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UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
OFFICE OF THE GENERAL COUNSEL

FREEDOM OF INFORMATION OFFICE
Washington, D.C. 20570

Date: September 11, 2012

Re: FOIA ID/LR-2012-0586

This is our final response to your Freedom of Information Act (FOIA) request, dated August 3, 2012, and received in this Office for reply on August 13, 2012, in which you request a digital/electronic copy of the NLRB Pleadings Manual and NLRB RD Manual. In a subsequent communication with me on August 21, 2012, you modified your request and agreed to receive a redacted copy of the Pleadings Manual and only the Table of Contents for the RD Manual.

I have enclosed a CD with the requested data. Please note, the RD Manual did not have a Table of Contents so one was created for you.

For the purpose of accessing fees, I have placed you in Category III, "all other requesters" category. As a requester in this category, you will not be charged for the first 100 pages of duplication or the first two hours of search time. **NLRB Rules and Regulations, 29 C.F.R § 102.117(d)(2)(ii)(D)**. There is no charge for processing this FOIA request.

The undersigned is responsible for the above determination. You may obtain a review thereof under the provisions of the NLRB's Rules and Regulations, Section 102.117(c)(2)(v), by filing an appeal with the General Counsel, Office of Appeals, National Labor Relations Board, Washington, D.C., 20570, within 28 calendar days of the date of this letter, such period beginning to run on the calendar day after the date of this letter. Thus, the appeal must be received by the close of business at 5:00 p.m. (ET) on October 9, 2012. Any appeal should contain a complete statement of the reasons upon which it is based. Questions concerning an appeal of this determination should be directed to the Office of Appeals. For questions concerning this letter, please call Diane Bridge, FOIA Supervisor, at (202) 273-3851.

Sincerely,

A handwritten signature in cursive script that reads "Jacqueline Young".

Jacqueline A. Young
Freedom of Information Officer

Enclosure

SLS/kmb
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**NATIONAL LABOR RELATIONS BOARD
PLEADINGS MANUAL**

COMPLAINT FORMS

REVISED 2012



**OFFICE OF THE GENERAL COUNSEL
DIVISION OF OPERATIONS-MANAGEMENT**

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BEST PRACTICES

[FOIA EXEMPTION 5]

[FOIA EXEMPTION 5, CONT'D]

100 CAPTIONS

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION _____

Note: If respondent is a **general partnership** the caption should read:

[partner's name], [partner's name] and [partner's name], d/b/a [company name]

If respondent is a **limited partnership** the caption should read:

[company name], a limited partnership, and [general partner's name],
general partner

If respondent is a **sole proprietorship** the caption should read:

[owner's name], d/b/a [company-name]

If an employer is a joint employer, single employer or alter ego, that may be reflected in the caption but since that status is not part of the legal name of the charged party, it is optional to include that in the caption. Those allegations will still be included in the complaint.

If respondent is a **joint employer** the caption could read:

[name of first employer] and [name of second employer], joint employers

However, if the name of the employing entity is different from the names of the joint employers the caption could state:

[name of first employer] and [name of second employer] joint employers,
d/b/a [name under which the employers are doing business]

If respondents constitute a **single employer**, the caption could read:

[name of first employer] and [name of second employer], a single
employer

If respondents are **alter egos**, the caption could read:

[name of first employer] and [name of second employer], alter egos

100.1 CA Cases

[FULL CORRECT LEGAL NAME OF
RESPONDENT EMPLOYER(S)]

and

Case __-CA-__

[FULL NAME OF CHARGING PARTY(S) -- If
charging party is filing as an individual and not in
representative capacity, add: ", an Individual."]

100.1(a) CA Cases, Where Interests of Others Involved

[FULL NAME OF RESPONDENT EMPLOYER(S)]

and

Case __-CA-__

[FULL NAME OF CHARGING PARTY(S) -- If
charging party is filing as an individual and not in
representative capacity, add: ", an Individual."]

and

[FULL NAME OF INTERESTED PARTY OR PARTY TO THE
CONTRACT- If contract or recognition is being attacked]

(Party to the Contract)

(Party in Interest)

100.1(b) Postal Service Cases

UNITED STATES POSTAL SERVICE

and

Case __-CA-__

[FULL NAME OF CHARGING PARTY(S) -- If
charging party is filing as an individual and not in
representative capacity, add: ", an Individual."]

100.2 CB, CC, CP, CG Cases

[FULL CORRECT LEGAL NAME OF RESPONDENT UNION(S)
(NAME OF EMPLOYER INVOLVED IF OTHER THAN CHARGING
PARTY)]

and Case __-C -__

[FULL NAME OF CHARGING PARTY(S) -- If charging party is filing as an
individual and not in representative capacity, add: ", an Individual."]

100.2(a) Where Interests of Others Involved

[FULL NAME OF RESPONDENT EMPLOYER(S) OR
RESPONDENT UNION(S) (NAME OF
EMPLOYER INVOLVED
IF OTHER THAN CHARGING PARTY)]

and Case __-C -__

[FULL NAME OF CHARGING PARTY(S) -- If
charging party is filing as an individual and not in
representative capacity, add: ", an Individual."]

and

[FULL NAME OF INTERESTED PARTY OR
PARTY TO THE CONTRACT -If contract or
recognition is being attacked.]

(Party to the Contract)

(Party in Interest)

100.3 CD Cases

[FULL CORRECT LEGAL NAME OF RESPONDENT UNION(S)]

and Case __-CD-__

[FULL NAME OF CHARGING PARTY(S)]-- If charging party is filing as an
individual and not in representative capacity, add: ", an Individual."]

and

[FULL NAME OF EMPLOYER HAVING
CONTROL OVER ASSIGNMENT OF
DISPUTED WORK IF NOT CHARGING
PARTY]

and

[FULL NAME OF UNION NOT ALREADY NAMED HAVING INTEREST]

100.4 CE Cases — Union

[FULL CORRECT LEGAL NAME OF RESPONDENT UNION(S)]

and Case __-CE-__

[FULL NAME OF CHARGING PARTY(S) -- If charging party is filing as an individual and not in representative capacity, add: ", an Individual."]

and

[FULL NAME OF EMPLOYER PARTY TO THE CONTRACT -If contract or recognition is being attacked.]

Party to the Contract

100.5 CE Cases — Employer

[FULL CORRECT LEGAL NAME OF RESPONDENT EMPLOYER(S)]

and Case __-CE-__

[FULL NAME OF CHARGING PARTY(S) -- If charging party is filing as an individual and not in representative capacity, add: ", an Individual."]

and

[FULL NAME OF UNION PARTY TO THE CONTRACT names of uncharged other employers and unions that are parties to the contract should be listed individually]

Party to the Contract

100.6 CE Case — Employer and Union — Single Charge

[FULL CORRECT LEGAL NAME OF RESPONDENT EMPLOYER(S) AND FULL CORRECT LEGAL NAME OF RESPONDENT UNION(S)]

and Case __-CE-__

[FULL NAME OF CHARGING PARTY(S) -- If charging party is filing as an individual and not in representative capacity, add: ", an Individual."]

100.7 Consolidated — Same Respondent, Same Charging Party

[FULL CORRECT LEGAL NAME OF RESPONDENT EMPLOYER(S)
OR RESPONDENT UNION(S)
(NAME OF EMPLOYER INVOLVED IF OTHER THAN CHARGING
PARTY)]

and

Cases __-C -____
and
__-C -____

[FULL NAME OF CHARGING PARTY(S) -- If charging party is filing as an
individual and not in representative capacity, add: ", an Individual."]

and

[FULL NAME OF INTERESTED PARTY OR PARTY TO THE
CONTRACT]

(Party to the Contract)

(Party in Interest)

100.8 Consolidated — Same Respondent, Different Charging Parties

[FULL CORRECT LEGAL NAME OF RESPONDENT EMPLOYER(S)] or
[RESPONDENT UNION(S)
(NAME OF EMPLOYER INVOLVED IF OTHER THAN CHARGING
PARTY)]

and

Case __-C -____

[FULL NAME OF CHARGING PARTY] -- If charging party is filing as an
individual and not in representative capacity, add: ", an Individual."]

and

Case __-C -____

[FULL NAME OF CHARGING PARTY(S) -- If charging party is filing as an
individual and not in representative capacity, add: ", an Individual."]

and

[FULL NAME OF INTERESTED PARTY OR PARTY TO THE
CONTRACT]

(Party to the Contract)

(Party in Interest)

**100.9 Consolidated — CA/CB — Same or Different Charging Parties,
One Case Involving Interested Party or Party to the Contract**

[FULL NAME OF RESPONDENT EMPLOYER(S)]

and

Case __-C -_____

[FULL NAME OF CHARGING PARTY(S) -- If charging party is filing as an individual and not in representative capacity, add: ", an Individual."]

and

[FULL NAME OF INTERESTED PARTY OR PARTY TO THE CONTRACT]

(Party to the Contract)

(Party in Interest)

[FULL CORRECT LEGAL NAME OF RESPONDENT UNION(S)
(NAME OF EMPLOYER INVOLVED IF OTHER THAN CHARGING PARTY)]

and

Case __-C -_____

[FULL NAME OF CHARGING PARTY(S) -- If charging party is filing as an individual and not in representative capacity, add: ", an Individual."]

and

Case __-C -_____

[FULL NAME OF CHARGING PARTY(S) -- If charging party is filing as an individual and not in representative capacity, add: ", an Individual."]

