PART 4 ATTACHMENTS

ATTACHMENT 4B1

SAMPLE LETTER APPROVING WITHDRAWAL REQUEST

(date)

Charging Party Rep.
(Name and Address)

Re: Case Name and Case Number

Dear Mr./Ms. (Name):

This confirms your telephone conversation on (date) with Field Agent (name), in which you requested to withdraw the unfair labor practice charge in the captioned case.

Based upon your request to withdraw, I approve the withdrawal of the charge.

Very truly yours,

Regional Director

cc: Charged Party Rep.
(Name and Address)

ATTACHMENT 4B2

SAMPLE LETTER APPROVING PARTIAL WITHDRAWAL REQUEST

(date)

Charging Party Rep.
(Name and Address)

Re: Case Name and Case Number

Dear Mr./Ms. (Name):

This confirms your telephone conversation on (date), with Field Attorney, (Name), in which you intend to withdraw the 5 U.S.C. §§ 7116(a)(2) and (8) allegations in the captioned case.

These allegations have been withdrawn with my approval. The remaining independent 5 U.S.C. § 7116(a)(1) allegation underlying the unfair labor practice charge will continue to be processed.

Very truly yours,

Regional Director

cc: Charged Party Rep.
(Name and Address)

ATTACHMENT 4B3

MODEL DISMISSAL LETTER WITH FOOTNOTE APPROVING REQUEST TO RESCIND REQUEST TO WITHDRAW CHARGE (AFTER RD APPROVED IN WRITING REQUEST TO WITHDRAW CHARGE)

(Date)

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Charging Party
(Address)

Re: Case Name and Number

Dear Mr./Ms. (Name):

1st ¶ Clear Statement of the allegations or issues as clarified during the investigation; [footnote at end of first sentence]1/ 1

2nd ¶ Succinct statement of the facts;

1/ On (date) I approved your request to withdraw the charge in this case. In addition, on (date) you requested to rescind withdrawal of your request to withdraw charge. I approve your request to rescind your withdrawal request and, for the reasons explained in this letter, dismiss the charge.

3rd ¶ Statement of applicable law with supporting case cite(s);

4th ¶ Application of the case law to the facts of the case (including application of prosecutorial discretion criteria);

5th ¶ etc. Conclusion and Appeal rights — insert the following:

Accordingly, I am refusing to issue a complaint in this (these) case(s) and I am dismissing your charges.

You may file an appeal from the Regional Director's decision in this case by mail, hand delivery, or by facsimile transmission. Include the Case Number in your appeal and address it to:

Federal Labor Relations Authority
Office of the General Counsel
1400 K Street, NW
Attn: Appeals
Washington, D.C. 20424-0001

Fax No. 202-482-6608

Whichever method of filing you choose, please note that the last day for filing an appeal of this is (**date**). This means that an appeal that is mailed must be postmarked, or an appeal must be hand delivered or faxed, no later than (**date**). Please send a copy of your appeal to the Regional Director.

If more time is needed to prepare an appeal, a motion to request an extension of time may be filed. Mail, fax, or hand deliver the request for an extension of time to the Office of the General Counsel at the address listed above. Because a request for an extension of time must be received at least five days before the date the appeal is due, any mailed, faxed, or hand-delivered request for an extension of time in this case must be received at the above address no later than (**date**)

The procedures, time limits, and grounds for filing an appeal are set forth in the Authority's Regulations at section 2423.10(c) through (e) (Volume 5 of the Code of Regulations). 5 C.F.R. § 2423.10(c)-(e). The regulations may be found at any Authority Regional Office, public law library, some large general purpose libraries, Federal Personnel Offices and the Authority's Home Page internet site— **www.FLRA.gov**. I have also enclosed a document which summarizes commonly-asked questions and answers regarding the Office of the General Counsel's unfair labor practice appeals process.

Sincerely,

Regional Director

Enclosures

ATTACHMENT 4D1

SAMPLE FIR

To: Regional Director
From: Attorney
Date: insert

FINAL INVESTIGATIVE REPORT

Case No.	insert
Charging Party:	insert
Charged Party:	insert
Filed:	August 1, 2007
Allegations:	7116(a)(1), (5) and (8) – unilateral change
Date underlying event occurred:	February 12, 2007
Timeliness:	Yes
Jurisdiction:	Yes
Related Cases:	No

FACTS

In February 2007, two IIOs were informed that they were going to be processing orphan petitions while a district adjudication officer (DAO) was out on maternity leave. Throughout February, they were provided with many hours of training from the DAO. Some training sessions were held in a conference room with the IIOs' supervisor present. The DAO initially reviewed and approved petitions, but after she left in March, the employees processed and approved the petitions on their own. Since that time the employees spend 100% of their time processing orphan petitions, including administrative duties related to the petitions.

According to the IIO position description, IIOs provide highly technical counsel to the public about immigration and nationality law and regulations. Principle duties include: screening applications and petitions for completeness, appropriate fees, and proper supporting documents; determining prima facie eligibility for application accepted by the organizations; exploring all avenues of assistance available to the client; and observing and questioning clients for the purpose of determining if individuals are attempting to submit applications under fraudulent situations and reasons. The IIO position description was recently amended to add the duty of "adjudicating applications and petitions from the general body of case work filed at the various offices which have been determined to be routine, less complex than those referred to Adjudications Officers or readily approvable." This duty is supposed to account for 35% of their duty time.

The testimony of the IIOs revealed that the normal duties of the IIOs involve working the counter and answering general questions about applications. IIOs also assist DAOs in processing applications and sometimes adjudicating simple petitions. Previous petitions processed by the two IIOs include replacement of naturalization or citizenship certificates and replacement of green cards.

There are two types of orphan petitions: the I-600A, Application for Advance Processing of Orphan Petition; and the I-600, Petition to Classify Orphan as an Immediate Relative. In order to adjudicate an I-600, the IIOs have to review a home study performed by a licensed social worker to determine the fitness of the applicant to be a parent. In order to adjudicate an I-600A, the IIOs not only have to determine whether a child meets the definition of an orphan under U.S. law, but also determine whether the adoption was completed in a proper manner according to the laws of the foreign country where the adoption occurred. They are even more complicated than the I-600As, and unlike most immigration applications, they require examination of the laws of multiple foreign countries. Thus, according to the IIOs, adjudicating orphan petitions is much more complex than anything they had done previously. Even according to the USCIS web site, "adjudicating applications to adopt foreign-born children involves some of the most complex decision-making within immigration services."

