Management rights, as defined in this Article, are consistent with 5 U.S.C. §7106 and other applicable laws.

Section 1

Subject to Section 2 of this Article, nothing in this Agreement shall affect the authority of any management official of the Agency:

A. To determine the mission, budget, organization, numbers of employees, and internal security practices of the Agency; and

B. In accordance with applicable laws:

1. To hire, assign, direct, layoff, and retain employees in the Agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

Article 3
2. To assign work, make determinations with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted;

3. With respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or any other appropriate source; and

4. To take whatever actions may be necessary to carry out the Agency’s mission during emergencies.

Section 2

Nothing in this section shall preclude any Agency and any labor organization from negotiating:

A. At the election of the Agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

B. Procedures which management officials of the Agency will observe in exercising any authority under this section; or
C. Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.
ARTICLE 4

RECOGNITION

The Social Security Administration, Office of Disability Adjudication and Review, now called Office of Hearing Operations, (SSA/OHO) recognizes the Association of Administrative Law Judges, International Federation of Professional and Technical Engineers, AFL-CIO (AALJ) as the exclusive representative of all full-time and part-time Administrative Law Judges (ALJs), of the Office of Disability Adjudication and Review (now called Office of Hearing Operations), Social Security Administration, nationwide, and excluding management officials, supervisors, nonprofessional employees, non-ALJ professional employees, Chief Administrative Law Judges and Administrative Law Judges of the Falls Church, Virginia; Albuquerque, New Mexico; Baltimore, Maryland; Chicago, Illinois; and St. Louis, Missouri National Hearing Centers, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (5), (6), and (7), as set forth in certification number WA-RP-90079 dated October 1, 1999, and pursuant to the Clarification of Unit, Case No’s WA-RP-09-0057, dated July 9, 2010 and WA-RP-11-0022, dated May 9, 2012.
ARTICLE 6

AALJ RIGHTS

Section 1

Consistent with 5 U.S.C. §7114(a)(2)(A), the AALJ will be afforded an opportunity to be represented at any formal discussion between one or more representatives of the Agency and one or more Judges or their representatives concerning (a) any grievance or (b) any personnel policy or practice or other general condition of employment. For discussions with Judges concerning grievances, the Agency official intending to hold such a discussion will provide the appropriate AALJ representative with reasonable advance notice of the discussion. For formal discussions dealing with matters other than grievances, the AALJ will be given advance notice of the meeting by contacting the AALJ President or designee, when practicable, at least two workdays in advance of the discussion.

Section 2

At those meetings where the AALJ is represented, the attendance of the AALJ Representative will be acknowledged by the Agency official at the start of the meeting. Furthermore, the Agency will permit the AALJ Representative to ask questions, and to present a brief statement
before the end of the meeting outlining the AALJ position concerning the issues. The Agency will provide advanced notice of issues to be discussed during the meeting.

Section 3

The AALJ may refuse to represent non-members in matters outside the contract, e.g., statutory appeals, adverse actions, or EEO complaints.
ARTICLE 7

JUDICIAL TRAINING AND EDUCATION

Section 1

A. Judicial excellence is the cornerstone of due process hearing adjudications. Judicial education is essential for Judges to maintain the knowledge, skills, and abilities required to carry out their adjudicatory function.

B. Recognizing this need, the AALJ President will appoint a representative to provide input and advice by technology to the Agency’s training cadre.

Section 2 – AALJ Education Conference

The AALJ will notify the Agency of the dates of its Conference not less than 180 days prior to the first day of the Conference.
ARTICLE 8

AALJ USE OF AGENCY’S EQUIPMENT

Section 1

A. The Agency will make telephones, facsimile machines, e-mail, photocopy machines, computers, internet, printers, and scanners, if scanners are available in the office, available to the AALJ. The AALJ will be responsible for all mail usage costs, with the exception of a response to Agency correspondence which requires a response by mail. The AALJ’s access to, and use of, Agency equipment must comply with applicable government-wide and Agency policies and guidelines.

B. The AALJ may have reasonable use of the above-listed equipment for the purpose of preparing for or effectuating labor-management relations, or any other purpose for which time in accordance with Article 9 is permitted under this Agreement.

C. The Agency’s above-listed equipment may not be used to conduct internal union business (e.g., union elections).
D. The Parties agree that persons using the above-listed equipment on behalf of the AALJ shall be on non-duty time or time in accordance with Article 9, and shall not impede the work of the Agency.

E. The AALJ may not use any Agency personnel, who are on duty status for the Agency, for any AALJ business.

Section 2

A. It is recognized that an e-mail transmission with large numbers of addressees could affect the Agency’s systems performance. Therefore, the AALJ agrees that a message will not be transmitted to more than one-hundred recipients at one time during the business day. Transmissions larger than six megabytes (MB) in size or with more than one-hundred addresses are subject to the same scheduling approval by the Agency as for any other internal user and approval shall not be unreasonably denied. To reduce the chance of computer virus contamination, there will be no transmission of executable (.exe) files as attachments through the Agency’s e-mail system.

B. The AALJ’s National Officers and Regional Vice-Presidents shall be permitted to use privately owned personal computers or office equipment on Agency property, except that these privately owned personal computers and office equipment cannot be connected in any way with any of the Agency’s equipment or its computer system.

Article 8
1. The placement of such equipment shall be reviewed by local office management in order to assure employee safety (e.g., that the office’s electrical service is not overloaded). The Agency agrees to address any overload conditions on a case-by-case basis.

2. The Agency will not be held responsible for loss, damage, or theft of such privately owned equipment while in government-owned or leased property.

C. AALJ representatives conducting union business in Agency facilities may use their personal or union computer and printer/scanner, but may not connect this equipment to any Agency equipment, Agency internet, or Agency systems, consistent with applicable Agency policy.
ARTICLE 10

GRIEVANCE PROCEDURE

The grievance procedure is pursuant to the Federal Service Labor-Management Relations Statute (FSLMRS), subchapter III, 5 U.S.C. §7121, et. seq.

Section 1

In the interest of harmonious and effective performance of the Agency mission, the Social Security Administration, Office of Hearings Operations and the AALJ recognize the importance of prompt and equitable disposition of any grievance at the lowest organizational level possible under the procedures of maximum informality and flexibility. The AALJ, or any Judge, or the Agency shall have the right to present a grievance and have it promptly considered on its merits. The initiation of a grievance by any Judge(s) shall not cast any adverse reflection on his or her standing as an Administrative Law Judge.

Section 2

A grievance is any complaint:
A. By any Judge concerning any matter relating to the employment of the Judge;

B. By the AALJ concerning any matter relating to the employment of any Judge; or,

C. By any Judge, the AALJ, or the Agency concerning:

1. The effect or interpretation, or a claim of a breach, of this Agreement; or

2. Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 3

The AALJ has the right to file, as a grievance under this contract, any alleged unfair labor practices (ULP). When it does so, however, it waives its right to file an unfair labor practice charge over the same issue with the appropriate authorities under law and regulation.