100.10 Consolidated — CA/CB — Same or Different Charging Parties

[FULL CORRECT LEGAL NAME OF RESPONDENT EMPLOYER(S)]

and

Case __-CA-_____

[FULL NAME OF CHARGING PARTY(S) -- If charging party is filing as an individual and not in representative capacity, add: ", an Individual."]

[FULL CORRECT LEGAL NAME OF RESPONDENT UNION(S)]

and

Case __-CA-_____

[FULL NAME OF CHARGING PARTY(S) -- If charging party is

filing as an individual and not in representative capacity, add: ", an Individual."]

100.10(a) Consolidated — CA/CB — Multiple Charging Parties

[FULL CORRECT LEGAL NAME OF RESPONDENT EMPLOYER(S)]

and

[FULL NAME OF CHARGING PARTY(S) -- If charging party is filing as an individual and not in representative capacity, add: ", an Individual."]

Case __-CA-__

[FULL NAME OF CHARGING PARTY(S) -- If charging party is filing as an individual and not in representative capacity, add: ", an Individual."]

Case __-CA-__

[FULL CORRECT LEGAL NAME OF RESPONDENT UNION]

and

[FULL NAME OF CHARGING PARTY(S) -- If charging party is filing as an individual and not in representative capacity, add: ", an Individual."]

Case __-CB-__

[FULL NAME OF CHARGING PARTY(S) -- If charging party is filing as an individual and not in representative capacity, add: ", an Individual."]

Case __-CB-__

100.11 Where the Respondent is in Bankruptcy

100.11(a) Trustee in Bankruptcy

[FOIA EXEMPTION 5]

[FULL CORRECT LEGAL NAME OF RESPONDENT]

and

[FULL NAME OF TRUSTEE IN BANKRUPTCY],

AS TRUSTEE IN BANKRUPTCY

and

Case __-CA-__

[FULL NAME OF CHARGING PARTY(S) -- If charging party is filing as an individual and not in representative capacity, add: ", an Individual."]

100.11(b) Debtor-in-Possession

[FULL NAME OF DEBTOR-IN-POSSESSION], DEBTOR-IN-POSSESSION

and

Case __-CA-__

[FULL NAME OF CHARGING PARTY(S) -- If charging party is filing as an individual and not in representative capacity, add: ", an Individual."]

100.12 Consolidated—C and R

[FULL CORRECT LEGAL NAME OF RESPONDENT EMPLOYER(S)]

and

[FULL NAME OF CHARGING PARTY(S) -- If charging party is filing as an individual and not in representative capacity, add: ", an Individual."]

and

Case __-C -__

[FULL NAME OF INTERESTED PARTY OR PARTY TO THE CONTRACT]

(Party to the Contract - if contract or recognition is being attacked)

(Party in Interest)

[FULL NAME OF EMPLOYER(S)]

Employer

and

[FULL NAME OF PETITIONER]

Petitioner

Case __-R -__

and

[FULL NAME OF INTERVENOR -Include if contract or recognition is being attacked.]

Union or Intervenor

101 INTRODUCTORY PARAGRAPHS

101.1 General Introductory Paragraphs

Note: If the charge is filed by an individual and not in a representative capacity, add “, an Individual” so it reads “...based on a charge filed by [full name of charging party], an Individual ([short name]), is issued. . “

If the charge does not correctly identify respondent's legal name, and minor variations are to be corrected in the body and the caption without obtaining an amended charge, the following language may be substituted: (Respondent or [short name]), whose correct name is [correct name of Respondent],

101.1(a) Single Respondent

COMPLAINT AND NOTICE OF HEARING

This Complaint and Notice of Hearing is based on a charge filed by [full name of charging party] (if the Charging Party is filing as an individual and not in a representative capacity, add: , an Individual) ([short name]). It is issued pursuant to Section 10(b) of the National Labor Relations Act, 29 U.S.C. § 151 et seq. (the Act), and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board) and alleges that [full name of respondent] (Respondent or [short name]) has violated the Act as described below:

101.1(b) Multiple Respondents Named in the Same Charge

COMPLAINT AND NOTICE OF HEARING

This Complaint and Notice of Hearing is based on a charge filed by [full name of charging party] (if the Charging Party is filing as an individual and not in a representative capacity, add: , an Individual) ([short name]). It is issued pursuant to Section 10(b) of the National Labor Relations Act, 29 U.S.C. § 151 et seq. (the Act), and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board) and alleges that [full name of respondent]

[short name] and [full name of additional respondent] ([short name])
(collectively, Respondents) have violated the Act as described below:

101.2 U.S. Postal Service Cases

COMPLAINT AND NOTICE OF HEARING

This Complaint and Notice of Hearing is based on a charge filed by [full name of charging party] (if the Charging Party is filing as an individual and not in a representative capacity, add: , an Individual) ([short name]). It is issued pursuant to Section 10(b) of the National Labor Relations Act, 29 U.S.C. § 151 et seq. (the Act), the Postal Reorganization Act, 39 U.S.C. § 101 et seq. (PRA), and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board), and alleges that United States Postal Service (Respondent) (Respondent or [short name]) has violated the Act as described below:

101.3 Consolidated Cases with Same Respondent

Note: If a complaint has already issued based on an earlier charge, the following language should be used to begin this paragraph:

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board), and to avoid unnecessary costs or delay, IT IS ORDERED THAT Case _____, filed by [Full name of charging party] ([short name]) against [full name of respondent] ([short name]) is consolidated with Case _____ filed by [short name of charging party] against [short name of respondent], in which a Complaint and Notice of Hearing issued on [date].

**ORDER CONSOLIDATING CASES, CONSOLIDATED
COMPLAINT AND NOTICE OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, IT IS ORDERED THAT Cases _____ and Case _____, which are based on a charge filed by [full name of first charging party] (if the Charging Party is filing as

an individual and not in a representative capacity, add: , an Individual) ([short name]) and a charge filed by [full name of second charging party] (if filed by individual and not in representative capacity, add: , an Individual) ([short name]), respectively, against [full name of respondent] ([short name]) are consolidated.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act, 29 U.S.C. § 151 et seq. (the Act) and Section 102.15 of the Board's Rules and Regulations, and alleges Respondent has violated the Act as described below:

101.4 Consolidated Cases with Different Respondents — Order Consolidating Cases, Consolidated Complaint and Notice of Hearing

ORDER CONSOLIDATING CASES, CONSOLIDATED COMPLAINT AND NOTICE OF HEARING

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board), and to avoid unnecessary costs or delay, IT IS ORDERED THAT Case _____, which is based on a charge filed by [full name of charging party] (if the Charging Party is filing as an individual and not in a representative capacity, add: , an Individual) ([short name]), against [full name of first respondent] ([short name]), and Case _____, which is based on a charge filed by [full name of second charging party] (if filed by individual and not in representative capacity, add: , an Individual) ([short name]) against [full name of second respondent] ([short name]) (collectively, Respondents), are consolidated.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act, 29 U.S.C. § 151 et seq. (the Act) and Section 102.15 of the Board's Rules and Regulations and alleges Respondent has violated the Act as described below:

101.5 Consolidated Cases with Different Respondents — Order Further Consolidating Cases, Consolidated Complaint and Notice of Hearing

ORDER FURTHER CONSOLIDATING CASES, CONSOLIDATED COMPLAINT AND NOTICE OF HEARING

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board), and to avoid unnecessary costs or delay, IT IS ORDERED THAT the Consolidated Complaint and Notice of Hearing issued on [date], in Cases _____ and _____, alleging that [full name of Respondent] ([short name]) had violated the National Labor Relations Act, 29 U.S.C. § 151 et seq. (the Act), by engaging in unfair labor practices, is further consolidated with Case _____, which alleges that Respondent has engaged in further unfair labor practices within the meaning of the Act.

This Second Consolidated Complaint and Notice of Hearing, issued pursuant to Section 10(b) of the Act and Section 102.15 of the Board's Rules and Regulations, is based on these consolidated cases and alleges that Respondent has violated the Act as described below:

101.6 Consolidating Complaint with Outstanding Representation Hearing

**ORDER CONSOLIDATING CASES,
COMPLAINT AND NOTICE OF HEARING**

This Complaint and Notice of Hearing is based on a charge filed by [full name of charging party] (if the Charging Party is filing as an individual and not in a representative capacity, add: , an Individual) ([short name]). It is issued pursuant to Section 10(b) of the National Labor Relations Act, 29 U.S.C. § 151 et seq. (the Act), and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board) and alleges that [full name of respondent] ([short name]) has violated the Act as described below.

