

# 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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**PREAMBLE**

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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.

5 U.S.C. §7101.

PREAMBLE

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23 Pursuant to this policy, the Parties have agreed upon the various articles hereinafter set forth. This  
24 Agreement constitutes a Collective Bargaining Agreement (CBA) between the Agency and AALJ.  
25

PREAMBLE

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

23 repudiate the agreement or any part thereof and reopen negotiations on any of the  
24 repudiated provisions.

25

26 Section 2

27

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

31

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

40

41 C. In such an event, the Parties shall meet within fifteen workdays after receipt of a written  
42 request from either Party for the purpose of negotiating those amendments to the agreement  
43 required to bring this Agreement into conformity with new laws or the changes in existing  
44 laws.

Article 2

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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:

- 67           1. A description of the desired change;
- 68
- 69           2. An explanation of how this change shall be implemented;
- 70
- 71           3. An explanation of why the proposed change is necessary;
- 72
- 73           4. The proposed implementation date, if known; and,
- 74
- 75           5. The identity of the Agency’s representative.
- 76
- 77           B. The Agency shall provide notice of Agency-initiated changes to the AALJ President or
- 78           designee.
- 79
- 80           C. Both Parties agree that officials of SSA/OHO and the AALJ at levels lower than the
- 81           national level do not have authority to negotiate agreements that conflict with this National
- 82           Agreement.

83

84   Section 4 – Bargaining Location and Logistics

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86

- 87           A. Negotiations shall take place by technology.

88



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

92  
93 C. A Judge representing the AALJ under this Article shall be authorized time for such  
94 purposes during the time the Judge would otherwise be in a duty status, in accordance with  
95 Article 9. The bargaining teams shall be limited to two members for each Party unless the  
96 Parties mutually agree otherwise. The number of Judges for whom time in accordance with  
97 Article 9 is authorized under this section shall not exceed the number of individuals  
98 designated as representing the Agency for such purposes. The Parties recognize that from  
99 time-to-time the bargaining teams can mutually agree to include briefings or special  
100 representatives to facilitate negotiations.

101 101

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

104 104

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

108 108

109 F. Negotiations shall commence on a mutually agreeable date. Absent such mutual  
110 agreement, negotiations shall commence on the twentieth calendar day after the Agency

111 received the AALJ's request to negotiate (if a workday, otherwise the next succeeding  
112 workday).

113 113

114 Section 5 – Impasse

115 115

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

122 122

123 Section 6

124 124

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

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1 **ARTICLE 3**

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3 **MANAGEMENT RIGHTS**

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

7  
8 **Section 1**

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

12  
13 A. To determine the mission, budget, organization, numbers of employees, and  
14 internal security practices of the Agency; and

15  
16 B. In accordance with applicable laws:

17  
18 1. To hire, assign, direct, layoff, and retain employees in the Agency, or to  
19 suspend, remove, reduce in grade or pay, or take other disciplinary action  
20 against such employees;

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

24  
25 3. With respect to filling positions, to make selections for appointments  
26 from among properly ranked and certified candidates for promotion or any  
27 other appropriate source; and

28  
29 4. To take whatever actions may be necessary to carry out the Agency's  
30 mission during emergencies.

31

32 Section 2

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

35

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

39

40 B. Procedures which management officials of the Agency will observe in exercising  
41 any authority under this section; or

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43 C. Appropriate arrangements for employees adversely affected by the exercise of  
44 any authority under this section by such management officials.

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**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

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22 before the end of the meeting outlining the AALJ position concerning the issues. The Agency  
23 will provide advanced notice of issues to be discussed during the meeting.

24

25 Section 3

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

29

Article 6



1 **ARTICLE 7**

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3 **JUDICIAL TRAINING AND EDUCATION**

4  
5 Section 1

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

10  
11 B. Recognizing this need, the AALJ President will appoint a representative to  
12 provide input and advice by technology to the Agency's training cadre.