Section 4 – Right to Grieve

A. The AALJ has a right on its own behalf or on behalf of any Judge in the bargaining unit to present and process grievances. Any Judge covered by this Agreement has a right to present his or her own grievance. The AALJ has a right to be present during any discussion of the

Article 10
grievance between the grievant and the Agency. Any grievance not satisfactorily settled under the negotiated grievance procedure set forth below shall be subject to binding arbitration, which may be invoked by the AALJ or the Agency.

1. As provided by 5 U.S.C. §7121(b)(2)(A), the provisions of this negotiated grievance procedure which result in binding arbitration shall, to the extent that an alleged prohibited personnel practice is involved, allow the arbitrator to order:

   a. A stay of any personnel action in a manner similar to the manner described in 5 U.S.C. §1221(c) with respect to the Merit Systems Protection Board (MSPB); and

   b. The taking, by an Agency, of any disciplinary action identified under 5 U.S.C. §1215(a)(3) that is otherwise within the authority of such Agency to take.

Section 5 – Exclusions from Grievance Procedure

A. In addition to any grievance prohibited by 5 U.S.C. §7121(c), grievances on the following matters are excluded from the scope of this procedure:
1. The content of 5 C.F.R. §930, subpart B, or as later amended, over which the Agency has no control;

2. Any matter within the original jurisdiction of the Merit Systems Protection Board (MSPB). The Parties acknowledge that the MSPB has been granted original exclusive jurisdiction regarding certain personnel actions, which include any action brought by the Agency against a Judge (pursuant to 5 U.S.C. §1204 and §7521);

3. Non-selection for promotions, within the same agency from a group of properly ranked and certified candidates;

4. Termination of an allotment of union dues under the terms of this Agreement;

5. The content of published Agency policy (which does not include grievances over procedures and appropriate arrangements bargaining to the extent required by 5 U.S.C. Chapter 71);

6. Adjudication of claims, the jurisdiction over which is reserved by Statute and/or regulation to another Department, such as, but not limited to, Department of Labor determinations on workers compensation; and

Article 10
7. Actions taken by the Agency required by lawful court order (i.e., garnishment of wages for indebtedness or child support), or actions that can be adjudicated in an Agency alternate venue, (i.e. overpayment actions).

B. The Parties acknowledge that this grievance procedure neither expands nor contracts the jurisdiction of the Merit Systems Protection Board as provided by law.

C. Nothing in this Article is intended to limit the arbitrator’s authority to determine questions of arbitrability and grievability.

D. A Judge has the option of filing a complaint under the negotiated grievance procedure or under the Agency’s EEO complaint procedure, but not both. For the purpose of this Article and pursuant to 5 U.S.C. §7121, a Judge shall be deemed to have exercised their option at such time as the Judge timely initiates an action under the applicable statutory procedure or the Judge/AALJ timely files a grievance in writing in accordance with the provision of this procedure, whichever occurs first.

Section 6

A. A grieving party may be a Judge, the AALJ, or the Agency. Any Judge or group of Judges may present such grievances to the Agency and have them settled, without the intervention of the AALJ, as long as the settlement of the grievance is not inconsistent with the terms of Article 10.
of this Agreement, and the AALJ has been given an opportunity to be present at any
meeting with the grievant regarding settlement of the grievance. However, a Judge may
not be represented in the processing of a grievance by a representative other than the AALJ,
including a Judge’s private attorney. A Judge or group of Judges grieving without the
intervention of the AALJ must follow the negotiated grievance procedure.

B. When a Judge files a grievance and does not designate the AALJ as their representative,
the Agency shall send a copy of the grievance filed, and the answers issued at each step, to
an AALJ designated electronic mailbox.

Section 7 – Grievance Procedure

The grievance shall be filed at the Step at which the subject matter of the grievance arose. In the
event that the grievant or the AALJ wants an oral presentation at any Step, such request must be
in writing in that Step of the grievance at the time of submission, or the right to an oral presentation
is waived. Grievances must be submitted by electronic mail and will be considered delivered on
the date of transmission.

A. The grievance procedure shall consist of the following steps:

STEP ONE. Any Judge may refer a grievance to the AALJ if he or she desires. The grievance will
be written and signed by the Judge or his or her representative. At Step One in accordance with

Article 10
this Article, a grievance is submitted to the Judge’s Hearing Office Chief Administrative Law Judge (HOCALJ) or Acting HOCALJ and Regional Chief Administrative Law Judge (RCALJ) or designee by electronic mail. The grievance must be received by the HOCALJ or their Acting HOCALJ and RCALJ by electronic mail, submitted within thirty-five working days following the date on which the Judge or AALJ knew or should have known of the facts giving rise to the grievance. When the basis for the grievance is a continuing practice or condition then the grievance can be filed at any time. The grievant or their representative may request an oral presentation in the grievance. If requested, the oral presentation will take place within five working days following the date the grievance was received unless the parties mutually agree otherwise. Within twenty working days from the date on which the Step One grievance was received or the oral presentation was made, the RCALJ, Acting RCALJ or designee will electronically issue a signed Step One answer.

The written grievance shall include:

1. The name and hearing office of the Judge;
2. State with particularity the issue and the grounds for the grievance, including, any law, rule or regulation or CBA provision violated, if known;
3. The corrective action requested and the reasons for such action; and,

Article 10
4. The name of the designated representative, if any.

STEP TWO. Absent resolution of the grievance at Step One, the Judge and/or his or her representative may present the grievance at Step Two. The Step Two grievance must be in writing and signed by the Judge or their representative, and an electronic submission must be sent to the Chief Administrative Law Judge (CALJ) or designee, within twenty-five working days of the issuance of the Step One answer. The grievant or their representative may request an oral presentation in the second step grievance. If requested, the oral presentation will take place within five working days following the date the grievance was received at the second step unless the parties mutually agree otherwise. Within thirty working days from the date on which the Step Two grievance was received or the oral presentation was made, the CALJ or designee will electronically issue a signed Step Two answer. Agency actions made at the National level may be initially grieved at the Step Two level.

Failure on the part of the Agency to meet any of the time requirements of this procedure will permit the grievance to advance to the next step upon written initiation by the Judge and AALJ.

Section 8 – Agency Grievances

A. Agency grievances must be filed within twenty working days of the date the Agency knew or should have known about the matter, unless the matter is a continuing practice or condition, which may be filed at any time.
B. Where the Agency elects to file a grievance pursuant to this Article, such grievance must be submitted by electronic mail to the President of the AALJ or designee and will be considered delivered on the date of transmission. The AALJ President or designee shall, within thirty workdays after receipt of such grievance, issue a written answer addressed to the CALJ or designee who signed the grievance.

Section 9

A. Nothing herein should be deemed as foreclosing the AALJ and the Agency from attempting to settle the grievance without using the foregoing formal grievance procedure.