PARTIES' ARGUMENTS

The Charged Party asserts that the new duties are consistent with the IIO position description and do not constitute a change that is more than *de minimis.*

The Charging Party asserts that the new duties are completely new duties that take up 100% of the employees' work time. The Charging Party pointed out that the employees needed training before assuming the new duties.

LAW

Prior to implementing a change in conditions of employment of bargaining unit employees, an agency is required to provide the exclusive representative with notice and an opportunity to bargain over those aspects of the change that are within the duty to bargain. *See United States Army Corps of Eng'rs, Memphis Dist., Memphis, Tenn.*, 53 FLRA 79, 81 (1997). Failure to provide notice and opportunity to bargain is a violation of section 7116(a)(1) and (5) of the Statute. However, an agency is only required to bargain over changes that have more than a *de minimis* impact on the working conditions of bargaining unit employees. *SSA, Office of Hearings and Appeals, Charleston, S.C.,* 59 FLRA 646 (2004) (*SSA*). In applying the *de minimis* standard, the Authority looks to the nature and extent of either the effect or the reasonably foreseeable effect of the change on bargaining unit employees' conditions of employment. *See, e.g., United States Dep't of the Treasury, IRS,* 56 FLRA 906, 913 (2000).

LEGAL ANALYSIS

In this case, the change, at least by May or June when the duties became permanent, was arguably more than *de minimis*. The change involved completely new duties that take up 100% of the employees' work time. Extensive training was necessary to prepare the employees for the duties. The duties are far more complex than any duties the employees previously performed.

Under the circumstances, the effect of the change on the IIOs conditions of employment is more than *de minimis* and thus the Activity violated sections 7116(a)(1) and (5) of the Statute by failing to provide the Union with notice and an opportunity to bargain. *U.S. Dep't. of HHS, SSA, Baltimore, Md.,* 41 FLRA 1309 (1991) (reorganization of Title 2 claims representatives found to be more than *de minimis*).

Alternatively, it could be argued that the change is *de minimis*. In this regard, IIOs are already responsible for processing various kinds of immigration petitions and for having general knowledge related to all petitions. Thus, adjudicating orphan petitions is encompassed within their position description and a natural extension of their duties. However, the IIO amended position description only expands their duties to simple petitions and the orphan petitions, even according to the USCIS web site, are very complicated. It is also notable that the duties were taken over from an adjudication officer, thus indicating that the duties are within the DAO responsibilities and not typical IIO duties.

Finally, this case is distinguishable from *United States Dep't of Homeland Sec., Border and Transp. Sec. Directorate, U.S. Customs and Border Prot., Border Patrol, Tucson Sector, Tucson, Ariz.*, 60 FLRA 169, 175 (2004) (*Tucson Sector*) where the Authority found the change to be *de minimis.* In *Tucson Sector*, the Authority found, even assuming a change, that the change was *de minimis,* citing the fact that the employees were not assigned *new duties*, nor were they required to perform any duties not previously required of them. The Authority also noted that the processes and procedures remained the same. In this case, the duties are new and the employees have never been required to adjudicate this type of petition or any similar types of petitions.

RECOMMENDATION

It is recommended that complaint issue absent settlement. Remedy is retroactive bargaining and an appropriate notice signed by the San Francisco District Director and posted throughout the San Francisco District. The 7116(a)(8) allegation needs to be withdrawn.

ATTACHMENT 4D2

SAMPLE AGENDA MINUTE OUTLINE FORMAT

Case Name:

Case No.:

Agenda Date:

Agent:

Present:

Brief Description of Allegation:

Summary of Agenda Discussion and Decision on each Allegation:

Remedy:

Action Required:

Trial Matters, If applicable:

Witness(es), subpoena issues?

Documents, subpoena issues?

ATTACHMENT 4D3

FIRST SAMPLE LETTER TO CHARGED PARTY
RE: UNILATERAL SETTLEMENT AGREEMENT

(date)

Charged Party Rep.
(Name and Address)

Re: (case name and #)

Dear Mr./Ms. (Name):

Enclosed is a copy of a Settlement Agreement and cover letter I have approved in the captioned case.

Because the Charging Party is not a party to the Settlement Agreement, the Respondent does **not** commence performance of the terms and provisions of the agreement until you have been notified that no appeal has been filed or that the General Counsel has sustained the Regional Director. Upon such notification, you should promptly take the actions described in the Settlement Agreement.

Please direct all other communications and any requests for assistance or information to the Authority Agent named below.

Sincerely,

Regional Director

Authority Agent: (name)
Enclosure

cc: Charging Party

ATTACHMENT 4D4

SECOND SAMPLE LETTER TO CHARGED PARTY
RE: UNILATERAL SETTLEMENT AGREEMENT
APPEAL DENIED--BEGIN COMPLIANCE

(date)

Charged Party Rep.
(Name and Address)

Re: (case name and #)

Dear Mr./Ms. (Name):

On (date), I approved a Settlement Agreement in this case which Respondent executed. On (date), the General Counsel denied the Charging Party's appeal of my decision to approve the Agreement. Respondent now should begin to comply with the terms of the Agreement.

A copy of the Agreement and six (6) copies of the Notice to All Employees are enclosed. As specified in the Agreement, copies of the Notice should be posted in conspicuous places, including all bulletin boards and other places where notices to employees represented by the (union) are customarily posted, for a period of at least sixty (60) consecutive days from the date of the posting. The (Agency/Union) is responsible for making a sufficient number of copies to fulfill that obligation. The (Agency/Union) also must take steps to ensure that the Notice is not altered, defaced, or covered by other material.

Finally, the (Agency/Union) is required to notify me in writing within five (5) days of your receipt of this letter of the steps taken to comply with the requirements of the

Agreement. Upon the expiration of the 60-day posting period, the (Agency/Union) must certify to me in writing that the requisite posting of the Notice has been completed. The (Agency/Union) should be served with copies of the notification and the certification.

If you require any assistance or further information concerning compliance in this matter, please contact the Agent named below.