IT IS HEREBY ORDERED, pursuant to Section 102.33 of the Board's Rules, that Case [C case number] and Case [R Case number] are consolidated for the purposes of hearing, ruling, and decision by an administrative law judge and that thereafter Case [R case number] be transferred to and continued before the Board in Washington, DC, and that the provisions of Sections 102.46 and 102.69(e) of the Board's Rules shall govern the filing of exceptions.

Or (if election conducted pursuant to Consent Election Agreement)

IT IS HEREBY ORDERED, Pursuant to Section 102.33 of the Board's Rules that Case [C case number] and Case [R Case number] are consolidated for the purposes of hearing, ruling, and decision by an administrative law judge and that thereafter Case [R case number] shall be severed and transferred to the undersigned Regional Director for further processing.

101.7 Complaint Based on Breach of Affirmative Provisions of Settlement Agreement (No Prior Complaint)

[FOIA EXEMPTION 5]

Complaint Based on Breach of Affirmative Provisions of Settlement Agreement

Based upon a charge filed by [full name of charging party] (if the Charging Party is filing as an individual and not in a representative capacity, add: , an Individual) ([short name]), in Case _____, against [full name of respondent] ([Respondent]), alleging that it violated the National Labor Relations Act, 29 U.S.C. § 151 et seq. (the Act), by engaging in unfair labor practices, on [date settlement was approved], a Settlement Agreement and Notice to Employees (and Members) was approved (the Settlement), a copy of which is attached as Appendix A, and pursuant to which Respondent agreed to take certain actions to remedy the unfair labor practices specified in the Settlement. Respondent has failed to comply with the terms of the Settlement. Accordingly, pursuant to the terms of the Settlement and Section 10(b) of the Act and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board), the following Complaint is issued:

101.8 Complaint Reissuance Based on Breach of Affirmative Provisions of Settlement Agreement

[FOIA EXEMPTION 5]

Complaint Based on Breach of Affirmative Provisions of Settlement Agreement

Based upon a charge filed by [full name of charging party] (if the Charging Party is filing as an individual and not in a representative capacity, add: , an Individual) ([short name]), a Complaint and Notice of Hearing issued in Case _____, against [full name of respondent] (Respondent), alleging that it violated the National Labor Relations Act, 29 U.S.C. § 151 et seq. (the Act), by engaging in unfair labor practices. On [date settlement was approved], a Settlement Agreement and Notice to Employees (and Members) was approved (the Settlement), a copy of which is attached as Appendix A, and pursuant to which Respondent agreed to take certain actions to remedy the unfair labor practices alleged in the Complaint. Respondent has failed to comply with the terms of the Settlement. Accordingly, pursuant to the terms of the Settlement and Section 10(b) of the Act and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board), the Complaint is reissued as follows:

101.9 Complaint Reissuance Based on Breach of Settlement Agreement (Violation of Cease and Desist Provisions/Conduct Which Must Be Ruled Upon By an ALJ)

[FOIA EXEMPTION 5]

Order Consolidating Cases, Complaint and Notice of Hearing

Based upon a charge filed by [full name of charging party] (if the Charging Party is filing as an individual and not in a representative capacity, add: , an Individual) ([short name]), a Complaint and Notice of Hearing issued in Case _____, (Complaint) against [full name of respondent] (Respondent), alleging

that it violated the National Labor Relations Act, 29 U.S.C. § 151 et seq. (the Act), by engaging in unfair labor practices. On [date settlement was approved], a Settlement Agreement and Notice to Employees (and Members) was approved (the Settlement), a copy of which is attached as Appendix A, and pursuant to which Respondent agreed to take certain actions to remedy the unfair labor practices alleged in the Complaint. Respondent has failed to comply with the terms of the Settlement. On [date], [full name of charging party] (if the Charging Party is filing as an individual and not in a representative capacity, add: , an Individual) ([short name]) filed a charge in Case _____, alleging Respondent had engaged in additional unfair labor practices in violation of the National Labor Relations Act, 29 U.S.C. § 151 et seq. (the Act), and the Settlement.

Accordingly, pursuant to the terms of the Settlement, Section 10(b) of the Act, and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board), the Complaint is reissued.

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board), and to avoid unnecessary costs or delay, IT IS ORDERED THAT Case _____ is consolidated with Case _____. This Consolidated Complaint and Notice of Hearing, issued pursuant to Section 10(b) of the Act and Section 102.15 of the Board's Rules and Regulations, is based on these consolidated cases and alleges that Respondent has violated the Act as described below:

101.10 Amendment to Complaint

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION _____

[use complaint caption]

Case _____

AMENDMENT TO (AMENDED) (COMPLAINT) (CONSOLIDATED COMPLAINT)

Pursuant to Section 102.17 of the Rules and Regulations of the National Labor Relations Board (the Board), the (Amended) (Complaint) (Consolidated Complaint) and Notice of Hearing issued on _____ is amended as follows:

RESPONDENT(S) (IS) (ARE) FURTHER NOTIFIED that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, Respondent(s) must file an answer to the above (amendment to) (amended) (complaint) (consolidated complaint). The answer must be **received by this office on or before [set forth date 14 days from issuance, unless that date is a holiday], or postmarked on or before [set forth date of the day before the due date]**. Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **File Case Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-

Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the (amendment to) (amended) [consolidated] complaint are true.

Dated:

_____, Regional Director
National Labor Relations Board
Region _____

200 FILING AND SERVICE OF CHARGE(S)

Note: When appropriate, use separate(s) to allege filing and service of the charge on parties to the contract or other interested parties.

200.1 Standard Paragraphs

The charge (in this proceeding) (in Case _____) was filed by [short name of charging party] on [date], and a copy was served by (regular mail) (certified mail) (personal service) on Respondent on [date].

The first amended charge (in this proceeding) (in Case _____) was filed by [short name of charging party] on [date], and a copy was served by (regular mail) (certified mail) (personal service) on Respondent on [date].

The second amended charge (in this proceeding) (in Case _____) was filed by [short name of charging party] on [date], and a copy was served by (regular mail) (certified mail) (personal service) on Respondent on [date].

The third amended charge (in this proceeding) (in Case _____) was filed by [short name of charging party] on [date], and a copy was served by (regular mail) (certified mail) (personal service) on Respondent concurrently with this (Order Consolidating Cases, Consolidated) Complaint and Notice of Hearing.

200.2 Multiple Charges

The charges in the above cases were filed by the (respective) Charging Party[ies], as set forth in the following table, upon the (respective) Respondent[s] on the dates indicated:

<i>Case No.</i>	<i>Amendment</i>	<i>Charging Party</i>	<i>Respondent</i>	<i>Date Filed</i>	<i>Date Served</i>
-CA-		CP 1	R 1		
-CA-		CP 1	R 2		
-CA-		CP 2	R 2		
-CA-		CP 1	R 1		
-CA-		CP 1	R 1		
-CA-	Amended	CP 1	R 1		
-CA-	Second Amended	CP 2	R 2		
-CA-	Amended	CP 2	R 2		

300 EMPLOYER STATUS

300.1 Description of Employing Entity

Note: The description of the employing entity should justify the jurisdictional standard pled later. For example, if the standard is the outflow of services, the description should state the services provided by the entity.

At all material times, (or Since about [date], at which time Respondent (the Employer) commenced its operations, and continuing to [date]), Respondent (the Employer), has been a corporation (or limited liability company, or limited liability partnership, or limited partnership, or partnership or sole proprietorship) with an office and place of business in [city, State], (Respondent's facility) (or (the Employer's)) facility, and has been (select one from below)

- engaged in the (manufacture) (assembly) (installation) (service) (preparation) (processing) (slaughter) and the nonretail sale of _____.
- engaged in the retail sale (and) (distribution) of _____ and related products.
- engaged in the manufacture (assembly) (installation) (service) (preparation) (processing) (slaughter), non-retail sale, and retail sale of _____.
- engaged in the purchase, production, transmission, and retail sale of (natural gas) (electricity).
- engaged in the service and repair of _____.
- engaged in (excavation) (land clearing) (and) road building operations.
- a [type] contractor in the construction industry doing (residential) (commercial) (industrial) (and) (office) construction.
- operating a public warehouse.
- engaged in the (interstate) (and) (intrastate) transportation of (passengers) (freight).
- furnishing (telephone) (telegraph) services.
- operating radio and television stations that (advertise goods sold nationally) (and) (subscribe to national wire services).
- engaged as a public utility in the generation and distribution of _____.
- publishing [name of newspaper], a daily newspaper.
- operating motion picture theaters.
- operating a public restaurant selling food and beverages.

- operating a social club and selling food, drinks, and services to members and their guests.
- operating a (hotel) (motel) and providing food and lodgings.
- selling (life) (health) (and) (accident) insurance policies.
- (managing) (and) (renting) (office buildings) (apartments) (shopping centers) including a complex known as _____.
- operating retail (department) (furniture) (grocery) stores.
- furnishing (taxicab) (bus) (and) (limousine) services.
- operating a private nonprofit (educational institution) (college) (university) (elementary and secondary school).
- operating a symphony orchestra.
- a private nonprofit charitable foundation operating an art (museum) (gallery).
- operating a (nursing home) (hospital) (medical clinic) providing (inpatient) (and) (outpatient) medical care.
- operating day care centers for children.
- providing [describe other services not listed above].

