



ADVISORY TO UNION REPRESENTATIVES

A Department of Justice employee has requested that you participate as a union representative in an interview being conducted by the Office of the Inspector General (OIG) of the Department of Justice. The interview is part of an official investigation being undertaken pursuant to the OIG's authority under the Inspector General Act, as amended.

The OIG is conducting this interview in order to obtain the employee's account of the matters under investigation. The OIG understands that you are entitled to assist the employee during the course of the interview and may pose questions and attempt to clarify issues. In order to facilitate your representation of the employee, you will be afforded a reasonable opportunity to confer with the employee during the course of the interview.

The OIG expects that you will refrain from any action that would interfere with the OIG's legitimate interest in achieving the objectives of this investigation or that would compromise its integrity. The OIG is interested in obtaining the employee's own account of the matters under investigation. Accordingly, please do not attempt to answer questions on behalf of the employee, dictate the employee's answers to questions asked, or otherwise to take charge of this proceeding. In order to maintain the integrity of this investigation, the OIG requests that you not reveal to anyone not present at this proceeding the purpose of this interview or the questions asked and answers provided.

We expect that any disagreement regarding this interview, or your role as a union representative, will be resolved amicably during the course of this proceeding. However, in order to avoid an adversarial confrontation and to achieve the objectives of the investigation, the OIG reserves the right to (1) terminate the interview or (2) afford the employee the choice of either proceeding without your participation or forgoing the opportunity to be interviewed in this matter.

These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive order and statutory provisions are incorporated into this agreement and are controlling.

CERTIFICATION

I hereby certify that [redacted] appeared at an official OIG investigative interview as a union representative and was provided a copy of this Advisory.

Signature of Union Representative

Date

6/17/2021

Date

6/17/2021