Sincerely,

Regional Director

Agent: (Name and Tel. #)
enclosure

ATTACHMENT 4D5

SAMPLE LETTER TO CHARGING PARTY
RE: UNILATERAL SETTLEMENT AGREEMENT

(date)

Charging Party Rep.
(Name and Address)

Re: (case name and #)

Dear Mr./Ms. (Name):

Enclosed is a copy of the Settlement Agreement which I approved in the captioned case. By executing this agreement, the Charged Party has, among other things, agreed to (insert action(s)). You object to the Settlement Agreement because you believe that (insert reason(s)).

Pursuant to the General Counsel's policy regarding the settlement of unfair labor practice cases, Regional Directors have authority to approve settlement agreements unilaterally. In exercising this authority, Regional Directors consider certain criteria which include, but are not limited to:

1. Does the agreement remedy the specific allegations of the complaint?

2. Does the agreement remedy the specific harm caused by the violation--to the individual and/or the institution?

3. Has the Charging Party raised valid objections to the agreement?

4. How does the agreement communicate to employees their rights under the Statute and communicate to affected employees the terms of the agreement?

5. What is the cost (time, resources, and travel) involved in litigating the case in relation to the nature of the violation?

Applying the above criteria to the facts of this case, I have concluded that approval of the Settlement Agreement effectuates the purposes and policies of the Statute. (Insert a couple of sentences explaining why).

The Charged Party will not implement the terms of this Settlement Agreement until after either the time for filing an appeal of my approval of this Settlement Agreement has expired, or the General Counsel has denied such appeal. At that time, I will instruct the Charged Party to implement the terms of the Settlement Agreement.

You may file an appeal from the Regional Director's decision in this case by mail, hand delivery, or by facsimile transmission. Include the Case Number in your appeal and address it to:

Federal Labor Relations Authority
Office of the General Counsel
1400 K Street, NW
Attn: Appeals
Washington, D.C. 20424-0001

Fax No. 202-482-6608

Whichever method of filing you choose, please note that the last day for filing an appeal of this Settlement Agreement is (**date**). This means that an appeal that is mailed must be postmarked, or an appeal must be hand delivered or faxed, no later than (**date**). Please send a copy of your appeal to the Regional Director.

If more time is needed to prepare an appeal, a motion to request an extension of time may be filed. Mail, fax, or hand deliver the request for an extension of time to the Office of the General Counsel at the address listed above. Because a request for an extension of time must be received at least five days before the date the appeal is due, any mailed, faxed, or hand-delivered request for an extension of time in this case must be received at the above address no later than (**date**)

ATTACHMENT 4D6

SAMPLE LETTER TO CHARGED PARTY
RE: BILATERAL SETTLEMENT AGREEMENT

(Date)

Charged Party Rep.
(Name and Address)

Re: Case Name and Case Number

Dear Mr./Ms. (Name) and Mr./Ms. (Name):

I have approved the Settlement Agreement executed in the captioned case. The (agency/union) now should begin to comply with the terms of the Agreement.

A copy of the Agreement and six (6) copies of the Notice to All Employees are enclosed. As specified in the Agreement, copies of the Notice should be posted in conspicuous places, including all bulletin boards and other places where notices to employees represented by the (union) are customarily posted, for a period of at least sixty (60) consecutive days from the date of the posting. The (Agency/Union) is responsible for making a sufficient number of copies to fulfill that obligation. The (Agency/Union) also must take steps to ensure that the Notice is not altered, defaced, or covered by other material.

Finally, the (Agency/Union) is required to notify me in writing within five (5) days of your receipt of this letter of the steps taken to comply with the requirements of the Agreement. Upon the expiration of the 60-day posting period, the (Agency/Union) must certify to me in writing that the requisite posting of the Notice has been

completed. The (Agency/Union) should be served with copies of the notification and the certification.

If you require any assistance or further information concerning compliance in this matter, please contact the Agent named below.

Sincerely,

Regional Director

Agent: (Name and Tel. #)
enclosure

cc: Charging Party Rep.
(Name and Address)

ATTACHMENT 4F1

UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY
WASHINGTON REGIONAL OFFICE

AGENCY (NAME) (Respondent) -AND- UNION (NAME) (Charging Party)	**Case No: WA-CA-00003**

STIPULATION AND
FORMAL SETTLEMENT AGREEMENT

Pursuant to § 2423.25 of the Authority's Regulations, this Stipulation is entered into between the Agency (Name) (Respondent); the Union (Name); and the General Counsel of the Federal Labor Relations Authority (General Counsel) as a formal settlement of unfair labor practice Case No. WA-CA-00003. The parties hereby stipulate and agree as follows:

Procedural Background

1. The Charging Party filed a charge in Case No. WA-CA-00003 with the Regional Director of the Federal Labor Relations Authority, Washington Region (Regional Director) on October 1, 1999. The Respondent acknowledges receipt of the charge. The Charging Party filed a first amended charge with the Regional Director on February 22, 2000. The Respondent acknowledges receipt of the first amended charge.

2. Pursuant to § 7104(f)(2)(B) of the Federal Service Labor-Management Relations Statute (Statute) and based on this charge, the Regional Director issued a complaint and notice of hearing on February 23, 2000. The Respondent and the Charging Party were timely served copies of this complaint.

3. On March 15, 2000, the Acting Regional Director approved a Settlement Agreement in this case in which the Respondent agreed that it would post a notice to all employees; provide the Charging Party with copies of all correspondence received from bargaining unit employees in response to its solicitation of comments on August 31, 1999, September 3, 1999, November 4, 1999, and January 4, 2000; and hold a video teleconference (IVT) meeting similar to the meeting held on August 31, 1999, providing the Charging Party with prior notice and an opportunity to attend and participate in the meeting.

4. On October 4, 2000, the Regional Director rescinded the bilateral settlement because the Respondent had failed to hold a video teleconference (IVT) meeting similar to the meeting held on August 31, 1999, providing the Charging Party with prior notice and an opportunity to attend and participate in the meeting.

5. On October 5, 2000, the Regional Director reissued the complaint and notice of hearing in this case. The Respondent and the Charging Party were timely served copies of this complaint.

6. On October 24, 2000, the Respondent filed an answer to the reissued complaint.

Jurisdiction

7. The Agency (name) is an agency under 5 U.S.C. § 7103(a)(3).

8. Union (name) is a labor organization under 5 U.S.C. § 7103(a) (4) and is the exclusive representative of a unit of employees appropriate for collective bargaining at the Respondent.