[FOIA EXEMPTION 5]

The nonretail business operations of Respondent (or the Employer) are more than de minimis.

300.2 Partnership

[FOIA EXEMPTION 5]

300.2(a) General Partnership

At all material times, Respondent (or the Employer) has been owned jointly by [owner's name], [owner's name], and [owner's name], as general partners doing business as [company name].

300.2(b) Limited Partnership

At all material times, Respondent (or the Employer) has been a limited partnership doing business as [company name] and [name] has been the general partner (or [names] have each been a general partner).

300.3 Sole Proprietorship

At all material times, Respondent (or the Employer) has been owned by [owner's name], a sole proprietorship, doing business as [company name].

300.4 Alter Ego

[FOIA EXEMPTION 5]

At all material times, Respondent [first name] and Respondent [second name] have had substantially identical management, business purposes, operations, equipment, customers, and supervision, and ownership.

About [date], Respondent [name of second entity] was established by Respondent [name of first entity], as a (disguised) continuation of Respondent [name of first entity].

[FOIA EXEMPTION 5]

(Respondent [name of first entity] established Respondent [name of second entity], as described above in paragraph _____, for the purpose of evading its responsibilities under the Act.

Based on the operations and conduct described above in paragraphs _____, Respondent [name of first entity] and Respondent [name of second entity] are, and have been at all material times, alter egos (and a single employer) within the meaning of the Act. *Note: The "and a single employer" language should only be used when arguing a single-employer relationship in addition to the alter ego relationship. It should not routinely be used as part of an alter ego allegation.)*

300.5 Single Employer/Joint Employer

[FOIA EXEMPTION 5]

300.5(a) Single Employer

At all material times, Respondent and [name of other employer] have been affiliated business enterprises with common officers, ownership, directors, management, and supervision; have (formulated and) administered a common labor policy; have shared common premises and facilities; have provided services for and made sales to each other; have interchanged personnel with each other; have interrelated operations with common [describe what they have in common e.g. insurance, purchasing and sales]; and have held themselves out to the public as a single-integrated business enterprise.

Based on its operations described above in paragraph ____, Respondent and [name of other employer] constitute a single-integrated business enterprise and a single employer within the meaning of the Act.

300.5(b) Joint Employer

At all material times, [name of first employer] and [name of second employer] have been parties to a contract which provides that [name of second employer] is the agent for [name of first employer] in connection with [insert description of business venture e.g. hiring employees for its facility located at _____] (or which provides that they agreed to [insert description of business

venture, such as the joint construction or operation of a shopping center. Additional information, about the relationship may be added].

At all material times, [name of first employer] has (possessed control over the labor relations policy of [name of second employer]) (exercised control over the labor relations policy of [name of second employer]) (and) (administered a common labor policy with [name of second employer] for the employees of [name of employing entity]).

At all material times, [name of first employer] and [name of second employer] have been joint employers of the employees of [name of employing entity].

300.6 Successor Employer

300.6(a) Generally

About [date], Respondent purchased the business of [full name of predecessor employer] ([short name of predecessor]), and since then has continued to operate the business of [short name of predecessor] in basically unchanged form, and has employed as a majority of its employees individuals who were previously employees of [short name of predecessor].

Based on its operations described above in paragraph _____, Respondent has continued the employing entity and is a successor to [short name of predecessor].

300.6(b) Resulting From a Discriminatory Refusal to Hire the Predecessor's Employees

About [date], Respondent purchased the business of [full name of predecessor employer], ([short name of predecessor]), and since then has continued to operate the business of [short name of predecessor] in basically unchanged form.

But for the conduct described below in paragraphs ____, Respondent would have employed, as a majority of its employees, individuals who were previously employees of [short name of predecessor].

Based on the conduct described below in paragraphs (refer to all allegations that the respondent discriminatorily failed and refused to hire employees of the predecessor) and the operations described above in paragraphs ____, Respondent has continued the employing entity and is a successor to [short name of predecessor].

300.6(c) Golden State Successor (Golden State Bottling Co. v. NLRB, 414 U.S. 168 (1973))

About [date], Respondent purchased the business of [full name of predecessor employer] ([short name of predecessor]) and since then has continued to operate the business of [short name of predecessor] in basically unchanged form.

Before engaging in the conduct described above in paragraph ____, Respondent was put on notice of [short name of predecessor]'s potential (or actual) liability in Board Case __-C-__ by [describe the method by which

notice was provided, e.g., by letter from [name and title] to [name and title] or orally by [name and title] to [name and title], an agent of Respondent].

Based on the conduct and operations described above in paragraphs _____, Respondent has continued the employing entity with notice of [short name of predecessor]'s potential (*or* actual) liability to remedy its unfair labor practices, and Respondent is a successor to [short name of predecessor].

300.7 Trustee in Bankruptcy/Debtor-in-Possession

300.7(a) Trustee in Bankruptcy

Note: See Section 100.11(a), regarding whether the trustee in bankruptcy should be named and served.

Since about [date], [name of trustee in bankruptcy] has been duly designated by [identify the method by which the trustee in bankruptcy was selected or designated] as the trustee in bankruptcy of Respondent, with full authority to continue Respondent's operations and to exercise all powers necessary to the administration of Respondent's business.

300.7 (b) Debtor-in-Possession

Since about [date that Respondent filed for bankruptcy] Respondent has been a debtor-in-possession with full authority to continue its operations and to exercise all powers necessary to administer its business.

300.8 Construction Industry Agreements

300.8(a) "Me Too" Employer

About [date], the Association and the Union entered into a collective-bargaining agreement (the Association Agreement), effective from [date] through [date].

About [date], [name of individual employer] entered into a [name the agreement such as Letter of Assent] which at all material times bound [name of individual employer] to the Association Agreement.

300.8(b) Agreement for Jobsite Work

About [date], [name of general contractor], the general contractor, entered into a contract with [name of subcontractor] under which [name of subcontractor] was to perform [description of work], located at [description of jobsite] (the jobsite).

Under the contract with [name of general contractor], [name of subcontractor] became bound to the following provision: [insert text of provision as to jobsite work].

300.9 Employer Association

[FOIA EXEMPTION 5]

At all material times, [name of association] (the Association) has been an organization composed of various employers [describe the nature of the industry or business of the employers represented by the Association e.g., in the construction industry], one purpose of which is to represent its employer-members in negotiating and administering collective-bargaining agreements with (various labor organizations, including) [name of union].

Note: If known, name other employer-member(s) on whose commerce facts jurisdiction can be asserted. If other employer-members are unknown or if their commerce facts are unknown and the Association's status is alleged for jurisdictional purposes, the commerce facts (see Section 401) should indicate

that the employer-members of the Association collectively satisfy the applicable standard.

At all material times, [name of employer] has been an employer-member of the Association described above in paragraph ____ and has authorized the Association to represent it in negotiating and administering collective-bargaining agreements with [name of union].

300.10 Indian Reservations

(a) At all material times, Respondent, with an office and place of business located on tribal land in [_____] (the facility), has operated a commercial gaming and entertainment establishment, including [insert as applicable - gaming casinos, hotels, restaurants, and retail shops].

(b) In the course and conduct of its operations, Respondent is open to members of the general public, who constitute the vast majority of its customers and who are not Native Americans, and primarily employs individuals who are not Native Americans.

(c) (i) Respondent has no treaty with the Federal government.

** Or **

(i) Application of the Act would not abrogate treaty rights.

(ii) Neither the language of the Act, nor its legislative history, provides any proof that Congress intended to exclude Native Americans or their commercial enterprises from the Act's jurisdiction.

(iii) The application of the Act does not touch Respondent's rights of self-government in purely intramural matters.

300.11 Union as Employer

At all material times, [short name of union], a labor organization, has been an unincorporated association with a place of business in [city, State], where it represents employees in bargaining with employers.

When appropriate add the following:

At all material times, [short name of union] has been (chartered by) (and has been an integral part of a multistate labor organization, [name of international union] that maintains its national headquarters in [city, State]).

310 PERSON (For potential use in priority cases)

At all material times, _____ has been a person within the meaning of Section 2(1) of the Act.

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401 COMMERCE ALLEGATIONS

401.1 Direct Outflow

401.1(a) Direct Outflow — Goods

In conducting its operations during the 12-month period ending _____ (or calendar year ending December 31, _____; or fiscal year ending _____; or annually), Respondent (or the Employer) sold and shipped from its [city], [State] facility goods valued in excess of \$50,000 directly to points outside the State of _____.

401.1(b) Direct Outflow — Goods — Projected

Based on a projection of its operations since about [date], at which time Respondent (or the Employer) commenced its operations, Respondent (or the Employer) will annually sell and ship from its [city, State] facility goods valued in excess of \$50,000 directly to points outside the State of _____.