13  
14 Section 2 – AALJ Education Conference

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16 The AALJ will notify the Agency of the dates of its Conference not less than 180 days prior to the  
17 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).

21 D. The Parties agree that persons using the above-listed equipment on behalf of the AALJ  
22 shall be on non-duty time or time in accordance with Article 9, and shall not impede the  
23 work of the Agency.

24

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

27

28 Section 2

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

38

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

Article 8

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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.

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**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:

- 23 A. By any Judge concerning any matter relating to the employment of the Judge;  
24  
25 B. By the AALJ concerning any matter relating to the employment of any Judge; or,  
26  
27 C. By any Judge, the AALJ, or the Agency concerning:  
28  
29 1. The effect or interpretation, or a claim of a breach, of this Agreement; or  
30  
31 2. Any claimed violation, misinterpretation, or misapplication of any law, rule, or  
32 regulation affecting conditions of employment.  
33

34 Section 3

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36 The AALJ has the right to file, as a grievance under this contract, any alleged unfair labor practices  
37 (ULP). When it does so, however, it waives its right to file an unfair labor practice charge over the  
38 same issue with the appropriate authorities under law and regulation.  
39

40 Section 4 – Right to Grieve

41  
42 A. The AALJ has a right on its own behalf or on behalf of any Judge in the bargaining unit to  
43 present and process grievances. Any Judge covered by this Agreement has a right to present  
44 his or her own grievance. The AALJ has a right to be present during any discussion of the

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

48

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

52

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

56

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

60

61 Section 5 – Exclusions from Grievance Procedure

62

63 A. In addition to any grievance prohibited by 5 U.S.C. §7121(c), grievances on the following  
64 matters are excluded from the scope of this procedure:

65

- 66 1. The content of 5 C.F.R. §930, subpart B, or as later amended, over which the  
67 Agency has no control;  
68
- 69 2. Any matter within the original jurisdiction of the Merit Systems Protection Board  
70 (MSPB). The Parties acknowledge that the MSPB has been granted original  
71 exclusive jurisdiction regarding certain personnel actions, which include any action  
72 brought by the Agency against a Judge (pursuant to 5 U.S.C. §1204 and §7521);  
73
- 74 3. Non-selection for promotions, within the same agency from a group of properly  
75 ranked and certified candidates;  
76
- 77 4. Termination of an allotment of union dues under the terms of this Agreement;  
78
- 79 5. The content of published Agency policy (which does not include grievances over  
80 procedures and appropriate arrangements bargaining to the extent required by 5  
81 U.S.C. Chapter 71);  
82
- 83 6. Adjudication of claims, the jurisdiction over which is reserved by Statute and/or  
84 regulation to another Department, such as, but not limited to, Department of Labor  
85 determinations on workers compensation; and  
86



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

90

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

93

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

96

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

103103

104   Section 6

105

106           A. A grieving party may be a Judge, the AALJ, or the Agency. Any Judge or group of Judges  
107           may present such grievances to the Agency and have them settled, without the intervention  
108           of the AALJ, as long as the settlement of the grievance is not inconsistent with the terms

109 of this Agreement, and the AALJ has been given an opportunity to be present at any  
110 meeting with the grievant regarding settlement of the grievance. However, a Judge may  
111 not be represented in the processing of a grievance by a representative other than the AALJ,  
112 including a Judge's private attorney. A Judge or group of Judges grieving without the  
113 intervention of the AALJ must follow the negotiated grievance procedure.

114 114

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

118 118

119 Section 7 – Grievance Procedure

120 120

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

126 126

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

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

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

143 143

144 The written grievance shall include:

145 145

- 146 1. The name and hearing office of the Judge;
- 147 147
- 148 2. State with particularity the issue and the grounds for the grievance, including, any  
149 law, rule or regulation or CBA provision violated, if known;
- 150 150
- 151 3. The corrective action requested and the reasons for such action; and,

152 152

153 4. The name of the designated representative, if any.