9. Union (name) (if applicable, e.g., Council) is an agent of Union (name) for the purpose of representing employees in the Respondent's Office (name of Office) within the unit described in paragraph 8.

10. The parties are subject to the jurisdiction of the Statute.

Facts Supporting Violations

11. During the time period covered by this complaint, each person listed below occupied the position opposite his or her name:

(name)	Deputy Commissioner, Agency (name)
(name)	Associate Commissioner, Agency (name)
(name)	Regional Chief Judge, (name of Region)
(name)	Regional Chief Judge, (name of Office)

12. During the time period covered by this complaint, the persons named in paragraph 11 were supervisors and/or management officials under 5 U.S.C. § 7103(a)(10) and (11) at the Respondent.

13. During the time period covered by this complaint, Employee (name) occupied the position of Administrative Law Judge, (Office).

14. During the time period covered by this complaint, the person named in paragraph 13 was an agent of the Respondent.

15. During the time period covered by this complaint, the persons named in paragraphs 11 and 13 were acting on behalf of the Respondent.

16. On August 31, 1999, the Respondent, by (name), (name), (name), (name) and (name), held a meeting via interactive video teleconference (IVT) with employees in the bargaining unit described in paragraph 8.

17. The Respondent discussed the Hearing Process Improvement (HPI) Plan at the meeting described in paragraph 16.

18. The meeting described in paragraph 16 was formal in nature.

19. The meeting described in paragraph 16 was held without affording the Charging Party notice and an opportunity to be represented.

20. The Respondent, by employee (name), solicited suggestions and comments from employees in the bargaining unit described in paragraph 8 at the meeting described in paragraph 16.

21. The Respondent was bargaining with the Charging Party over HPI during August 1999 and during the months that followed.

22. On or about September 3, 1999, the Respondent solicited comments about HPI from employees in the bargaining unit described in paragraph 8.

23. On or about November 4, 1999, the Respondent solicited comments about HPI from employees in the bargaining unit described in paragraph 8.

24. On or about January 4, 2000, the Respondent solicited comments about HPI from employees in the bargaining unit described in paragraph 8.

Legal Conclusions

25. By the conduct described in paragraphs 16 through 19, the Respondent failed to comply with 5 U.S.C. § 7114(a)(2)(A).

26. By the conduct described in paragraphs 16 through 19, and paragraph 25, the Respondent committed an unfair labor practice in violation of 5 U.S.C. § 7116(a)(1) and (8).

27. By the conduct described in paragraphs 20, 22, 23, and 24, the Respondent committed unfair labor practices in violation of 5 U.S.C. § 7116(a)(1) and (5).

28. The parties hereby waive their right to a formal hearing, a decision by an Administrative Law Judge, and any other proceedings to which they might be entitled under the Statute or the Regulations.

29. Based on this Stipulation and record, the parties hereby consent to the entry without further notice of an FLRA Order providing as follows:

The Respondent shall:

(1) Cease and desist from

(a) Conducting formal discussions with bargaining unit employees without affording the Union (name), the exclusive representative of the employees, prior notice and an opportunity to be represented at the formal discussion, including formal discussions held by interactive video teleconference (IVT).

(b) Failing and refusing to bargain in good faith with the Union by bypassing the Union and dealing directly with bargaining unit employees concerning proposed changes in their conditions of employment, including the hearing process improvement (HPI) initiative.

(c) In any like or related manner, interfering with, restraining, or coercing its employees in the exercise of rights assured to them by the Federal Service Labor-Management Relations Statute.

(2) Take the following affirmative actions in order to effectuate the policies of the Statute:

(a) Hold a video teleconference (IVT) session about HPI on (date), from 1:00 pm to 2:30 pm (Eastern), including all bargaining unit employees in Office (name), and allow the Charging Party an opportunity to be represented and to participate to the

extent required by the Statute. Should the Respondent be unable to broadcast on (date), due to circumstances beyond its control such as system failure or act of God, it will hold the IVT session no later than (date).

(b) Post at all facilities where bargaining unit employees are located copies of the Notice to All Employees, attached hereto as Appendix A, on forms to be furnished by the Regional Director. On receipt of such forms, they shall be signed by the Associate Commissioner for (Office) and shall be posted and maintained for 60 consecutive days thereafter in conspicuous places, including all bulletin boards and other places where notices to employees are customarily posted. Reasonable steps shall be taken to ensure that such Notices are not altered, defaced, or covered by any other material.

(c) Pursuant to § 2423.41 of the Authority's Rules and Regulations, notify the Washington Regional Director, in writing, after 5 days and again after 60 days from the date of this Order, as to what steps have been taken to comply.

30. A U.S. Court of Appeals for any appropriate circuit may, upon application by the Authority, enter its decree enforcing the Order of the Authority consistent with paragraph 29. The Respondent waives all defenses to entry of the decree enforcing compliance with the Order of the Authority, and its right to receive notice of the filing of an application for the entry of such decree, provided that the decree is consistent with paragraph 29 herein. After the entry of the decree, the Respondent shall be required to comply with the affirmative provisions of the Authority's Order to the extent that it has not already done so.

31. This Stipulation, together with the attached appendix, shall constitute the entire record of this matter and the entire agreement of the parties, there being no other agreement of any kind which varies, alters, or adds to this Stipulation.

32. This Stipulation, together with the other documents constituting the record, shall be filed with the Authority in accordance with § 2423.25(c) of the Authority's Regulations, and is subject to the approval of the Authority.

This Stipulation shall be of no force and effect until the Authority has granted such approval. Upon approval of the Stipulation by the Authority, the Respondent shall immediately comply with the provisions of the Authority Order, consistent with paragraph 29 hereof.

Agency (name)
By _____
(name), Associate Commissioner
Office (name)

_____
Date

Union (name)
By_____
(name), President

_____
Date

Federal Labor Relations Authority
Washington Region
By_____
(name), Counsel for the General Counsel

_____
Date

APPROVED:

_____
(name), Regional Director
FLRA, Washington Region

_____
Date

UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY
WASHINGTON REGIONAL OFFICE

AGENCY (NAME) (Respondent) -AND- UNION (NAME) (Charging Party)	**Case No: WA-CA-00003**

REQUEST FOR APPROVAL OF FORMAL SETTLEMENT

Pursuant to section 2423.25(a)(2) of the Authority's Regulations, all parties to this matter entered into a Formal Settlement, which I have approved. Pursuant to section 2423.25(c) of the Regulations, the Formal Settlement is hereby forwarded to the Authority for approval.