*** Or ***

In conducting its operations since commencing operations about [date], Respondent (or the Employer) has sold and shipped from its [city, State] facility goods valued in excess of \$_____ directly to points outside the State of _____, and on a projected basis for the 12-month period commencing on [date], will sell and ship from its [city, State] facility goods valued in excess of \$50,000 directly to points outside the State of _____.

401.1(c) Direct Outflow — Services

In conducting its operations during the 12-month period ending ____ (or calendar year ending December 31, ____; or fiscal year ending ____; or

annually), Respondent (or the Employer) performed services valued in excess of \$50,000 in States other than the State _____.

401.1(d) Direct Outflow — Services — Projected

Based on a projection since about [date], at which time Respondent (or the Employer) commenced its operations, Respondent (or the Employer) will annually perform services valued in excess of \$50,000 in States other than the State of _____.

*** Or ***

Since commencing operations about [date], Respondent (or the Employer) has performed services valued in excess of \$_____ in States other than the State of _____, and on a projected basis for the 12-month period commencing about [date], will perform services valued in excess of \$50,000 in States other than the State of _____.

401.2 Indirect Outflow

401.2(a) Indirect Outflow — Goods

In conducting its operations during the 12-month period ending ____ (or calendar year ending December 31, ____; or fiscal year ending ____; or annually), Respondent (or the Employer) sold and shipped from its [city, State] facility goods valued in excess of \$50,000 directly to [identify the other enterprises] an enterprise (or enterprises) located within the State of _____.

Note: Allege in subsequent paragraph(s) the location of other enterprise(s), the nature of its (their) operations, and the applicable direct standard for asserting jurisdiction. If the other enterprises are nationally known and are indisputably directly engaged in interstate commerce, these paragraphs may be omitted;

provided that the allegation identifies the enterprises and specifies that they are "(an) enterprise(s) directly engaged in interstate commerce."

401.2(b) Indirect Outflow — Goods — Projected

Based on a projection since about [date], at which time Respondent (or the Employer) commenced its operations, Respondent (or the Employer) will annually sell and ship from its [city], [State] facility goods valued in excess of \$50,000 directly to _____ (an enterprise) (enterprises) located within the State of _____ in conducting its operations.

Note: Allege in subsequent paragraph(s) the location of other enterprise(s), the nature of its (their) operations, and the applicable direct standard for asserting jurisdiction. If the other enterprises are nationally known and are indisputably directly engaged in interstate commerce, these paragraphs may be omitted; provided that the allegation identifies the enterprises and specifies that they are "(an) enterprise(s) directly engaged in interstate commerce."

*** Or ***

Since commencing operations about [date], Respondent (or the Employer) sold and shipped from its [city], [State] facility goods valued in excess of \$_____ directly to other enterprises located within the State of _____, including _____, and on a projected basis for the 12-month period commencing on [date], will sell and ship from its [city], [State] facility goods valued in excess of \$50,000 to [identify the other enterprises] an enterprise (enterprises) located within the State of _____.

401.2(c) Indirect Outflow — Services

During the 12-month period ending ____; calendar year ending December 31, ____; fiscal year ending ____; annually Respondent (or the Employer) (, in conducting its operations) provided services valued in excess of

\$50,000 for [identify the other enterprise(s)], (an enterprise) (enterprises) within the State of _____.

Note: Allege in subsequent paragraph(s) the location of other enterprise(s), the nature of its (their) operations, and the applicable direct standard for asserting jurisdiction. If the other enterprises are nationally known and are indisputably directly engaged in interstate commerce, these paragraphs may be omitted; provided that the allegation identifies the enterprises and specifies that they are "(an) enterprise(s) directly engaged in interstate commerce."

401.2(d) Indirect Outflow — Services — Projected

Based on a projection of its operations since about [date], at which time Respondent (or the Employer) commenced its operations, Respondent (or the Employer) will annually provide services valued in excess of \$50,000 to [identify the other enterprise(s)], an enterprise (or enterprises) within the State of _____.

Note: Allege in subsequent paragraph(s) the location of other enterprise(s), the nature of its (their) operations, and the applicable direct standard for asserting jurisdiction. If the other enterprises are nationally known and are indisputably directly engaged in interstate commerce, these paragraphs may be omitted; provided that the allegation identifies the enterprises and specifies that they are "(an) enterprise(s) directly engaged in interstate commerce."

* or *

Since commencing operations about [date], Respondent (or the Employer) provided services valued in excess of \$50,000 for _____, (an enterprise) (enterprises) within the State of _____, and on a projected basis for the 12-month period commencing about [date], will provide services valued in excess of \$50,000 to _____, (an enterprise) (enterprises) located within the State of _____.

Note: Allege in subsequent paragraph(s) the location of other enterprise(s), the nature of its (their) operations, and the applicable direct standard for asserting jurisdiction. If the other enterprises are nationally known and are indisputably

directly engaged in interstate commerce, these paragraphs may be omitted; provided that the allegation identifies the enterprises and specifies that they are "(an) enterprise(s) directly engaged in interstate commerce."

401.3 Direct/Indirect Outflow Combined

401.3(a) Direct and Indirect Outflow Combined — Services

During the 12-month period ending _____ (or calendar year ending December 31, _____; or fiscal year ending _____; or annually), Respondent (or the Employer) (, in conducting its operations) performed services valued in excess of \$50,000 for various enterprises located in States other than the State of _____ and for [identify the other enterprise(s)], (an enterprise) (enterprises) within the State of _____.

Note: Allege in subsequent paragraph(s) the location of other enterprise(s), the nature of its (their) operations, and the applicable direct standard for asserting jurisdiction. If the other enterprises are nationally known and are indisputably directly engaged in interstate commerce, these paragraphs may be omitted; provided that the allegation identifies the enterprises and specifies that they are "(an) enterprise(s) directly engaged in interstate commerce."

401.3(b) Direct and Indirect Outflow Combined — Goods

In conducting its operations during the 12-month period ending ____ (or calendar year ending December 31, ____; or fiscal year ending ____; or annually), Respondent (or the Employer) sold and shipped goods valued in excess of \$_____ from its [city], [State] facility (or place of business or warehouse or plant or office) directly to points outside the State of _____ and directly to [identify the other enterprise(s)], (an enterprise) (enterprises) located within the State of _____.

Note: Allege in subsequent paragraph(s) the location of other enterprise(s), the nature of its (their) operations, and the applicable direct standard for asserting jurisdiction. If the other enterprises are nationally known and are indisputably directly engaged in interstate commerce, these paragraphs may be omitted;

provided that the allegation identifies the enterprises and specifies that they are "(an) enterprise(s) directly engaged in interstate commerce."

401.4 Direct Inflow

401.4(a) Direct Inflow — Goods

During the 12-month period ending ____ (or calendar year ending December 31, ____; or fiscal year ending ____; or annually), Respondent (or the Employer) in conducting its operations described above in paragraph ____, purchased and received at its [city], [State] facility goods valued in excess of \$50,000 directly from points outside the State of _____.

401.4(b) Direct Inflow — Goods — Projected

Based on its operations since about [date], at which time Respondent (or the Employer) commenced its operations, Respondent (or the Employer) will annually purchase and receive at its [city], [State] facility goods valued in excess of \$50,000 directly from points outside the State of _____.

*** Or ***

Since commencing operations about [date], Respondent (or the Employer) purchased and received at its [city], [State] facility goods valued in excess of \$_____ directly from points outside the State of _____, and on a projected basis for the 12-month period commencing about [date], will purchase and receive at its [city], [State] facility goods valued in excess of \$50,000 directly from points outside the State of _____.

401.4(c) Direct Inflow — Services

In conducting its operations during the 12-month period ending ____ (or calendar year ending December 31, ____; or fiscal year ending ____; or

annually), Respondent (or the Employer) purchased services valued in excess of \$50,000 which were furnished to Respondent (or the Employer) at its [city], [State] facility directly from points outside the State of _____.

401.4(d) Direct Inflow — Services — Projected

Based on a projection since about [date], at which time Respondent (or the Employer) commenced its operations, Respondent (or the Employer) will annually purchase and receive at its [city], [State] facility services valued in excess of \$50,000 directly from points outside the State of _____.

* or *

Since commencing operations about [date], Respondent (or the Employer) purchased and received at its [city], [State] facility services valued in excess of \$_____ directly from points outside the State of _____, and on a projected basis for the 12-month period commencing about [date], will purchase and receive at its [city], [State] facility services valued in excess of \$50,000 directly from points outside the State of _____.