B. Any of the foregoing time requirements can be extended by mutual written consent of all Parties.

C. All correspondence between the Parties for grievance and arbitration processing shall be by electronic mail. When a grievance is filed, it must be sent to the electronic mailbox for the appropriate grievance official. If the electronic mailbox is full or otherwise inoperable, the time limits for filing will be extended by five working days. Time limits under this Article shall commence on the date of e-mailing.

Section 10

Article 10
Telephonic or video teleconference presentations/representations will be used to the maximum extent possible.

Section 11 – Communication

Following the issuance of the final Step answer, all further official communication and/or correspondence concerning the grievance shall be between appropriate Agency officials and the AALJ President or designee.
ARTICLE 11

ARBITRATION PROCEDURES

Section 1 – Timeliness

If the answer at the final Step of the grievance procedure does not resolve the grievance, only the
AALJ or the Agency may refer the grievance to arbitration by e-mailing notice to the other party
within thirty working days after delivery of the final Step answer. If the Agency fails to issue an
answer at the final Step of the grievance procedure, or fails to deliver the answer to the AALJ, the
Agency or the AALJ has fifteen calendar days from the date the final step decision was due to
invoke arbitration. If the grieving party fails to timely invoke arbitration, the grievance terminates
and the right to invoke arbitration is waived.

Section 2 – Selection of Arbitrator

A. Upon referral of a grievance to arbitration, the AALJ or the Agency may request the Federal
Mediation and Conciliation Service (FMCS) to submit a list of five arbitrators having
federal sector experience. The Party requesting the list of arbitrators shall pay the fee
charged by the FMCS for production of the list. Within eleven working days following
receipt of the FMCS list, the Parties will consult in an attempt to mutually agree upon an
arbitrator from that list. The Parties may also mutually agree to ask for an alternate or

Article 11
second list from FMCS to be paid for by the requesting Party. If the Parties cannot agree upon one of the arbitrators, they shall alternately cross off one name at a time until one arbitrator remains who shall then be the arbitrator selected by the Parties. This striking process shall be completed by the eleventh working day. The obligation to be the first to cross off the name of an arbitrator shall be determined by coin toss; the Party losing the coin toss shall strike first. If the invoking Party does not request a list of arbitrators from the FMCS within thirty calendar days of invocation, the invocation of the arbitration is considered withdrawn.

B. To the extent available, these arbitrators will be from the local work site metropolitan area for grievances arising at that level, or the metropolitan area of the regional office for grievances arising at the regional level, or the Washington, D.C., metropolitan area for grievances arising at the national level. To the extent possible, arbitration will be held in hearing offices, regional offices, or OHO headquarters in the location where the grievance was filed. If holding the arbitration in a hearing office, regional office, or OHO headquarters is precluded by business necessity, other federal government controlled property at or near the city where the grievance was filed may be used if the Parties mutually agree to use the same. The Parties may agree to hold the arbitration elsewhere.

Section 3 – Consolidation

Article 11
The Parties may mutually agree to consolidate grievances or arbitrations containing substantially common issues of law or fact. The Parties will endeavor to accomplish any mutually agreed upon consolidation five days after a grievance has been referred to arbitration. Grievances consolidated at any step of the negotiated grievance procedure will remain consolidated for arbitration.

Section 4 – Time for Award

The arbitrator will be requested by the Parties to render their award as soon as possible, but no later than sixty calendar days after the closing of the record unless the Parties agree otherwise.

Section 5

The arbitrator is bound by applicable law. Further, the arbitrator shall have no authority to alter the terms of this Agreement.

Section 6

The decision of the arbitrator will be final and binding on the Parties, subject to the right of appeal set forth in 5 U.S.C. §7122.

Section 7

Article 11
Should either Party refuse to participate in arbitration, the other Party may unilaterally employ an arbitrator and present the case to the arbitrator. The arbitrator will have the authority to render a decision. At least ten workdays before an arbitrator is contacted by a Party under this Section, that Party will send written notice to the Party refusing to participate in arbitration of its intention to contact an arbitrator. Payment of the arbitrator under this Section shall be governed by the provisions of Section 8 of this Article.

Section 8 - Payment

A. The AALJ and the Agency will share the arbitrator’s fees and expenses equally, and the cost, if any, of a mutually agreed upon hearing facility if government space is not available.

B. A transcript of the proceedings will be made unless the AALJ and the Agency mutually agree that one is not needed. The cost of the transcript will be shared equally. If one Party does not want to share the cost of a transcript, the other Party can make arrangements to obtain and pay for a transcript and will not be required to provide a copy to the dissenting Party.

C. The AALJ will pay all costs for its representative, witnesses, and grievant or lead grievant. Judges who are grievants and witnesses in arbitration proceedings will receive a reasonable amount of duty time to prepare for and to attend the proceeding. Each Party bears its own costs of travel for preparation meetings.
D. In the event either Party requests the cancellation or postponement of a scheduled arbitration proceeding which causes an arbitrator to impose a cancellation or postponement fee, the Party requesting such cancellation or postponement shall bear the full cost of the cancellation/postponement fee. In the event one Party requests a postponement and the other Party does not oppose the postponement but does not agree, the requesting Party pays the full cost of the postponement fee if the arbitrator assesses a fee. In the event that the Parties mutually agree to settle or postpone the arbitration during the period of time in which the arbitrator will charge a cancellation/postponement fee, the Parties will equally bear the cost of the fee, unless the Parties agree otherwise.

Section 9

A. Disputes over the grievability or arbitrability of a grievance shall be submitted to the arbitrator as a threshold issue in the dispute. Grievability and arbitrability are preliminary questions that must be resolved at the earliest stage of the process. Arbitrators must attempt to resolve this issue at the earliest possible date so that the parties do not waste resources preparing for their entire case before knowing whether the case is indeed arbitrable. Therefore, when there is a dispute over grievability or arbitrability of any issue, the arbitrator:

1. may request written briefs on the matter in dispute from all parties;
2. may arrange the taking of evidence as part of a pre-hearing session, (via technology only unless otherwise mutually agreed upon) in the event of factual disputes which must be resolved to decide the request;

3. shall issue a written decision before setting the date for the merits arbitration hearing; and

4. shall not hold the arbitration hearing if the arbitrator decides that the grievance is not arbitrable or grievable.

If a Party does not raise a threshold issue prior to scheduling the merits arbitration hearing, any threshold issue raised thereafter will be heard on, or prior to, the day of the hearing. However, if a Party raises a threshold issue less than twenty-one days prior to the arbitration hearing and a fee results from postponement or cancellation of the hearing, the Party raising the threshold issue will pay such fee.

B. In the event a threshold issue is raised and resolved prior scheduling the merits arbitration hearing, if the raising Party is not successful on any threshold issues, the raising Party will bear the full cost of raising and resolving the threshold issues.
C. Nothing in this section alters the sunset provisions in section 12 of this Article.