By the Formal Settlement Agreement, the Respondent has acknowledged that unfair labor practices were committed when it held an (date), meeting with bargaining unit employees of the Office (name) without providing the Union (name) with prior notice and an opportunity to be represented, and when it solicited input directly from bargaining unit employees at this meeting. The Respondent has further acknowledged that unfair labor practices were committed on (date); (date); and (date), when it again solicited input from bargaining unit employees.

The Formal Settlement provides a complete remedy for the unfair labor practices, including an agreement that the Respondent will hold another meeting with employees on (date), with the Union present and post a Notice To All Employees. Accordingly, approval of the Formal Settlement should be found to effectuate the purposes and policies of the Statute.

CERTIFICATE OF SERVICE
CASE NO. WA-CA-00003

I hereby certify that on March 19, 2001, I served the foregoing STIPULATION AND FORMAL SETTLEMENT AGREEMENT upon the interested parties in this action by placing a true copy, postage prepaid, in the United States Post Office mailbox at Washington DC, addressed as follows:

The Honorable (name)
Administrative Law Judge
Federal Labor Relations Authority
1400 K St., NW
Washington, DC 20424-0001
202-482-6630 fax: 202-482-6629 CERTIFIED No.

Agency (name)
Address
Tel. # fax: CERTIFIED No.

Union (name)
Address
Tel.# fax: CERTIFIED No.

(name)
Deputy General Counsel
Office of the General Counsel
Federal Labor Relations Authority
1400 K St., NW
Washington, DC 20424-0001 By regular mail

_____

ATTACHMENT 4G1

LETTERHEAD

April 13, 2010

UNILATERAL CHANGE **EDITED COPY**

Tory Murray
President
AFGE Local
P.O. Box 798
Any City, Any State XXXXX

Re: Department of Veterans Affairs
Veterans Affairs Medical Center
and
American Federation of Government
Employees, Local 2000
Any City, Any State
Case No. XX-CA-XX-0030

Dear Ms. President:

The unfair labor practice charge in the instant case was filed with the XXX Regional Office on November 3, 2009. After investigation, consideration of the evidence, and application of the law to the facts, issuance of a complaint is not warranted.

The charge, as clarified during the investigation, alleges that the Department of Veterans Affairs, Veterans Affairs Medical Center, Any City, Any State (the Agency), violated section 7116(a)(1) and (5) of the Federal Service Labor-Management Relations Statute (the Statute) by unilaterally changing the tours of duty of Specialty Clinic employees. The Federal Labor Relations Authority has jurisdiction over the matters raised in the timely filed charge.

The investigation revealed that on September 11, 2009, Sally Miller, the Clinical Care Coordinator of the Acute Specialty Care Clinic, sent the Union President, Tory Murray an email stating that she was going to be changing the tours of duty of the Specialty Clinic staff. Murray sent Miller an email, informing her that she was obligated to meet with the Union to discuss the schedule change. On October 22, Murray met with Miller, Labor and Employee Relations Specialist Mark Green, and other Union officials. During the meeting, Murray expressed concern with the schedule change on the ground that some employees had child care responsibilities. Specifically, Murray said that one employee would no longer be able to meet her child coming off the bus. At the end of the October 22 meeting, the Agency agreed to arrange a meeting for Murray to talk to the bargaining unit employees for the purpose of finding out how the aforementioned schedule changes would affect them. However, because the Agency scheduled the meeting in the morning prior to the start of Murray's tour of duty, Murray asked that the meeting be cancelled.

Comment [f1]: Use Calibri 12 point font

Comment [f2]: Legalese

Comment [f3]: Passive voice

Comment [f4]: Dry first paragraph without much information; use a Strong Deep Issue Opener as shown in the other example dismissal letters

Comment [f5]: Unnecessary, not at issue

Comment [f6]: "you" should be used instead since the letter is addressed to Tory Murray

Comment [f7]: Wordiness; use "because" instead

Comment [f8]: Wordiness; use "to find" instead

Comment [f9]: Legalese

Comment [f10]: Wordy/complex; use "before"

Comment [f11]: Passive voice

The investigation further revealed that on October 27, Green sent Murray an email asking the Union to provide, in the next 10 calendar days, a list of negotiable topics, including the adverse impacts on bargaining unit employees, proposals pertaining to implementation of the schedule change, and any appropriate arrangements. Subsequent to Green's first email, Murray and Green exchanged emails, but at no point did Murray submit any proposals or discuss the adverse impacts on employees. Murray insisted that she did not have to provide anything to the Agency. On October 28, Murray requested certain information related to the schedule change, which was provided to Murray on October 29. The parties did not engage in further communication regarding the schedule change until November 3, when Murray filed the instant charge and provided Miller a copy of it.

Before implementing a change in conditions of employment, an Agency must provide the Union with notice of the change and an opportunity to bargain over those aspects of the change that are within the statutory duty to bargain. *Pension Benefit Guaranty Corp.*, 59 FLRA 48, 50 (2003). The Agency must provide the Union with sufficiently specific and definitive notice of the actual change so as to adequately provide the Union with a reasonable opportunity to request bargaining. *U.S. Army Corps of Eng'rs, Memphis Dist., Memphis, Tenn.*, 53 FLRA 79, 81-83 (1997). Once adequate notice is given, the Union must act to submit proposals, request additional information, or request additional time. *Dep't of the Air Force, Air Force Materiel Command, Wright-Patterson Air Force Base, Ohio*, 51 FLRA 1532, 1536 (1996). Failure to take such action may result in a finding that the Union has waived its bargaining rights. *Id.* (citing *Bureau of Engraving & Printing, Wash., D.C.*, 44 FLRA 575, 582-83 (1992)). In the instant case, the Union waived their bargaining rights by failing to submit proposals or identify adverse impacts, as requested by the Agency's October 27 email. Once Murray had asked for and received additional information about the schedule changes, it was her obligation to submit proposals or ask for additional time to respond to the email. Instead, she filed the instant charge before the Agency's 10-day deadline had even expired, and without further communicating with the Agency. The fact that the Agency tried to arrange a time for Murray to meet with bargaining unit employees prior to the start of her tour of duty is irrelevant, since they were not required under the Statute to provide official time for such a meeting.