401.5 Indirect Inflow

401.5(a) Indirect Inflow — Goods

In conducting its operations during the 12-month period ending ____ (or calendar year ending December 31, ____; or fiscal year ending ____; or annually), Respondent (or the Employer) purchased and received at its [city], [State] facility goods valued in excess of \$50,000 from other enterprises (, including [identify other enterprises],) located within the State of

_____, each of which other enterprises had received these goods directly from points outside the State of _____.

401.6 Direct and Indirect Inflow Combined

401.6(a) Direct and Indirect Inflow Combined — Goods

In conducting its operations during the 12-month period ending ____ (or calendar year ending December 31, ____; or fiscal year ending ____; or annually), Respondent (or the Employer) purchased and received goods valued in excess of \$50,000 at its [city], [State] facility directly from points outside the State of _____ and from other enterprises, including [identify other enterprise(s)], located within the State of _____, each of which other enterprises had received the goods directly from points outside the State of _____.

401.7 Labor Organization as an Employer

[FOIA EXEMPTION 5]

In conducting its operations during the 12-month period ending _____ (or calendar year ending December 31, _____; or fiscal year ending ____; or annually) Respondent (or the Employer) collected and received dues and initiation fees in excess of \$____, and remitted from its [city, State] facility to the [city, State] facility of [name of international union] (per capita taxes) (dues and initiation fees) in excess of \$_____.

401.8 National Defense

401.8(a) National Defense - Direct

In conducting its operations during the 12-month period ending (or calendar year ending December 31, ____; or fiscal year ending ____; or annually), Respondent (or the Employer), has been engaged in [describe the nature of the services provided or products manufactured, sold, and distributed] to the United States valued in excess of \$_____.

Based on its operations described above in paragraph ____, Respondent (or the Employer) has a substantial impact on the national defense of the United States.

Note: Show statutory jurisdiction by using a separate paragraph for more than de minimis direct or indirect inflow or outflow. For example:

In conducting its operations during the period of time described above in paragraph ____, Respondent (or the Employer) sold and shipped from its [city, State] facility products, goods, and materials valued in excess of \$5,000 directly to points outside the State of _____.

401.8(b) National Defense - Through Intermediary

In conducting its operations during the 12-month period ending (or calendar year ending December 31, ____; or fiscal year ending ____; or annually), Respondent (or the Employer), has been engaged in [describe the nature of the services provided or products manufactured, sold, and distributed] valued in excess of \$_____ to [name of national defense purchaser] at its [national defense purchaser's location].

At all material times, [name of national defense purchaser] at its [national defense purchaser's location] has been engaged in [describe the nature of the services provided or products manufactured, sold, and distributed] to the United States.

Based on its operations described above in paragraphs _____ Respondent (or the Employer) has a substantial impact on the national defense of the United States.

Note: Show statutory jurisdiction by using a separate paragraph for more than de minimis direct or indirect inflow or outflow. For example:

In conducting its operations during the period of time described above in paragraph _____, Respondent (or the Employer) sold and shipped from its [city, State] facility products, goods, and materials valued in excess of \$5,000 directly to points outside the State of _____.

401.9 Retail and Other Businesses with Gross Revenue Standards

Note: Insert the appropriate amount as follows:

Amusement and gaming - \$500,000
Cooperatives and condominiums - \$500,000
Day care centers - \$250,000
Hospitals - \$250,000
Hotels and motels - \$500,000
Nursing homes - \$100,000
Private clubs - \$500,000
Public utilities - \$250,000
Radio and television stations - \$100,000
Residential apartment housing - \$500,000
Retail - \$500,000
Taxicabs - \$500,000
Telephone and telegraph - \$100,000
Transit system - \$250,000

401.9(a) Gross Revenues Derived

In conducting its operations during the 12-month period ending ____; (or calendar year ending December 31, ____; or fiscal year ending ____; or annually) Respondent (or the Employer) derived gross revenues in excess of _____.

Note: Show statutory jurisdiction by using a separate paragraph for more than de minimis direct or indirect inflow or outflow. For example:

During the period of time described above in paragraph ____, Respondent (or the Employer) sold and shipped from its [city, State] facility products, goods, and materials valued in excess of \$5,000 directly to points outside the State of _____.

401.9(b) Gross Revenues - Projected

Based on a projection of its operations since about [date], at which time Respondent (or the Employer) commenced its operations, Respondent (or the Employer) will annually derive gross revenues in excess of \$_____ in conducting its operations .

*** Or ***

In conducting its operations since commencing operations about [date], Respondent (or the Employer) has derived gross revenues in excess of \$_____ and, on a projected basis for the 12-month period commencing about [date], will annually derive gross revenues in excess of \$_____.

Note: Show statutory jurisdiction by using a separate paragraph for more than de minimis direct or indirect inflow or outflow. For example

In conducting its operations during the period of time described above in paragraph ____, Respondent (or the Employer) sold and shipped from its [City,

State] facility products, goods, and materials valued in excess of \$5,000 directly to points outside the State of _____.

401.9(c) Insurance Companies

In conducting its operations during the 12-month period ending ____; (or calendar year ending December 31, ____; or fiscal year ending ____; or annually) Respondent (or the Employer) received insurance premiums valued in excess of \$500,000, of which at least \$50,000 represented premiums received from policyholders located outside the State of _____.

401.9(d) Colleges and Universities and Symphony Orchestras

In conducting its operations during the 12-month period ending ____ (or calendar year ending December 31, ____; or fiscal year ending ____; or annually), Respondent (or the Employer) derived gross revenues available for operating expenses in excess of \$1 million.

Note: Show statutory jurisdiction by using a separate paragraph for more than de minimis direct or indirect inflow or outflow. For example:

In conducting its operations during the period of time described above in paragraph _____, Respondent (or the Employer) purchased and received at its [city, State] facility products, goods, and materials valued in excess of \$5,000 directly from points outside the State of _____.

401.1(e) Newspapers

In conducting its operations during the 12-month period ending ____; (or calendar year ending December 31, ____; or fiscal year ending ____; or annually), Respondent (or the Employer) derived gross revenues in excess of \$200,000 (held membership in or subscribed to various interstate news services,

including _____,) (published various nationally syndicated features, including _____,) (and) (advertised various nationally sold products, including _____).

401.1(f) Office Buildings and Shopping Centers

In conducting its operations during the 12-month period ending ____ (or calendar year ending December 31, ____; or fiscal year ending ____; or annually), Respondent (or the Employer) derived gross revenues in excess of \$100,000, of which in excess of \$25,000 was derived from [name of tenant(s)].

[Name of tenant] is engaged in the [describe the nature of tenant's operation] and leases an office (or store or space) in Respondent's (the Employer's) office building (or shopping center) located at [insert location of office building or shopping center on which commerce is based].

In conducting its operations during the 12-month period ending ____ (or calendar year ending December 31, ____; or fiscal year ending ____; or annually), [name of tenant] [allege facts establishing that the tenant satisfies the applicable appropriate direct standard. Do not use indirect standards for tenants. Use additional and separate paragraph(s) for additional tenant(s)].

401.10 Secondary Boycott — Jurisdiction at Construction Site

Note: If other jurisdictional standards are applicable, adapt as appropriate.

In conducting its operations during 12-month period ending ____ (or calendar year ending December 31, ____; or fiscal year ending ____; or annually), [name of primary and each secondary employer at the jobsite needed to reach the jurisdictional amount] collectively purchased and received at the

construction project described above in paragraph _____, goods valued in excess of \$ _____ directly from points outside the State of _____.

[FOIA EXEMPTION 5]

401.11 Transportation

[FOIA EXEMPTION 5]

401.11(a) Transportation - Essential Link (e.g., warehouse operations, intrastate operations)

In conducting its operations within the State of _____ during the 12-month period ending _____ (or calendar year ending December 31, _____; or fiscal year ending _____; or annually), Respondent (or the Employer) derived gross revenues in excess of \$50,000 for the transportation of (passengers) (and) (freight) in interstate commerce under arrangements with and as agent for various common carriers, including [identify other carriers], each of which operates between various States of the United States.

Based on its operations described above in paragraph _____, Respondent (or the Employer) functions as an essential link in the transportation of (passengers) (and) (freight) in interstate commerce.

401.11(b) Interstate Transportation

In conducting its operations during the 12-month period ending _____ (or calendar year ending December 31, _____; or fiscal year ending _____; or annually), Respondent (or the Employer) derived gross revenues in excess of

\$50,000 for the transportation of (passengers) (and) (freight) from the State of _____ directly to points outside the State of _____.

* or *

In conducting its operations during the 12-month period ending ____ (or calendar year ending December 31, ____; or fiscal year ending ____; or annually), Respondent (or the Employer) performed services valued in excess of \$50,000 in States other than the State of _____.

401.12 United States Postal Service

Note: See Section 402.3, for jurisdictional conclusion.

Respondent (or the Employer) provides postal services for the United States and operates various facilities throughout the United States in performing that function, including its facility in [city], [State].

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402 COMMERCE CONCLUSIONS

Note: Use a separate paragraph for each respondent or employing entity.

402.1 Commerce Conclusions — Generally

At all material times, Respondent (or the Employer) has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

402.2 Health Care Institution Conclusion

At all material times, Respondent (or the Employer) has been engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and has been a health care institution within the meaning of Section 2(14) of the Act.

402.3 U.S. Postal Service Jurisdiction Conclusion

The Board has jurisdiction over Respondent (or the Employer) and this matter by virtue of Section 1209 of the PRA.