Section 10 – Expedited Arbitration Procedures

A. This expedited arbitration procedure is for the exclusive purpose of expeditiously resolving disputes concerning the denial of use of time in accordance with Article 9. Within ten working days of a Step two decision on a grievance challenging denial of the use of time in accordance with Article 9, the AALJ must invoke arbitration. Within five working days, the AALJ will request five arbitrator names from FMCS. Within five working days following receipt of the FMCS list, the Parties will proceed with the strike and selection process outlined in Section 1.B of this Article. The arbitration will be scheduled as soon as possible, but no later than two months after the date of the invocation. The arbitration proceedings will only be by technology, and normally will not take more than one business day (with each Party having up to three hours to present its case). A transcript of the proceedings will be made unless the AALJ and the Agency mutually agree that one is not needed. The cost of the transcript will be shared equally. If one Party does not want to share the cost of a transcript, the other Party can make arrangements to obtain and pay for a transcript and will not be required to provide a copy to the dissenting Party. Within fifteen working days the Arbitrator will issue the decision.

Section 11 – Sunset Provisions

Article 11
A. In the event the Parties fail to contact, schedule, and participate in the arbitration merits hearing within twelve months of the date of invocation, the grievance will sunset (be considered dismissed with prejudice). If the Agency requests a postponement after the hearing is scheduled or the arbitrator informs the Parties that they are unavailable after the matter is scheduled, the sunset will be extended by ninety calendar days.

B. No later than thirty calendar days prior to any arbitration hearing, including a hearing on threshold issues, the Parties will exchange lists of proposed witnesses. If a Party fails to provide its witness list, the opposing Party will remind the Party in writing of its obligation to do so. If after being reminded to provide its witness list a Party fails to do so within five work days or prior to fifteen calendar days before the hearing, whichever is later, the Party that fails to provide its witness list will be prohibited from presenting witnesses at the hearing. In addition, thirty calendar days prior to the hearing, the Parties will arrange for a pre-hearing conference, with or without the arbitrator, to consider possible settlement and means of expediting the hearing. The Parties shall attempt to reduce the issues to writing, stipulate facts, outline intended offers of proof, authenticate proposed exhibits, and waive the use of a transcript.

C. The Parties will cooperate in agreeing upon arbitration dates in an effort to resolve the dispute expeditiously.

Section 12

Article 11
All time limits in this Article may be extended by written mutual agreement of the Parties.
ARTICLE 12

DUES WITHHOLDING

Section 1 – Eligibility

This Article is for the purpose of permitting eligible Judges who are members of the AALJ to pay dues through the authorization of voluntary allotments from their compensation. This Article covers all eligible Judges:

A. Who are members in good standing in the AALJ;

B. Who have voluntarily completed Standard Form 1187 (SF-1187), or its equivalent, Request for Payroll Deduction for Labor Organization Dues; and

C. Who receive compensation sufficient to cover the total amount of the allotment.

Section 2 – Dues Withholding

The AALJ agrees to:

Article 12
A. Inform and educate Judges of the voluntary nature of the system for the allotment of labor
organization dues, including conditions under which the allotment may be revoked.

B. Purchase and distribute to Judges SF-1187s or its equivalent.

C. Complete Section A of SF-1187, or its equivalent, and keep the Office of Labor
Management and Employee Relations (OLMER) or other subsequently designated
servicing office informed of any changes in this information:

1. Forward properly executed and certified SF-1187, or its equivalent, to OLMER or other
   subsequently designated servicing office on a timely basis (signed and dated by an
   authorized AALJ official).

2. Inform the OLMER or other subsequently designated servicing office of the name of
   any Judge who has been expelled or ceases to be a member in good standing in the
   AALJ within fifteen days of the date of the final determination.

3. Inform the OLMER or other subsequently designated servicing office of any change in
   the schedule of membership dues.

4. The AALJ President shall provide in writing to the OLMER or other subsequently
   designated servicing office the name and title of the AALJ officials authorized to

Article 12
complete Section A of the completed SF-1187, or its equivalent, and shall inform the
OLMER or other subsequently designated servicing office LRO, in writing, when such
officials are changed.

D. The AALJ President must designate one recipient of the biweekly Department of the
Interior Reconciliation Report. This individual must have a valid SSA email address.

Section 3- Agency Responsibilities

The Agency agrees:

A. To deduct and process voluntary allotments of dues in accordance with this Agreement.

B. To withhold authorized dues on a biweekly basis at no cost to the AALJ or the Judge.

C. Upon receipt of a properly certified SF-1187, or its equivalent, to date stamp the form and
transmit within the pay period of its receipt.

D. To notify the Judge and the AALJ President or designee when a Judge is not eligible to
enroll in the automatic dues withholding program because they are not included under the
recognition clause in the appropriate exclusively recognized bargaining unit upon which
the Agreement is based.
E. To withhold new amounts of dues upon certification from the AALJ President so long as the amount has not been changed during the past twelve months; provided, however, changes in withholding may be more frequent than once every twelve months when changes in a member’s salary is attributable to cost of living adjustments (COLAs).

F. To prepare remittances and reports as follows:

1. Transmit to the AALJ President or designee the total amount deducted for all Judges and total amount remitted to the AALJ.

2. Remit collected amounts to the institution designated by the Association of Administrative Law Judges.

3. Upon request, a report shall be provided to the AALJ President or designee with the following information:

   a. The Judges’ names in alphabetical order by last name;

   b. Amount withheld;

   c. Separated Judges;
d. New allotments;

e. Revocations of Judges’ dues withholding; and

f. No deductions because the Judges’ compensation was insufficient to permit a deduction.

5. Upon request, the Agency will provide the AALJ President or designee the names of newly appointed HOCALJs and the names of the Judges that have vacated the HOCALJ position.

G. The Agency has the discretion to automate the processes described in this Article.

Section 4 – Effective Dates

The effective dates for actions under this Agreement are as follows:

A. Dues shall be withheld beginning the first full withholding pay period after the date of acceptance of SF-1187 or its equivalent.
B. Any change in the amount of dues to be withheld shall begin with the first full pay period designated by the AALJ President in a notice provided to the Agency. This notice shall be provided no less than thirty days prior to the designated pay period.

C. Termination due to loss of membership in good standing shall begin the first pay period following loss of recognition in good standing.

D. Termination due to separation or movement outside of bargaining unit shall begin the first pay period after electronic system acceptance of notification.

Section 5 – Revocation by Judge

It is the responsibility of the Judge to notify the OLMER or other subsequently designated servicing office, in writing, when the Judge is reassigned, promoted or transferred out of the bargaining unit and the Agency will notify the payroll provider. To effect a revocation, a Judge must submit a properly completed SF-1188 or its equivalent or a written request containing the Judge’s name, Social Security Number, timekeeper number, and work location to the OLMER or other designated servicing office. Requests for revocation of dues allotments may be submitted at any time.
For Judges who submitted a properly completed SF-1187 prior to August 10, 2020, all requests to revoke dues withholding received prior to March 1 shall be effective on the first full pay period on or after March 1. Requests received after March 1 shall be held until the following March 1.