For these reasons, your charge is being dismissed. An appeal may be filed by mail, by hand delivery or by facsimile transmission (fax) with the Office of General Counsel. The appeal should include the Case No. **XX-CA-XX30** and be addressed to the:

Federal Labor Relations Authority
Office of the General Counsel
1400 K Street, N.W., Second Floor
Washington, D.C. 20424-0001
Fax: 202-482-6608

Whichever method is chosen, please note that the last day for filing an appeal of the dismissal is **May 17, 2010**. This means that an appeal that is mailed must be postmarked, or an appeal must be hand delivered or faxed, no later than **May 17, 2010**. Please send a copy of the appeal to the Regional Director. If more time is needed for the purpose of preparing an appeal, an extension of time may be granted. The request for an extension of time to prepare the appeal should be mailed, hand delivered, or faxed to the Office of the General Counsel at the address or fax listed

Comment [f12]: Omit "The investigation further revealed that." Previous paragraph refers to investigation.

Comment [f13]: df

Comment [f14]: Wordy/complex; use "about"

Comment [f15]: Wordy/complex; use "after"

Comment [f16]: Consider substituting "the Union" for "Murray," to make the letter less personal.

Comment [f17]: Passive voice

Comment [f18]: Too wordy – "communicate again"

Comment [f19]: Legalese

Comment [f20]: Wordiness; use "to"

Comment [f21]: "Here"

Comment [f22]: Parallel structure problem: should be "Union waived its"

Comment [f23]: Consider substituting "the Union's" for "her," to make it less personal. The obligation was the Union's, not Jackson's personally.

Comment [f24]: Legalese

Comment [f25]: Complex/wordy; use "before"

Comment [f26]: Parallel structure problem; this is referring to "Agency" so it should be "it was"

Comment [f27]: Long paragraph – Break para. when apply law to case

Comment [f28]: Passive voice

Comment [f29]: Start new para. and use heading Appeal Rights

Comment [f30]: Passive voice

Comment [f31]: Use of "should" instead of "must"

Comment [f32]: Passive voice

Comment [f33]: Wordiness; use "to prepare"

Comment [f34]: Use of "should" instead of "must"

above. Because requests for an extension of time must be received at least five days before the date the appeal is due, any request for an extension of time in this case should be received at the above address no later than **May 12, 2010**.

Comment [f35]: Passive voice

Comment [f36]: Use of "should" instead of "must"

The procedures, time limits, and grounds for filing an appeal are set forth in the Authority's Regulations at section 2423.11(c) through (e) (Volume 5 of the Code of Regulations). 5 C.F.R. section 2423.11(c)-(e). The *regulations* may be found at any Authority Regional Office, public law library, some large general purpose libraries, Federal Personnel Offices and the Authority's Home Page Internet site: www.FLRA.gov. Enclosed is a document which summarizes commonly-asked questions and answers regarding the Office of the General Counsel's unfair labor practice appeals process.

Sincerely,

XXXXXX XXXXX
Regional Director

Enclosure: Appeals Question and Answers

ATTACHMENT 4G2

LETTERHEAD

Unilateral change Final

Date

Tory Murray, President
AFGE Local 2000
P.O. Box 7982
Roswell, GA 30076

Re: Department of Veterans Affairs
Veterans Affairs Medical Center
and
American Federation of Government
Employees, Local 2000
Roswell, Georgia
Case No. XX-CA-XX-0030

Dear Ms. Murray:

The FLRA XXX Region investigated your charge alleging that the Department of Veterans Affairs, Veterans Affairs Medical Center (the Agency) violated the Federal Service Labor-Management Relations Statute (the Statute) by changing employees' tours of duty without negotiating with the Union. An agency violates section 7116(a)(1) and (5) of the Statute if it changes employees' conditions of employment without notifying the union representing the employees and giving the union a chance to bargain.[2] If the agency has notified the union about a change, the union must submit proposals, ask for more information, or ask for more time.[3] If a union does not act, it will have waived its right to bargain.[4] Because the investigation revealed that you waived your right to bargain, I am not issuing a complaint in this case.

The investigation showed that on September 11, 2009, the Clinic Director sent you, as the Union President, an email stating that she was going to change the tours of duty of the Specialty Clinic staff. You wrote back that she had to meet with the Union to discuss the change.

On October 22, you met with Agency officials. During the meeting, you said you were concerned about employees with child care responsibilities. The Agency agreed to set up a meeting for you to talk to employees about how the schedules changes would affect them. But, because the Agency scheduled the meeting before your tour of duty started, you cancelled it.

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[2] *U.S. Army Corps of Eng'rs, Memphis Dist., Memphis, Tenn.*, 53 FLRA 79, 81 (1997).
[3] *Dep't of the Air Force, Air Force Materiel Command, Wright-Patterson Air Force Base, Ohio*, 51 FLRA 1532, 1536 (1996).
[4] *Id.*

On October 27, Labor Relations Specialist Mark Green emailed you and asked for a list of negotiable topics and proposals. Green told the Union to provide this information in 10 days. You and Green exchanged emails that same day, but you did not give him any proposals or discuss the changes' impact on employees. Instead, you told Green you did not have to give anything to the Agency. On October 28, you asked for information about the schedule change, which the Agency gave to you the next day. You did not have any other communication with the Agency about the schedule change. On November 3, you filed this charge.

In this case, the Union waived its right to bargain when it did not submit negotiable issues or proposals in response to Green's October 27 email. Once the Union received more information about the schedule changes, it needed to submit proposals, or ask for more time to submit them. Instead, you filed this charge before the Agency's 10-day deadline had even expired, and without communicating further with the Agency. For these reasons, I am dismissing your charge.

How to Appeal

If you want to file an appeal of my decision you may do so with the General Counsel of the FLRA at the following address:

Federal Labor Relations Authority
Office of the General Counsel (Attn: Appeals)
1400 K St., N.W., Second Floor
Washington, D.C. 20424-0001
Fax No. 202-482-6608

You have a deadline to file an appeal and must file your appeal no later than _____. This means that if you mail your appeal, you must postmark it by _____. If you deliver or fax your appeal you must do that by the same date. Please send a copy of your appeal to the _____ office.

If you need more time to prepare your appeal, you may ask the General Counsel for an extension. The General Counsel must receive your request for an extension by _____.