154 154

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

166 166

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

169 169

170 Section 8 – Agency Grievances

171 171

172 A. Agency grievances must be filed within twenty working days of the date the Agency knew  
173 or should have known about the matter, unless the matter is a continuing practice or  
174 condition, which may be filed at any time.

175 175

176 B. Where the Agency elects to file a grievance pursuant to this Article, such grievance must  
177 be submitted by electronic mail to the President of the AALJ or designee and will be  
178 considered delivered on the date of transmission. The AALJ President or designee shall,  
179 within thirty workdays after receipt of such grievance, issue a written answer addressed to  
180 the CALJ or designee who signed the grievance.

181 181

182 Section 9

183 183

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

186 186

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

189 189

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

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196 Section 10

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

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201 Section 11 – Communication

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

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1 **ARTICLE 11**

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3 **ARBITRATION PROCEDURES**

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5 Section 1 – Timeliness

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7 If the answer at the final Step of the grievance procedure does not resolve the grievance, only the

8 AALJ or the Agency may refer the grievance to arbitration by e-mailing notice to the other party

9 within thirty working days after delivery of the final Step answer. If the Agency fails to issue an

10 answer at the final Step of the grievance procedure, or fails to deliver the answer to the AALJ, the

11 Agency or the AALJ has fifteen calendar days from the date the final step decision was due to

12 invoke arbitration. If the grieving party fails to timely invoke arbitration, the grievance terminates

13 and the right to invoke arbitration is waived.

14

15 Section 2 – Selection of Arbitrator

16

17 A. Upon referral of a grievance to arbitration, the AALJ or the Agency may request the Federal

18 Mediation and Conciliation Service (FMCS) to submit a list of five arbitrators having

19 federal sector experience. The Party requesting the list of arbitrators shall pay the fee

20 charged by the FMCS for production of the list. Within eleven working days following

21 receipt of the FMCS list, the Parties will consult in an attempt to mutually agree upon an

22 arbitrator from that list. The Parties may also mutually agree to ask for an alternate or

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

31

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

41

42 Section 3 – Consolidation

43



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

48

49 Section 4 – Time for Award

50

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

53

54 Section 5

55

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

58

59 Section 6

60

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

63

64 Section 7

65

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

72

73 Section 8 - Payment

74

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

77

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

83

84 C. The AALJ will pay all costs for its representative, witnesses, and grievant or lead grievant.  
85 Judges who are grievants and witnesses in arbitration proceedings will receive a reasonable  
86 amount of duty time to prepare for and to attend the proceeding. Each Party bears its own  
87 costs of travel for preparation meetings.

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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.

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Section 9

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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:

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1. may request written briefs on the matter in dispute from all parties;

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111                   2. may arrange the taking of evidence as part of a pre-hearing session,  
112                   (via technology only unless otherwise mutually agreed upon) in the event of  
113                   factual disputes which must be resolved to decide the request;

114 114

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

117 117

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

120 120

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

127 127

128                   B. In the event a threshold issue is raised and resolved prior scheduling the merits arbitration  
129                   hearing, if the raising Party is not successful on any threshold issues, the raising Party will  
130                   bear the full cost of raising and resolving the threshold issues.

131 131

132 C. Nothing in this section alters the sunset provisions in section 12 of this Article.

133 133

134 Section 10 – Expedited Arbitration Procedures

135 135

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

151 151

152 Section 11 – Sunset Provisions

153 153

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

159 159

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

171 171

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

174 174

175 Section 12

FINAL

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

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Article 11

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**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:



- 22       A. Inform and educate Judges of the voluntary nature of the system for the allotment of labor  
23           organization dues, including conditions under which the allotment may be revoked.  
24
- 25       B. Purchase and distribute to Judges SF-1187s or its equivalent.  
26
- 27       C. Complete Section A of SF-1187, or its equivalent, and keep the Office of Labor  
28           Management and Employee Relations (OLMER) or other subsequently designated  
29           servicing office informed of any changes in this information:  
30
- 31           1. Forward properly executed and certified SF-1187, or its equivalent, to OLMER or other  
32               subsequently designated servicing office on a timely basis (signed and dated by an  
33               authorized AALJ official).  
34
- 35           2. Inform the OLMER or other subsequently designated servicing office of the name of  
36               any Judge who has been expelled or ceases to be a member in good standing in the  
37               AALJ within fifteen days of the date of the final determination.  
38
- 39           3. Inform the OLMER or other subsequently designated servicing office of any change in  
40               the schedule of membership dues.  
41
- 42           4. The AALJ President shall provide in writing to the OLMER or other subsequently  
43               designated servicing office the name and title of the AALJ officials authorized to

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

47

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

50

51 Section 3- Agency Responsibilities

52

53 The Agency agrees:

54

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

56

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

58

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

61

62 D. To notify the Judge and the AALJ President or designee when a Judge is not eligible to  
63 enroll in the automatic dues withholding program because they are not included under the  
64 recognition clause in the appropriate exclusively recognized bargaining unit upon which  
65 the Agreement is based.

Article 12

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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;

88

89 d. New allotments;

90

91 e. Revocations of Judges' dues withholding; and

92

93 f. No deductions because the Judges' compensation was insufficient to permit  
94 a deduction.

95

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

99

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

101

102 Section 4 – Effective Dates

103

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

105

106 A. Dues shall be withheld beginning the first full withholding pay period after the date of  
107 acceptance of SF-1187 or its equivalent.

108108

109 B. Any change in the amount of dues to be withheld shall begin with the first full pay period  
110 designated by the AALJ President in a notice provided to the Agency. This notice shall be  
111 provided no less than thirty days prior to the designated pay period.

112112

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

115115

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

118118

119 Section 5 – Revocation by Judge

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121 It is the responsibility of the Judge to notify the OLMER or other subsequently designated  
122 servicing office, in writing, when the Judge is reassigned, promoted or transferred out of the  
123 bargaining unit and the Agency will notify the payroll provider. To effect a revocation, a Judge  
124 must submit a properly completed SF-1188 or its equivalent or a written request containing the  
125 Judge's name, Social Security Number, timekeeper number, and work location to the OLMER or  
126 other designated servicing office. Requests for revocation of dues allotments may be submitted at  
127 any time.

128128

129 For Judges who submitted a properly completed SF-1187 prior to August 10, 2020, all requests to  
130 revoke dues withholding received prior to March 1 shall be effective on the first full pay period on  
131 or after March 1. Requests received after March 1 shall be held until the following March 1.

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

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1 **ARTICLE 16**

2

3 **TEMPORARY CHANGES IN REGULAR JUDICIAL ASSIGNMENT**

4

5 Section 1 – Non-Service Area Dockets

6

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

8

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

10

11 OHO shall continue its practice of posting notices to all Judges of vacancies in the positions of

12 Hearing Office Chief Administrative Law Judge (HOCALJ), Regional Chief Administrative Law

13 Judge (RCALJ), Chief Administrative Law Judge (CALJ), and Deputy Chief Administrative Law

14 Judge (DCALJ). Any Judge interested in serving as Acting HOCALJ should express such interest

15 to their HOCALJ.

**ARTICLE 17**

**REASONABLE ACCOMODATION**

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.



1 **ARTICLE 19**

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3 **TRAVEL AND TRANSPORTATION**

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

9  
10 **Section 1**

11  
12 A. The Agency shall follow the travel rules and regulations established by the General  
13 Services Administration pursuant to 5 U.S.C. §5701 *et seq.* and 41 C.F.R. Chapters 300-  
14 304. Provided, however, that Agency travel regulations and/or policy shall be applied if  
15 the same is more advantageous to the Judge as the traveler. All travel approval shall be  
16 pursuant to applicable law, the Agency's rules, regulations and policy.