For Judges who initiate dues withholding by submitting a properly completed SF-1187 on or after August 10, 2020, all requests to revoke dues (after completion of the initial one year dues withholding period) will be effective the first full pay period after Agency receipt of a properly completed SF-1188.
ARTICLE 16

TEMPORARY CHANGES IN REGULAR JUDICIAL ASSIGNMENT

Section 1 – Non-Service Area Dockets

OHO will select Judges for non-service area dockets in a fair and equitable manner.

Section 2 – Vacancy in HOCALJ/RCALJ/CALJ/DCALJ Positions

OHO shall continue its practice of posting notices to all Judges of vacancies in the positions of Hearing Office Chief Administrative Law Judge (HOCALJ), Regional Chief Administrative Law Judge (RCALJ), Chief Administrative Law Judge (CALJ), and Deputy Chief Administrative Law Judge (DCALJ). Any Judge interested in serving as Acting HOCALJ should express such interest to their HOCALJ.
ARTICLE 17

REASONABLE ACCOMMODATION

A Judge’s physical or mental impairment may be an appropriate basis for job restructuring and part-time work or modified work schedules pursuant to the Rehabilitation Act of 1973, as amended (29 U.S.C. §791 et seq.) and 29 C.F.R §1630.2.

Requests for reasonable accommodation shall be processed in accordance with applicable law, and regulation. Approval or denial of a request for a reasonable accommodation shall be made in accordance with law and regulations.

The Agency will provide the AALJ an annual report of the number of reasonable accommodation requests made by Judges, and if the accommodations were granted or denied. The report will have no personal identifiers and will not include the location of the Judge’s duty station.
ARTICLE 19

TRAVEL AND TRANSPORTATION

Judges may be required to travel on behalf of the Agency. To provide for a uniform policy and procedure that shall apply to all Judges, the following provisions shall apply when a Judge is required to travel, consistent with law, government-wide rules and regulations, and Agency policies.

Section 1

A. The Agency shall follow the travel rules and regulations established by the General Services Administration pursuant to 5 U.S.C. §5701 et seq. and 41 C.F.R. Chapters 300-304. Provided, however, that Agency travel regulations and/or policy shall be applied if the same is more advantageous to the Judge as the traveler. All travel approval shall be pursuant to applicable law, the Agency’s rules, regulations and policy.

B. The period of entitlement to travel expenses begins when a Judge leaves on official business from the home, permanent duty station, or other authorized point of departure, and ends when a Judge returns to the home, permanent duty station or other authorized point at the conclusion of the trip.
C. Applicable law shall govern whether a Judge in travel status is covered by the Federal Employees’ Compensation Act.

Section 2

A. Common carrier travel (air, rail, or bus) will generally result in the most efficient use of energy resources, lowest cost, and most expeditious performance of travel. Other methods of transportation may be authorized as advantageous only when the use of common carrier transportation would seriously interfere with the performance of official business, impose an undue hardship on the traveler, or when the total cost by common carrier exceeds the cost by another method of transportation.

B. When a common carrier is employed as the principal mode of travel, a government contract rental car should be authorized for official business if the Judge has submitted an advance written request for a government contract rental car setting forth the need for a government contract rental car, and:

1. the Judge has to transport case files, recording equipment or other government property that is too bulky to carry on the person and makes using taxi service impracticable; or

2. the travel is to an area where taxi service is not reasonably available; or

Article 19
3. when use of a government contract rental car is more economical than other modes of transportation (e.g., the cost of taxi service to and from the airport, from the hotel to the hearing site, to and from locations where meals are taken where the nature and location of work at the temporary duty station is such that suitable meals cannot be obtained there exceeds the cost of a rental car).

C. When travel by privately owned vehicle (POV) is of equal or lower cost than travel by common carrier, use of a POV may be authorized. However, no Judge shall be required to use a POV for government travel. A Judge shall be compensated for the use of an authorized POV according to the Federal Travel Regulations.

D. In accordance with 41 C.F.R. §301-50.3, Judges are required to use the Agency’s E-Gov Travel Service, Federal Travel Management Service (TMS) (SSA’s TMS currently is CWTSatoTravel), or subsequent travel reservation service, to make all authorized travel arrangements (e.g., lodging, air/rail transportation tickets and rental vehicles) for official travel. A Judge must use their Government contractor-issued travel charge card for all authorized official travel expenses and for making authorized ATM withdrawals approved by the Judge’s travel authorizing official (e.g., transportation tickets, lodgings, car rentals).

It is understood that the travel card is to be used for official purposes only and may only be used in conjunction with official government travel. It is recognized by the Agency that

Article 19
the lodging receipt may contain miscellaneous discretionary expenses that are not authorized for reimbursement under the travel authorization. The Agency has decided that if the lodging facility will not separate such expenses so that the Judge may use a personal credit card, or other means of payment, such charges are permitted to be paid using the government-contractor issued travel card.

F. Post Approval for Actual Expenses. Reimbursement for actual expenses allowable under law and/or government-wide rules and regulations may be authorized on a post approval basis if the Judge can justify that prudent expenses required by the ordered travel exceeds (as defined by Agency guidelines) the prescribed per diem rate. This provision applies only to travel involving assignments of thirty calendar days or less.

G. While Judges are assigned to duty away from their official duty station, they may elect to return home during non-workdays or non-work hours. In such cases, the Judge shall be reimbursed for travel expenses not to exceed the amount reimbursable had the Judge remained at the temporary duty station. However, if there is a personal or family emergency, such as the death or serious illness of a member of the traveling Judge’s family (e.g., spouse or domestic partner, and parents thereof; children, including adopted children, and spouses thereof; grandchildren; parents; brothers and sisters, and spouses thereof; and any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship); or a catastrophic occurrence or impending natural disaster, such as fire or flood, which directly affects the traveling Judge’s home, requiring
the Judge to return home, the Agency shall pay reasonable costs (including transportation and per diem) for the traveling Judge's return trip to his or her official duty station consistent with Federal Travel Regulations and other applicable law and regulation.

H. When a Judge in travel status is injured or becomes ill, the Agency shall reimburse the Judge for expenses incurred in returning to the Judge’s official duty station, consistent with Federal Travel Regulations and other applicable law and regulation.

I. A Judge’s travel claim must be submitted within five working days after completion of the trip or period of travel. The Agency shall process all claims for travel expenses as expeditiously as possible.

J. Reasonable periods of time spent by a traveling Judge during regular duty hours to make emergency repairs or refueling a vehicle used to conduct government business shall be considered duty time.

K. OHO has decided that an approved travel docket should, upon request of the traveling Judge, include a reasonable amount of time for the Judge to pick up and return a government owned vehicle or a rental vehicle obtained under the government-wide motor vehicle rental program.
L. A Judge is accountable for government documents and property in his or her possession and/or custody. Judges exercising reasonable care will not be held responsible for documents or property damaged, lost, or stolen from their possession and/or custody.