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500 LABOR ORGANIZATION STATUS

Note: When applicable, allege in separate paragraphs additional labor organizations involved (e.g., labor organizations alleged to be assisted or dominated, "competing" labor organizations in 8(b)(4)(D) and (7) situations).

500.1 Generally — Not Contested

At all material times, (the Union) (if not previously named, full name of labor organization) (short name of union) has been a labor organization within the meaning of Section 2(5) of the Act.

500.2 Labor Organization Status — Contested

(The Union) (if not previously named, full name of labor organization) (short name of union) is an organization in which employees participate, and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, and terms and conditions of employment.

At all material times, based on the facts described above in paragraph _____, (the Union) (short name of union) has been a labor organization within the meaning of Section 2(5) of the Act.

500.3 Labor Organization Status Building Trades Council — Contested

(The Union) (Full name of council if not previously named) (short name) is an association composed of various constituent labor organizations (including name of undisputed labor organizations), and exists for the purpose of representing these constituent labor organizations in bargaining collectively and dealing with employers (including name of employer involved) concerning grievances, labor disputes, and terms and conditions of employment.

At all material times, based on the facts described above in paragraph _____, (the Union) ([short name of union]) has been a labor organization within the meaning of Section 2(5) of the Act.

500.4 Joint Venture by Union

(At all material times) (Since about _____), Respondents have been engaged in a primary labor dispute with [insert name of primary employer] and have been parties to a common plan or joint venture with a common objective [describe the nature of the common objective, e.g., "preventing employees of other employers from providing services for their employers in order to force or require these employers to cease doing business with [insert name of primary employer] with whom Respondents have a primary dispute, or to force or require [insert name of primary employer]'s employees to accept or select one or more of Respondents as their collective-bargaining representative although none of Respondents is currently certified as the representative of these employees.

510 SUPERVISORY OR AGENCY STATUS

510.1 Multiple Supervisors

At all material times, (*or* At all times from about ___ to about __,) the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act):

_____	-	_____
_____	-	_____
_____	-	_____

510.2 Multiple Agents

At all material times, (*or* At all times from about ___ to about __,) the following individuals held the positions set forth opposite their respective names and have been agents of Respondent within the meaning of Section 2(13) of the Act):

_____	-	_____
_____	-	_____
_____	-	_____

510.3 Single Supervisor

At all material times, (*or* At all times from about ___ to about __,) [name of supervisor] held the position of Respondent's [position title] and has been a

supervisor of Respondent within the meaning of Section 2(11) of the Act and an agent of Respondent within the meaning of Section 2(13) of the Act.

510.4 Single Agent

At all material times, (*or* At all times from about ___ to about __,) [name of agent] held the position of Respondent's [position title] and has been an agent of Respondent within the meaning of Section 2(13) of the Act.

600 8(a) ALLEGATIONS

601 8(a)(1) Allegations

601.1 8(a)(1) Discriminatory Conduct

[FOIA EXEMPTION 5]

601.1(a) Discrimination for Making Concerted Complaints

(a) About [date], Respondent's employee(s) [named employee(s)] concertedly complained to Respondent regarding the wages, hours, and working conditions of Respondent's employee(s), by [describe the concerted activity e.g., demanding a wage increase].

** Or **

(a) About [date], Respondent's employees [named employee(s)] engaged in concerted activities (with other employees) (with each other) for the purposes of (collective bargaining) (and other) mutual aid and protection, by [describe the concerted activity e.g., demanding a wage increase].

(b) About [date], Respondent [describe the discriminatory conduct e.g., discharged, laid off] [named employee(s)].

(c) Respondent engaged in the conduct described above in paragraph _____, because [named employee(s)] engaged in the conduct described above in paragraph _____, and to discourage employee(s) from engaging in these or other concerted activities.

** Or **

(c) Respondent engaged in the conduct described above in paragraph _____, because Respondent (mistakenly) believed [named employee(s)] engaged in the conduct described above in paragraph _____, and to discourage employee(s) from engaging in these or other concerted activities.

601.1(b) *Discrimination When Individual Seeks to Initiate, Induce or Prepare for Group Action or to Bring Group Complaints to Management's Attention*

About [date], [named employee] engaged in concerted activities with other employees for the purposes of (collective bargaining) (and other) mutual aid and protection, by [describe the concerted activity e.g., demanding a wage increase].

About [date], Respondent [describe the discriminatory conduct e.g., discharged, laid off] [named employee(s)].

Respondent engaged in the conduct described above in paragraph _____, because [named employee(s)] engaged in the conduct described above in paragraph _____, and to discourage employee(s) from engaging in these or other concerted activities.

*** Or ***

Respondent engaged in the conduct described above in paragraph _____, because Respondent (mistakenly) believed [named employee(s)] engaged in the conduct described above in paragraph _____, and to discourage employee(s) from engaging in these or other concerted activities.

601.1(c) Discrimination for Asserting a Contract Right (NLRB v. City Disposal Systems, 465 U.S. 822 (1984))

[FOIA EXEMPTION 5]

At all material times, Respondent and the Union have maintained in effect and enforced a collective-bargaining agreement covering wages, hours, and other terms and conditions of employment of certain employees of Respondent at [location].

About [date], Respondent's employee(s) [name(s) – if the complaint or claim was made by the union steward or other representative, this fact should be stated] claimed [describe the nature of the claim or complaint e.g., the right to holiday pay, the right to refuse to work under dangerous circumstances].

The claim of employee(s) [name(s)] described above in paragraph _____ relates to the collective-bargaining agreement described above in paragraph _____.

About [date], Respondent [identify the discriminatory act e.g., discharged, refused to reinstate, failed to promote] its employees [named employee(s)].

Respondent engaged in the conduct described above in paragraph _____ because [named employee(s)] engaged in the activity described above in paragraph _____, and to discourage employees from engaging in these or other concerted activities.

601.1(d) Discrimination for Violating a Rule Infringing on Section 7

(a) About [date], Respondent, by [describe the manner of promulgation e.g., posting on bulletin boards, issuing an employee rulebook, oral announcements], promulgated and since then has maintained the following rule:

[Quote rule or when it is not possible to quote the rule precisely, describe its nature e.g., has maintained a rule prohibiting discussions among employees about their salaries]

** Or **

(a) Since about [date within the 10(b) period], Respondent has maintained the following rule: [quote or describe the rule].

(b) About [date], Respondent [describe the discriminatory conduct e.g., discharged, laid off] its employee(s) [named employee(s)].

(c) Respondent engaged in the conduct described above in paragraph _____ because [named employee(s)] violated the rule (set forth) (described) above in paragraph _____ and to discourage employees from engaging in these or other concerted activities.

601.1(e) Discrimination Against a Supervisor

At all material times, [named individual] has been a supervisor of Respondent within the meaning of Section 2(11) of the Act.

About [date], Respondent [describe the discriminatory conduct e.g., discharged, laid off] [named individual].

Respondent engaged in the conduct described above in paragraph _____ because [specify the object of the respondent's actions e.g., the supervisor]

refused to commit unfair labor practices, the supervisor testified at an NLRB hearing].

601.2 8(a)(1) Statements and Conduct

601.2(a) Single Incident

Note: For specific examples of 8(a)(1), see Sections 601.2(c) to 601.2(m).

About [date], Respondent, by [named agent], (in) (at) [location], [describe what occurred].

601.2(b) Multiple Incidents

601.2(b)(1) Same Agent — Different Dates or Locations

Respondent, by [named agent]:

(a) About [date], (in) (at) [location], [describe what occurred].

(b) About [date], (in) (at) [location], [describe what occurred].

(b) About [date], (in) (at) [location], [describe what occurred].

601.2(b)(2) Same Agent — Same Date and Location

About [date], Respondent, by [named agent], (in) (at) [location]:

(a) Promised employees . . .

(b) Threatened employees . . .

(c) Interrogated employees . . .

(d) Prohibited employees from

601.2(b)(3) Same Conduct, Different Agent, Dates, and/or Locations

Respondent, by the individuals named below, about the date(s) and (in)

(at) the location(s) opposite their names, [describe what occurred]:

Agent	Date	Location
(a)		
(b)		
(c)		

601.2(c) Denial of Access to Off-Duty Employee (Tri-County Medical Center, 222 NLRB 1089 (1976))

About [date], Respondent, by [named agent], at [location], denied its off-duty employees access to parking lots, gates and other outside nonworking areas.

601.2(d) Futile to Select Union

About [date], Respondent, by [named agent], at [location], by [specify the manner in which the respondent indicated futility e.g., telling employees that it would never negotiate or deal with the union] informed its employees that it would be futile for them to select the Union as their bargaining representative.

601.2(e) Interrogation

[FOIA EXEMPTION 5]

About [date], Respondent, by [named agent], (in) (at) [location], interrogated its employees about (their union membership, activities, and sympathies) (and) (the union membership, activities, and sympathies of other employees).