If you want to know how the General Counsel decides whether or not to grant an appeal, please review section 2423.11(e) of the Authority's Regulations on the Authority's web site: http://www.flra.gov/OGC_Appeals.

Sincerely,

XXXXXX XXXXX
Regional Director
XXXXXXXX Region

Enclosure: Appeals Question and Answers
cc:

ATTACHMENT 4G3

UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY

(a)(2)

Date

Lonnie Smith
50 East 14th St.
Denver, CO 80204

RE: Case No. XX-CA-XX-6789

Dear Ms. Smith:

My office investigated your charge that the Department of Veterans Affairs Medical Center, Denver, CO (Agency), violated section 7116(a)(1) and (2) of the Federal Service Labor-Management Relations Statute (Statute). The charge alleges that the Agency retaliated against you based on your protected activity when it proposed your removal. Because our investigation showed that protected activity you may have engaged in was not a motivating factor in the Agency's decision to propose your removal, I find that the Agency's actions did not violate the Statute.

You served as Union President from 1982-1988 and in 2009, you filed a grievance and a ULP. In mid-January 2011, you emailed the Agency Director about your assignment to a Primary Care team. You allege that this email was a grievance. The Director did not respond. On January 24, 2011, you were involved in an incident with a co-worker, and the Agency thereafter placed you on administrative leave. On February 14, 2011, the Agency issued you a proposed removal for two violations of Agency policy: (1) disruptive and threatening behavior on January 24; and (2) retaining private patient information and social security numbers for your personal use. After receiving this proposed removal, you retired from the Agency.

The Authority uses a two-prong test to determine if an agency has discriminated or retaliated against an employee in violation of section 7116(a)(1) and (2). First, the evidence must show the employee engaged in protected activity, and that the protected activity was a motivating factor in the agency's treatment of the employee concerning conditions of employment. Second, if there is evidence to establish these facts, the agency may rebut that evidence by showing: (1) it had a legitimate justification for the action; and (2) it would have taken the same action even in the absence of protected activity. *Letterkenny Army Depot,* 35 FLRA 113, 118 (1990).

The evidence in this case does not establish that any of your protected activity, i.e., your serving as Union President, the 2009 grievance, or your 2011 email to the Agency Director, played any role in the Agency's decision to propose your removal. In other words, there is insufficient evidence to prove the first prong of

the test for discrimination or retaliation. Because there is insufficient evidence to prove that your proposed removal was in retaliation for your protected activity, I am dismissing this charge.

Right to File an Appeal

If you want to file an appeal of my decision, you may do so with the General Counsel of the FLRA at the following address:

Federal Labor Relations Authority
Office of the General Counsel (Attn: Appeals)
1400 K St., N.W., Second Floor
Washington, D.C. 20424-0001
Fax No. 202-482-6608

You have a deadline to file an appeal and must file your appeal no later than _____. This means that if you mail your appeal, you must postmark it by _____. If you deliver or fax your appeal you must do that by the same date. Please send a copy of your appeal to the (insert Region) office.

If you need more time to prepare your appeal, you may ask the General Counsel for an extension. The General Counsel must receive your request for an extension by _____.

If you want to know how the General Counsel decides whether or not to grant an appeal, please review section 2423.11(e) of the Authority's Regulations on the Authority's web site: http://www.flra.gov/OGC_Appeals.

Sincerely,

XXXXX XXXXXX
Regional Director

Enclosure: Appeals Question and Answers

cc:

ATTACHMENT 4G4

LETTERHEAD

Multiple Allegations

Date

Howard Jacobs, President
AFGE Local 1234
1892 Fort Road
Sheridan, WY 82801

Re: Department of Veterans Affairs
VA Medical Center
and
American Federation of Government Employees, Local 1234
Sheridan, Wyoming
Case No. XX-CA-XX-0002

Dear Mr. Smith:

The FLRA XXXX Region investigated your charge alleging that the Department of Veterans Affairs, VA Medical Center (the Agency) violated section 7116(a)(1), (5) and (8) of the Federal Service Labor-Management Relations Statute (the Statute), by: (1) moving work stations into the hallways of Building 64 without properly bargaining with AFGE Local 1234 (the Union), and (2) failing to respond to the Union's August 5 information request. An Agency violates section 7116(a)(1) and (5) of the Statute if it makes a change to employees' conditions of employment without notifying the Union representing the employees, and giving the Union a chance to bargain.[5] An agency also violates section 7116(a)(1), (5), and (8) of the Statute if it fails to give the union information "which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining."[6] Because there was no change, and because the Union failed to show how it would use the information requested, I find that the Agency did not violate the Statute.

On or about July 23, 2010, some employees told you that the Agency wanted to move their work stations into the hallways of Building 64. A few days later, the Agency put desks, computers and phones in one hallway, but did not order the employees to work at those new stations. Then on August 5, on behalf of the Union you sent the Agency a request to bargain over the change, along with an information request. In that information request, you asked for the following: (a) data/information used in determining the need for the change, (b) complete and proper explanation of the change, and (c) all other documentation relevant to this issue. You also stated that the information was necessary to represent bargaining unit employees in negotiations. The Agency did not respond to your request.

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[5] *Pension Benefit Guaranty Corp.*, 59 FLRA 48, 50 (2003).
[6] 5 U.S.C. 7114(b)(4).

Bargaining Allegation

An agency cannot violate the Statute by failing to bargain over a change in conditions of employment if the facts reveal there has not been a change.[7] To determine whether a change has occurred, the Authority analyzes the facts and circumstances of each case, including the agency's conduct and the employees' conditions of employment.[8] Here, although the Agency put work stations in the hallway, it did not require employees to use them. So, I conclude the Agency did not change conditions of employment, and I am dismissing this allegation.

Information Request Allegation

To establish that requested information is necessary, a union must show a "particularized need" for the information. The Union must specifically explain: (1) why it needs the information; (2) how it will use the information; and (3) how its use of the information relates to its responsibilities under the Statute.[9] Here, you did not show a "particularized need" because you did not tell the Agency how the Union would use the requested information, other than to represent employees in negotiations. The Agency was not required to negotiate because it did not change employees' conditions of employment, so you could not show that you needed the information for that purpose.[10] Therefore, I am dismissing this allegation.