Section 3 – Mass Transportation Subsidy

The Agency may provide a public transportation subsidy program for bargaining unit Judges subject to the availability of funds.

Judges eligible to participate in the agency transportation subsidy program, which will be in accordance with government-wide rules and regulations, may receive a subsidy not to exceed the amount of their actual monthly commuting expenses, up to the maximum amount authorized by regulations.
ARTICLE 21

RECORDS

Section 1

A. The collection, maintenance, retention, and retrieval of Agency records on Judges shall be in accordance with law, government-wide rules, regulations, and this Agreement.

B. Personal notes or diaries (i.e., memory joggers) pertaining to a Judge but not qualifying as a system of records under the Privacy Act may only be kept and maintained for the personal use of the management official who wrote them. A memory jogger is:

1. retained as a memory aid by the supervisor;

2. or the supervisor’s personal use;

3. not to be provided to any other person; and

4. retained or discarded at the supervisor’s discretion.
These notes are considered mere extensions of the supervisor’s memory and are not subject to the Privacy Act. However, if any of the conditions are breached, these notes are no longer mere extensions of the supervisor’s memory and become records subject to the Privacy Act. Memory joggers should be maintained in a secure location. Memory joggers stored electronically shall be password protected.

C. Representatives of the Agency may not maintain personal (i.e., a record maintained and retrieved by personal identifier, for example, SSN or name) files on a Judge outside of the Electronic Official Personnel Folder or subsequent electronic equivalent and personnel records and files maintained by the hearing offices unless those records are properly declared under the Privacy Act.

D. All Agency records maintained on Judges shall be screened and purged, as provided by applicable law, regulation, and the Agency policy.

E. Any designation of a representative allowed under this Article shall be made by the Judge in writing.

Section 2 – Personnel Records

A. A Judge will have access to their own e-OPF and SSA-e7B, or successor programs.
B. Each Judge shall be advised annually in writing of the purpose of their e-OPF, SSA-e7B or successor programs.

1. A Judge or their designated representative may review their e-OPF and download a copy of any material therein.

2. A Judge shall be notified of any material uploaded to their SSA-e7B or successor program, within three workdays.

Section 3

The maintenance of a personnel record or personnel file by the Agency that contains personal information that is filed and retrieved by a Judge’s name, social security number, or other unique identifier assigned to the Judge is prohibited unless the record or file is covered by a system of records notice published in the Federal Register pursuant to the Privacy Act.

Section 4 – Bias and Misconduct Complaints

B. Complaints of bias or misconduct made to the Agency and received by either the Appeals Council (in the form of a Request for Review), OCALJ, RCALJ, or field office about a Judge from members of the public or co-workers will be processed pursuant to Agency policy and consistent with applicable law and shall be brought to the attention of the Judge as soon as practicable by providing a copy of the complaint alleging bias or misconduct to the Judge consistent with law and Agency policy. Judges will normally have the opportunity to respond to any bias or misconduct complaint. Judges will receive notice at the conclusion of the investigation (if any) consistent with applicable law and policy.

C. Nothing in the foregoing shall otherwise affect the operation of 20 C.F.R. §404.940 or 20 C.F.R. §416.1440 concerning the disqualification of the Administrative Law Judge.
ARTICLE 22

SENIORITY

Seniority shall be determined as follows:

A. In the absence of unanimous agreement by the bargaining unit Judges in a local OHO hearing office for issues concerning only local hearing office matters, including but not limited to individual private offices and parking designated for Judges, the controlling factor shall be the date of last assignment of a bargaining unit Judge or HOCA LJ (whichever is earlier) to the local hearing office.

B. For all other issues the controlling factor shall be the date of appointment as a Judge for the Agency.

C. In the event the above factors do not resolve the issue, the issue shall be resolved by a coin toss. If more than two Judges are involved in the dispute, the issue shall be resolved by a random selection process to be decided upon by the AALJ.

D. The above provisions of this Article shall not apply to issues arising under Article 20, Transfers and Compassion Assignments of this Agreement.

Article 22
E. In the event law or government-wide rule or regulation is in conflict with the provisions of this Article, the matter shall be resolved in accordance with the law or government-wide rule or regulation.
ARTICLE 23

HEALTH AND SAFETY

Section 1

A. The Agency shall provide and maintain safe and healthy working conditions for all Judges in accordance with Executive Order 12196 and the Department of Labor implementing instructions.

B. The Agency and the AALJ agree to cooperate in a continuing effort to avoid and reduce the possibility of and/or eliminate accidents, injuries, and health hazards in all areas under the Agency’s control.

C. The Agency and the AALJ further agree to cooperate in a continuing effort to eliminate and/or reduce security concerns and otherwise enhance the personal safety of Judges in SSA/OHO hearing offices, satellite offices, and remote site locations.

D. The Agency agrees to notify the AALJ if a deviation in the Agency’s occupational safety, health, and fire standards is requested for any facility in which Judges are required to work.

Section 2

Article 23
A. Upon request, the Agency shall provide to the AALJ quarterly (April 15, July 15, October 15, and January 15) copies of the Automated Incident Reporting System (AIRS) incident alerts that involve threats and/or acts of violence against any Judge or the OHO hearing office. The Agency shall only delete information prohibited by law from disclosure.

B. As permitted by law, regulation and Agency policy, the Agency shall promptly inform the Judge of any actual or known threat made by telephone, mail, personal contact, or by any other means, against him/her. The local association representative (LAR) shall also be informed of the specifics of the threat if not precluded by privacy interest expressed to the HOCLASS or designee by the Judge against whom the threat was made. The threatened Judge and the LAR shall be provided with a copy of any AIRS Incident Alert, as soon as practicable. The Judge and the LAR shall receive updated information on the threat until the Agency determines that no additional actions will be taken by the Agency. The Agency will notify the Judge and the LAR when it determines that no further action will be taken. The Agency shall only withhold the information prohibited by law from disclosure when providing the Judge and the LAR with information regarding the threat; however, the name of the person making the threat shall not be withheld.

C. This Article is subject to the grievance procedure.

Article 23
D. The AALJ may submit recommendations to OHO concerning health, safety, and security issues that reasonably affect bargaining unit Judges for its consideration and, as appropriate, for presentation to the SSA/GSA in any renegotiations of the Space Allocation Standard for OHO Hearing Offices.

Section 3

A. The Judges are encouraged to inform the Agency of any unsafe or unhealthy practice, equipment, or condition, which might represent a health and safety hazard.

B. The Agency shall ensure a response to Judge reports of hazardous conditions and will investigate consistent with applicable law and regulation. However, an investigation may not be necessary if through normal management action and with prompt notification to Judges, the hazardous condition identified can be abated immediately.