17  
18 B. The period of entitlement to travel expenses begins when a Judge leaves on official  
19 business from the home, permanent duty station, or other authorized point of departure,  
20 and ends when a Judge returns to the home, permanent duty station or other authorized  
21 point at the conclusion of the trip.

23 C. Applicable law shall govern whether a Judge in travel status is covered by the Federal  
24 Employees' Compensation Act.

25

26 Section 2

27

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

34

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

39

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

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

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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

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

72

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

78

79 G. While Judges are assigned to duty away from their official duty station, they may elect to  
80 return home during non-workdays or non-work hours. In such cases, the Judge shall be  
81 reimbursed for travel expenses not to exceed the amount reimbursable had the Judge  
82 remained at the temporary duty station. However, if there is a personal or family  
83 emergency, such as the death or serious illness of a member of the traveling Judge's family  
84 (e.g., spouse or domestic partner, and parents thereof; children, including adopted children,  
85 and spouses thereof; grandchildren; parents; brothers and sisters, and spouses thereof; and  
86 any individual related by blood or affinity whose close association with the employee is  
87 the equivalent of a family relationship); or a catastrophic occurrence or impending natural  
88 disaster, such as fire or flood, which directly affects the traveling Judge's home, requiring

89 the Judge to return home, the Agency shall pay reasonable costs (including transportation  
90 and per diem) for the traveling Judge's return trip to his or her official duty station  
91 consistent with Federal Travel Regulations and other applicable law and regulation.

92

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

96

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

100100

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

104104

105 K. OHO has decided that an approved travel docket should, upon request of the traveling  
106 Judge, include a reasonable amount of time for the Judge to pick up and return a  
107 government owned vehicle or a rental vehicle obtained under the government-wide motor  
108 vehicle rental program.

109109

110 L. A Judge is accountable for government documents and property in his or her possession  
111 and/or custody. Judges exercising reasonable care will not be held responsible for  
112 documents or property damaged, lost, or stolen from their possession and/or custody.

113113

114 Section 3 – Mass Transportation Subsidy

115115

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

118118

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

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**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.

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

27

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

33

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

36

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

39

40    Section 2 – Personnel Records

41

42           A. A Judge will have access to their own e-OPF and SSA-e7B, or successor programs.

43



44 B. Each Judge shall be advised annually in writing of the purpose of their e-OPF, SSA-e7B  
45 or successor programs.

46

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

49

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

52

53 Section 3

54

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

59

60 Section 4 – Bias and Misconduct Complaints

61

62 A. The Agency maintains operational procedures for soliciting, receiving, investigating,  
63 storing, and accessing allegations of bias and misconduct on the part of Judges as  
64 referenced in 75 Fed. Reg. 8171 (2010) and contained in Social Security Ruling (SSR) 13-  
65 1p.

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- 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 HOCALJ (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.

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

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**ARTICLE 23**

**HEALTH AND SAFETY**

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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

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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 HOCALJ 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.

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

48

49 Section 3

50

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

53

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

58

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

62

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

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

68

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

75

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

81

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



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

92  
93 H. When the duress alarms are tested, the LAR or designee from the same office shall be  
94 notified of the testing and shall be provided with a written report of the testing. If an  
95 individual alarm needs to be repaired, the LAR or designee shall be notified, and the LAR  
96 or designee shall be provided with the written results of the repair.

97

98 Section 4 – Health and Safety Committee

99  
100 A. Pursuant to this Agreement, the Health and Safety Committee (HSC) shall meet to  
101 exchange information, study, discuss, and provide recommendations for improving health  
102 and safety measures within the OHO pursuant to this Agreement and applicable law,  
103 government-wide regulations, and Executive Orders.

104104

105 B. The HSC shall consist of three Judges appointed by the AALJ President and three  
106 management representatives. The AALJ and the Agency shall each designate one of their  
107 committee members to serve as a Co-Chairperson of the HSC. The Agency shall consider  
108 inviting a representative from the Office of Protective Security Services to all Committee  
109 meetings.