How to Appeal

If you want to file an appeal of my decision, you may do so with the General Counsel of the FLRA at the following address:

Federal Labor Relations Authority
Office of the General Counsel (Attn: Appeals)
1400 K St., N.W., Second Floor
Washington, D.C. 20424-0001
Fax No. 202-482-6608

You have a deadline to file an appeal and must file your appeal no later than _____. This means that if you mail your appeal, you must postmark it by _____. If you deliver or fax your appeal you must do that by the same date. Please send a copy of your appeal to the (insert Region) office.

If you need more time to prepare your appeal, you may ask the General Counsel for an extension. The General Counsel must receive your request for an extension by _____.

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[7] *U.S. Dep't of Labor, OSHA, Region 1, Boston, Mass.*, 58 FLRA 213, 215 (2002).
[8] *92nd Bomb Wing, Fairchild AFB, Spokane, Wash.*, 50 FLRA 701, 704 (1994).
[9] *U.S. Dep't of the Air Force, Air Force Materiel Command, Kirtland Air Force Base, Albuquerque, N.M.*, 60 FLRA 791, 794 (2005) (quoting *IRS, Wash. D.C.*, 50 FLRA 661, 669 (1995)).
[10] *U.S. Dep't of the Treasury, IRS*, 64 FLRA 972, 979 (2010) (where a union asserts it needs information to draft bargaining proposals about a certain matter, and that matter is outside duty to bargain, union does not demonstrate information is necessary).

If you want to know how the General Counsel decides whether or not to grant an appeal, please review section 2423.11(e) of the Authority's Regulations on the Authority's web site: http://www.flra.gov/OGC_Appeals.

Sincerely,

XXXXX XXXXXX
Regional Director
XXXXXXXX Region

Enclosure: Appeals Question and Answers

cc:

ATTACHMENT 4G5

LETTERHEAD

Model Partial Dismissal Letter

Mr. Rober Sachs
NAGE Local R1-4
59 Surrey St., Box 12
Devens, MA 01434

Re: Department of the Army
U.S. Army Garrison
Fort Devens, Massachusetts
Case No. XX-CA-XX-0347

Dear Mr. DeFilippo:

The FLRA Boston Region investigated the Union's charge that the Department of the Army, U.S. Army Garrison, Fort Devens (the Activity) committed an unfair labor practice by coercing, intimidating, and discriminating against you, as Union President. An agency violates section 7116(a)(1) of the Federal Service Labor-Management Statute (the Statute) by coercing or intimidating employees because of their protected activity[11] and it violates section 7116(a)(2) of the Statute by discriminating against employees because of their protected activity.[12] I am issuing a complaint against the Activity based on the section 7116(a)(1) allegation, but because there was not enough evidence to prove that the Activity discriminated against you as Union President, I am not issuing a complaint on the section 7116(a)(2) allegation.[13] Below is an explanation of my reasons for deciding not to issue complaint on this allegation.

The investigation revealed that on August 26, 2010, the Union filed a Step 1 grievance about a bargaining unit employee's security clearance. The Activity did not respond, so the Union filed the Step 2 grievance with the Commander of the U.S. Army Support Activity, Joint Base McGuire-Dix-Lakehurst. The Activity returned the grievance to the Union without taking any action on it, claiming that the Commander, Fort Devens, was the proper Step 2 official. On October 15, 2010, the Union filed a Step 3 grievance with the Commander, Installation Management Command (IMCOM).

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11 *U.S. Dep't of Agric., U.S. Forest Serv., Frenchburg Job Corps, Mariba, Ky.*, 49 FLRA 1020, 1028-36 (1994).

12 *Letterkenny Army Depot*, 35 FLRA 113, 118 (1990).

13 As I explain at the end of this letter, you have the right to appeal my decision to dismiss the discrimination allegation. If you do appeal, the Region will not issue the complaint on the section 7116(a)(1) violation until the Office of the General Counsel decides your appeal.

On October 29, 2010, the Fort Devens Commander and your supervisor called you on your cell phone while you were off duty. During the conversation, the Commander berated you for being disloyal by elevating the grievance above his level rather than dealing directly with him.

To prove that an agency took discriminatory action against an employee under section 7116(a)(2), the General Counsel must show that: (1) that the employee was engaged in protected activity, and (2) the protected activity was at least part of the reason the agency took a particular action against the employee with regard to conditions of employment. *Letterkenny Army Depot,* 35 FLRA 113, 118 (1990).

Here, the evidence shows that you were involved in protected activity when you filed the grievance. However, the charge does not allege, and there is no evidence, that the Activity took any action against you because of your protected activity. So, I am dismissing the section 7116(a)(2) allegation.

Right to File an Appeal

If you want to file an appeal of my decision, you may do so with the General Counsel of the FLRA at the following address:

Federal Labor Relations Authority
Office of the General Counsel (Attn: Appeals)
1400 K St., N.W., Second Floor
Washington, D.C. 20424-0001
Fax No. 202-482-6608

You have a deadline to file an appeal and must file your appeal no later than _____. This means that if you mail your appeal, you must postmark it by _____. If you deliver or fax your appeal you must do that by the same date. Please send a copy of your appeal to the (insert Region) office.

If you need more time to prepare your appeal, you may ask the General Counsel for an extension. The General Counsel must receive your request for an extension by .

If you want to know how the General Counsel decides whether or not to grant an appeal, please review section 2423.11(e) of the Authority's Regulations on the Authority's web site: http://www.flra.gov/OGC_Appeals.

Sincerely yours,

XXXXXXX XXXXXXX
Regional Director
XXXXXXXX Region

Enclosure: Appeals Question and Answers
cc:

ATTACHMENT 4G6

SAMPLE LETTER NOTIFYING PARTIES
OF REVOCATION OF DISMISSAL LETTER AFTER APPEAL

(Date)

Charging Party Rep.
(Name and Address)

Charged Party Rep.
(Name and Address)

Re: Case Name and Case Number

Dear Mr./Ms. (Name) and Mr./Ms. (Name):

On (date), I received a copy of the Charging Party's appeal in the captioned case from the Office of the General Counsel. Based on the issues raised in the appeal and a review of the record, I am revoking the dismissal letter dated ( ), and am reopening the case for further to investigate (insert issue/s). I encourage the parties to cooperate fully in the investigation which will commence shortly.

Sincerely,

Regional Director

cc: (insert name)
Assistant General Counsel for Appeals
Office of the General Counsel
Federal Labor Relations Authority
1400 K Street, NW, Suite 210
Washington, DC 20424-0001