C. The Agency shall ensure no Judge is subject to restraint, interference, coercion, discrimination, or reprisal for filing a report of unsafe or unhealthy working conditions, or other participation in Agency occupational safety and health program activities.

D. When exposure requires immediate solution and it is not possible to obtain Agency concurrence beforehand, then the Judge may leave their duty station, notify the Agency, and hold himself or herself available for work under appropriate working conditions. When

Article 23
these procedures are followed, the Judge shall continue to be paid during this period without any charged leave.

E. When the Agency conducts its semi-annual office safety inspection, the LAR or designee shall be notified and invited to accompany management on the inspection. Further, the Agency will ensure that the LAR or designee is notified and invited to accompany management on all other SSA-controlled inspections of Agency workplaces, except when that would pose a hazard to the LAR or designee. The Agency will not pay for travel and per diem for any inspections described under this subsection E.

F. To the extent the Agency has control, there will be no applications of insecticides during work hours in leased space. In SSA-controlled buildings, there will be no application of insecticides during work hours. Whenever pesticides are used in a large scale application, the designated health and safety representative, as well as the employees, will receive advance notice. Individuals with special health needs will be reasonably accommodated.

G. To the extent the Agency has control, there will normally be no applications of construction/renovation/maintenance/cleaning chemicals during work hours in leased space. In SSA-controlled buildings, there will normally be no application of construction/renovation/maintenance/cleaning chemicals during work hours. Such chemicals include paint, carpet glue, HVAC cleaning agents and similar construction like chemicals. However, there may be situations where chemical applications or painting may

Article 23
be done during the workday in isolated areas without disruption to the work environment. In this situation, the designated health and safety representative, as well as the employees, will receive advance notice. Individuals with special needs will be reasonably accommodated.

H. When the duress alarms are tested, the LAR or designee from the same office shall be notified of the testing and shall be provided with a written report of the testing. If an individual alarm needs to be repaired, the LAR or designee shall be notified, and the LAR or designee shall be provided with the written results of the repair.

Section 4 – Health and Safety Committee

A. Pursuant to this Agreement, the Health and Safety Committee (HSC) shall meet to exchange information, study, discuss, and provide recommendations for improving health and safety measures within the OHO pursuant to this Agreement and applicable law, government-wide regulations, and Executive Orders.

B. The HSC shall consist of three Judges appointed by the AALJ President and three management representatives. The AALJ and the Agency shall each designate one of their committee members to serve as a Co-Chairperson of the HSC. The Agency shall consider inviting a representative from the Office of Protective Security Services to all Committee meetings.
C. The Committee will establish the ground rules under which it will operate. The Committee will meet quarterly for no more than four hours. Meetings will be held utilizing appropriate technology as determined by the Agency. The proposed agenda items shall be forwarded to the Chief Administrative Law Judge by the Co-Chairs thirty working days prior to these meetings.

D. OHO will authorize time in accordance with Article 9 of this Agreement for AALJ participants to prepare for and participate in committee meetings.

E. The existence and operation of the HSC does not constitute a waiver of any of the AALJ’s statutory rights to information, consultation, or negotiations. The activities of the HSC will not replace the OHO’s responsibility to provide appropriate notice and bargain to the extent required by 5 U.S.C. Chapter 71.

F. The existence and operation of the HSC does not alter the authority of the Agency to determine its internal security practices.

Section 5

The Agency will make every reasonable effort to provide workspace that comports with OSHA and ANSI standards and, in doing so, may consider other generally acceptable standards, to the
extent that such standards do not conflict with OSHA and ANSI standards or with each other.

Should the Agency decide to change Judge work space including ergonomic furniture, the Agency will provide notice and bargain to the extent required by 5 U.S.C. Chapter 71.

The Agency shall take reasonable precautions to ensure the health and safety of Judges in the hearing office. Such measures in hearing offices and satellite offices shall include:

A. Providing a gel wrist rest or other appropriate wrist rest for all Judges who request them; wrist rests shall enable the user to maintain a neutral position of the wrist while at the keyboard, and shall be padded and without sharp edges;

B. Providing adjustable foot rests, and chair floor mats of a size designated by the Judge up to 72” by 96” for all Judges who request them;

C. Provide a desk in accordance with applicable health and safety standards and with sufficient surface area to permit adequate workspace to breakdown and review multiple claimant files and references (statutes, regulations, etc.) and other reasonable and necessary equipment;

D. Providing an electronic, ergonomically adjustable computer table (distinct and separate from the aforementioned desk) with sufficient surface area that shall accommodate comfortable (and ergonomically proper) positioning of the screen and keyboard, providing
adequate work space, and providing adequate clearance under the work surface to accommodate the Judge’s legs in a normal upright seated position;

E. A high back Judge’s chair or an ergonomic chair will be provided.

F. Providing ergonomic keyboards and voice recognition software applications for all Judges at their request.

Section 6

These provisions only apply to GSA leased space:

A. The Agency agrees to make reasonable efforts to provide healthful indoor air and water quality by conforming to laws, regulations and/or policies issued by federal agencies such as OSHA, EPA, the General Services Administration (GSA), and SSA Central Office technical experts and Industrial Hygiene Staff.

B. On-site investigation/inspections shall be conducted when there is reasonable cause to suspect an air or water quality problem exists in the work environment. These investigations/inspections shall be conducted by trained SSA personnel, representatives of other federal agencies such as GSA, Public Health Service, OSHA, etc., or by trained
contract personnel from the private sector under contract to the Agency through SSA technical experts and Industrial Hygiene Staff.

C. When inspections of the heating, ventilation, air-conditioning, or water systems are conducted, the criteria of the GSA Federal Management Regulations and the American Society of Heating Refrigeration and Air-Conditioning Engineers shall apply.

D. When investigations of indoor air quality are conducted, the protocols of OSHA, EPA, Centers for Disease Control, and Industrial Hygiene Staff shall be complied with to the extent possible. As the inspectors deem appropriate, standard air quality tests may include measurement of carbon monoxide, carbon dioxide, formaldehyde, mold, asbestos, temperature, humidity, and other air borne pollutants. Additional tests may be conducted as indicated by inspection of the work site and/or test results obtained from the basic protocol.

E. When inspections or test results reveal the presence of an air or water quality problem, the Agency shall take appropriate measures to mitigate the problem to meet the standards and guidelines cited in (A) of this section. During the mitigation period, the Agency may direct Judges to relocate to alternate work locations or may allow Judges to work at their regular ADS until such problems are resolved.
F. Upon request, copies of all test results shall be provided to the AALJ Co-Chairperson of
the HSC and the appropriate AALJ Regional Vice-President within a reasonable time after
receipt by the Agency.

G. The AALJ shall be given a reasonable opportunity to have an inspector of its choosing
examine water and air quality. It is understood that the Agency shall be provided with
advance notice of the inspection. The Agency shall not pay any costs associated with the
inspection.