110110

111 C. The Committee will establish the ground rules under which it will operate. The Committee  
112 will meet quarterly for no more than four hours. Meetings will be held utilizing appropriate  
113 technology as determined by the Agency. The proposed agenda items shall be forwarded  
114 to the Chief Administrative Law Judge by the Co-Chairs thirty working days prior to these  
115 meetings.

116116

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

119119

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

124124

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

127127

128 Section 5

129129

130 The Agency will make every reasonable effort to provide workspace that comports with OSHA  
131 and ANSI standards and, in doing so, may consider other generally acceptable standards, to the

132 extent that such standards do not conflict with OSHA and ANSI standards or with each other.  
133 Should the Agency decide to change Judge work space including ergonomic furniture, the Agency  
134 will provide notice and bargain to the extent required by 5 U.S.C. Chapter 71.

135135

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

138138

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

142142

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

145145

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

150150

151 D. Providing an electronic, ergonomically adjustable computer table (distinct and separate  
152 from the aforementioned desk) with sufficient surface area that shall accommodate  
153 comfortable (and ergonomically proper) positioning of the screen and keyboard, providing

154 adequate work space, and providing adequate clearance under the work surface to  
155 accommodate the Judge's legs in a normal upright seated position;

156156

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

158158

159

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

162161

163 Section 6

164163

165 These provisions only apply to GSA leased space:

166165

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

171170

172 B. On-site investigation/inspections shall be conducted when there is reasonable cause to  
173 suspect an air or water quality problem exists in the work environment. These  
174 investigations/inspections shall be conducted by trained SSA personnel, representatives of  
175 other federal agencies such as GSA, Public Health Service, OSHA, etc., or by trained

176 contract personnel from the private sector under contract to the Agency through SSA  
177 technical experts and Industrial Hygiene Staff.

178177

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

182181

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

190189

191 E. When inspections or test results reveal the presence of an air or water quality problem, the  
192 Agency shall take appropriate measures to mitigate the problem to meet the standards and  
193 guidelines cited in (A) of this section. During the mitigation period, the Agency may direct  
194 Judges to relocate to alternate work locations or may allow Judges to work at their regular  
195 ADS until such problems are resolved.

196195

197 F. Upon request, copies of all test results shall be provided to the AALJ Co-Chairperson of  
198 the HSC and the appropriate AALJ Regional Vice-President within a reasonable time after  
199 receipt by the Agency.

200199

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

205204

206 Section 7

207206

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

212211

213 B. The Parties agree that they shall intensify efforts to assist Judges who are interested in  
214 breaking the smoking habit. The cost of Employer sponsored and approved programs will  
215 be paid by the Employer, not by the Judge. The Employer sponsored programs shall  
216 ordinarily be offered during normal duty hours unless not available during duty hours.  
217 Programs sponsored by or approved by the Employer shall include or be similar to  
218 programs conducted by the American Lung Association or the American Heart

219 Association. The Parties recognize that these programs will be more readily available  
220 where the hearing office is located near large SSA installations. Where there are no  
221 Employer sponsored programs, Judges may request information on how to locate a  
222 smoking cessation class and educational materials such as videotapes, books and pamphlets  
223 on smoking cessation from the Employee Assistance Program. Judge participation in  
224 counseling or cessation programs related to smoking is strictly voluntary.

225224

226 Section 8

227226

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

234233

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

238237

239 Section 9

240239

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

248247

249 Section 10

250249

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

253252

254 Section 11

255254

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

258257

259 Section 12

260259

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



FINAL

263262

264 Section 13

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

267266

Article 23

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**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 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.

23           The JTAC will review and make recommendations regarding the efficacy and appropriate  
24           use of video teleconference technology or other technology in the hearing office.

25

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

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

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**ARTICLE 28**

**SENIOR JUDGES**

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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.

24

25 Section 4

26

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

29

30 Section 5

31

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

35