Section 7

A. OHO facilities are smoke-free. In keeping with the Parties' concern for the health, safety,
and well-being of all SSA employees, there shall be “no smoking” in any SSA controlled
facility. In addition, there will be “no smoking” on any SSA controlled property or
premises.

B. The Parties agree that they shall intensify efforts to assist Judges who are interested in
breaking the smoking habit. The cost of Employer sponsored and approved programs will
be paid by the Employer, not by the Judge. The Employer sponsored programs shall
ordinarily be offered during normal duty hours unless not available during duty hours.
Programs sponsored by or approved by the Employer shall include or be similar to
programs conducted by the American Lung Association or the American Heart
Association. The Parties recognize that these programs will be more readily available where the hearing office is located near large SSA installations. Where there are no Employer sponsored programs, Judges may request information on how to locate a smoking cessation class and educational materials such as videotapes, books and pamphlets on smoking cessation from the Employee Assistance Program. Judge participation in counseling or cessation programs related to smoking is strictly voluntary.

Section 8

A. The Agency agrees that when a Judge suffers a job-related illness or injury in the performance of their duties and reports it to their supervisor, they will be informed by management on the procedures for filing a claim for benefits under the Federal Employees Compensation Act. Information will also be provided about the type of benefits available, including specific reference to their option to file a claim for disability compensation or use accrued leave if they are disabled from work.

B. Information on forms, rights, and procedures under Worker’s Compensation will be maintained on SSA’s Intranet. When requested, the Agency shall provide any Judge with an electronic link to these forms.

Section 9

Article 23
As part of the annual review of the hearing office’s Physical Security Action Plan (PSAP) and Occupant Emergency Plan (OEP), the Agency will ensure that all Judges are thoroughly familiar with the shelter-in-place plan and the proper means for leaving the building during a suspected fire or bomb threat or similar emergency. When the Agency determines a fire, bomb threat, or similar emergency is reasonably suspected, the Agency will evacuate the Judges to the areas designated in the PSAP/OEP. Under no circumstances will Judges be required to remain at their workstations and search for a suspected bomb.

Section 10

During the open health benefits enrollment period, the Agency agrees to supply information on federal health benefit programs.

Section 11

In each hearing office and permanent remote site, the Employer will maintain adequate first aid supplies. All Judges will have reasonable access to these supplies.

Section 12

When it is necessary for a Judge to leave work and either return home or go to a medical facility because of illness or incapacitation, the Agency shall assist the Judge in arranging transportation.

Article 23
Section 13

The AALJ may elect to not participate in these committee meetings.
ARTICLE 24

PRE-RETIREMENT PLANNING

The Agency will provide retirement planning information to a Judge through available technology. Such information may include, but is not necessarily limited to, individual counseling, elder care assistance, retirement materials, life and medical insurance counseling, Federal benefits options, best retirement dates, Thrift Savings Plan (TSP) and TSP withdrawal options.

Judges shall be authorized a total of twelve hours of duty time to attend a government sponsored retirement planning seminar during the Judge’s tenure with the Agency.
ARTICLE 26

NEW JUDGE ORIENTATION

The Agency shall give notice of all new Judges to the AALJ President or designee by providing a list, in electronic format, providing the name, duty station, and appointment date for each Judge. This list will normally be provided no later than ten working days before the new Judges’ report date to their initial duty station.

The AALJ shall have the opportunity to address the group of new Judges during the New Judge Orientation class. The AALJ shall be provided no more than one hour at the New Judge Orientation class to address the new Judges. For New Judge Orientation classes with fifty or more new Judges, the AALJ shall have two AALJ officials present, and for classes with fewer than fifty Judges, the AALJ shall have one AALJ official present. All time spent by the AALJ in connection with this presentation must be in accordance with Article 9. Addressing the new Judges shall be in person. The AALJ shall have the right to discuss the contract, current labor-management issues, the laws and regulations on federal sector labor relations and any other subjects not prohibited by law. The AALJ will pay the cost of travel and per diem, if any, of the AALJ President, or designees. The Parties acknowledge that solicitation for AALJ membership is not authorized during this presentation in accordance with 5 U.S.C. §7131(b). The AALJ will have the right to request personal phone/email addresses and to provide copies of the Agreement to Judges at the New Judge Orientation.

Article 26
ARTICLE 27

JOINT TECHNOLOGY ADVISORY COMMITTEE (JTAC)

A. In order to facilitate the regular exchange of information, recommendations, and initiatives regarding technology between the Agency and the AALJ, the Parties agree to the continuation of the Joint Technology Advisory Committee (JTAC).

B. The JTAC will consist of four members. Two members will be Judges appointed by the AALJ President. The other two members will be management representatives appointed by the Agency. The AALJ President and the Agency will each designate one of their committee members to be a Co-Chairperson for the JTAC.

C. The Parties agree that:

1. the JTAC will meet twice a year; one day by technology;

2. the AALJ’s JTAC members will be authorized time in accordance with Article 9 for committee work, including preparation and travel.

D. The Parties agree that the Co-Chairs of the JTAC will finalize the agenda jointly no later than ten calendar days prior to the date of the meeting, unless mutually agreed otherwise.
The JTAC will review and make recommendations regarding the efficacy and appropriate use of video teleconference technology or other technology in the hearing office.

E. Continuance of JTAC does not constitute a waiver of any of the AALJ’s statutory rights to information, consultation, or negotiations. The activities of the JTAC are not envisioned by the Parties as replacing the Agency’s responsibility to provide appropriate notice and the opportunity to bargain to the extent required by 5 U.S.C. Chapter 71. Continuance of this committee is not an election by the Agency to bargain with the AALJ on the technology, methods, and means of performing work.

F. The AALJ may elect to not participate in these committee meetings.
ARTICLE 28

SENIOR JUDGES

Section 1

The Agency may decide to temporarily re-employ retired administrative law judges. A Senior Judge is defined in 5 C.F.R. §930.202 as a retired administrative law judge who is reemployed under a temporary appointment under 5 U.S.C. §3323(b)(2) and 5 C.F.R. §930.209. Reemployment of Senior Judges by the Agency shall be in accordance with Office of Personnel Management (OPM) regulations. Senior Judges may work either full-time or part-time at the discretion of the Agency.

Section 2

Hours of duty, administrative support services, and travel reimbursement for Senior Judges will be determined by the Agency in accordance with the same rules and procedures that are generally applicable to other Judges.

Section 3

The Parties agree that the provisions of the following articles or provisions of this Agreement are not applicable to Senior Judges: Reassignments, Reduction in Force, Office Space, Non-Conforming Space Assignments, and Seniority.
Section 4

A Senior Judge shall have reasonable access to available office space, furniture, facilities and equipment. If office space is not available, work at an alternate site may be arranged.

Section 5

The President of the AALJ or designee shall be notified of the Agency's solicitation for Senior Judges. The Agency shall also provide to the AALJ President or designee a list of the Senior Judges who have been reemployed as well as the offices to which they have been assigned.