About [date], Respondent, by [named agent], (in) (at) [location], interrogated its employees about their union membership and sympathies by permitting, facilitating, and assisting employees, while working, to obtain anti-union tee-shirts and hats.

About [date], Respondent, by [named agent], (in) (at) [location], interrogated its employees about employees' union sympathies and activities by asking an employee if the employee had informed employees how to seek return of their union authorization cards.

About [date], Respondent, by [named agent], (in) (at) [location], interrogated its employees about employees' union sympathies and activities by soliciting an employee's signature on an anti-union petition.

601.2(f) Prohibiting Employees from Talking about the Union

About [date], Respondent, by [named agent], at [location], prohibited employees from talking about the union during working time while permitting employees to talk about other non-work subjects.

601.2(g) Prohibiting Employees from Wearing Pro-Union Paraphernalia

About [date], Respondent, by [named agent], at [location], prohibited employees from wearing union insignia while permitting employees to wear other insignia.

601.2(h) Promise of Benefits

601.2(h)(1) Express

About [date], Respondent, by [named agent], (in) (at) [location], promised its employees [describe the nature of the promise and, if specific benefits were

discussed, identify the benefits involved e.g. that benefits would increase and terms and conditions of employment would improve, that they would receive...] if [indicate the Section 7 activity directly or indirectly referred to by the respondent's agent making the promise e.g. if the union lost the election, if the employees rejected the union as their bargaining representative].

601.2(h)(2) *Implied – Solicitation of Grievances*

About [date], Respondent, by [named agent], (in) (at) [location], by soliciting employee complaints and grievances, promised its employees increased benefits and improved terms and conditions of employment if [indicate the Section 7 activity directly or indirectly referred to by the respondent's agent making the promise e.g., if they refrained from union organizational activity].

601.2(i) *Requesting Employees to Disclose Information*

About [date], Respondent; by [named agent], (in) (at) [location], asked its employees to ascertain and disclose to Respondent the union membership, activities, and sympathies of other employees.

601.2(j) *Solicitation of Antiunion Action*

About [date], Respondent, by [named agent], (in) (at) [location], solicited [specify the nature of the action sought e.g., the decertification of the union, the rescission of a union-security clause, the revocation of the union's representative status or authority to bargain] by (circulating a decertification petition)(providing employees with the name of an attorney to assist in anti-union activity).

About [date], Respondent, by [named agent], (in) (at) [location], provided more than ministerial assistance to employees in helping them get rid of the union.

601.2(k) Surveillance

601.2(k)(1) Actual Surveillance

About [date], Respondent, by [named agent], (in) (at) [location], (when appropriate, specify the manner in which the respondent engaged in surveillance e.g., by taking pictures) engaged in surveillance of employees engaged in (union activities) (concerted activities).

Or when employees were not engaged in union activity at the time of surveillance

About [date], Respondent, by [named agent], (in) (at) [location], (by _____) engaged in surveillance of employees to discover their (union activities) (concerted activities).

601.2(k)(2) Creating the Impression

About [date], Respondent, by [named agent], (in) (at) [location], by [describe conduct such as telling employees who attended a union meeting] created an impression among its employees that their (union activities) (concerted activities) were under surveillance by Respondent.

601.2(l) Threats

601.2(l)(1) Threat of Reprisal

About [date], Respondent, by [named agent], (in) (at) [location], threatened its employees with [indicate nature of threat e.g. discharge, layoff, loss of benefits, unspecified reprisals] (if) (because) (unless) [indicate the Section

7 activity directly or indirectly referred to by the respondent's agent making the threat e.g., if they selected the union as their bargaining representative, because they formed the union].

601.2(l)(2) Threat to Arrest Non-Employee

About [date], Respondent, by [named agent], at [location], in the presence of employees, threatened to arrest (or caused the arrest) of nonemployees engaging in union activity, where Respondent had no legitimate property interest in the property.

601.2(m) Violence

About [date], Respondent, by [named agent], (in) (at) [location], caused [indicate the nature of the violent act e.g., bodily injury to its employee(s), bodily injury to a union representative, property damage to an employee's, automobile] because [indicate the Section 7 activity directly or indirectly referred to by the respondent's agent e.g., because the employees joined the union].

601.2(n) Weingarten - Investigative Interviews (NLRB v. J. Weingarten, 420 U.S. 251 (1975))

[FOIA EXEMPTION 5]

601.2(n)(1) Denying Union Representation

(a) About [date], Respondent, by [named agent], (in) (at) [location], denied the request of its employee [employee's name] to be represented by the Union during an interview.

* Or *

(a) About [date], Respondent by [named agent], (in) (at) [location], denied the request of its employee [named employee] to be represented by a Union representative of (his) (her) choice, during an interview when that representative was available.

(b) Respondent's employee [employee's name] had reasonable cause to believe that the interview described above in paragraph _____ would result in disciplinary action being taken against (him) (her).

(c) About [date], Respondent, by [named agent], at [location], conducted the interview described above in paragraph(s) _____ with its employee [employee's name], even though Respondent denied the employee's request for union representation described above in paragraph _____.

601.2(n)(2) Denying Effective Union Representation

(a) About [date], (at) [location], employee [employee's name] requested to be represented by the Union during an interview by Respondent.

(b) Respondent's employee [employee's name] had reasonable cause to believe that the interview described above in paragraph _____ would result in disciplinary action being taken against (him) (her).

(c) Respondent, by [named agent], required the employee's union representative to be silent thereby denying the representative's ability to provide assistance and counsel to the employee being interviewed.

(d) About [date], Respondent, by [named agent], at [location], conducted the interview described above in paragraph(s) _____ with its employee [employee's name], even though Respondent, by the conduct

described above in paragraph _____, effectively denied the employee's request for union representation described above in paragraph _____.

601.2(n)(3) Discipline for Refusing to Attend Without Union Representation

(a) About [date], Respondent, by [named agent], (in) (at) [location], denied the request of its employee [employee's name] to be represented by the Union during an interview.

** Or **

(a) About [date], Respondent by [named agent], (in) (at) [location], denied the request of its employee [named employee] to be represented by a Union representative of (his) (her) choice, during an interview when that representative was available.

(b) Respondent's employee [employee's name] had reasonable cause to believe that the interview described above in paragraph _____ would result in disciplinary action being taken against (him) (her).

(c) About [date], Respondent's employee [employee's name] refused to attend the interview described above in paragraph(s) _____.

(d) About [date], Respondent [indicate nature of disciplinary action e.g., discharged, suspended] its employee [employee's name] because of the employee's refusal to attend the interview without union representation as described above in paragraphs _____.

601.3 Rules Violative of Section 8(a)(1)

601.3(a) Invalid or Overly Broad Rule

About [date], Respondent, by [when appropriate, describe the manner of promulgation e.g., posting on bulletin boards, issuing an employee rule book, oral announcements], promulgated and since then has maintained the following rule:

[Quote or describe the rule.]

or, if rule promulgated outside the 10(b) period

Since about [date within the 10(b) period], Respondent has maintained the following rule:

[Quote or describe the rule.]

601.3(b) Valid Rule — Unlawfully Promulgated

(a) About [date], Respondent, by _____, promulgated (and since then has maintained) the following rule:

[Quote or describe the rule.]

or

(a) Since about [date within the 10(b) period], Respondent has maintained the following rule:

[Quote or describe the rule.]

(b) Respondent promulgated (and maintained) the rule described above in paragraph _____ to discourage its employees from (forming) (joining) (assisting) the Union or engaging in other concerted activities.

601.3(c) Valid Rule — Unlawfully Enforced

At all material times, Respondent has maintained the following rule:

[Quote or describe the rule]

About [date], Respondent, by [named agent], enforced the rule described above in paragraph _____ selectively and disparately by [specify the manner in which the rule has been discriminatorily enforced e.g., by applying it only against employees who formed, joined, or assisted the union; by prohibiting union solicitations and distributions, while permitting nonunion solicitations and distributions].

601.3(d) Other Rules Infringing on Section 7

About [date], Respondent, by [describe the manner of promulgation e.g., posting on bulletin boards, issuing an, employee rule book, oral announcement], promulgated and since then has maintained the following rule:

[Quote the rule - When it is not possible to quote the rule precisely, describe its nature.]

Or, if rule promulgated outside the 10(b) period

Since about [date within the 10(b) period], Respondent has maintained the following rule:

[Quote the rule - When it is not possible to quote the rule precisely, describe its nature]

602 8(a) (2) Allegations

[FOIA EXEMPTION 5]

602.1 Assistance

About [date], Respondent, by [named agent], gave assistance and support to [name of assisted union] by [specify the nature of the respondent's actions constituting unlawful assistance e.g., urging its employees to sign checkoff authorizations, deducting money from employees' wages and remitting it to the union notwithstanding the absence of employee authorizations for the deductions and remittance, permitting the union to utilize the Employer's facilities and equipment].

602.2 Domination

602.2(a) *Domination in Forming Union*

[FOIA EXEMPTION 5]

About [date] Respondent, by [named agent], (in) (at) [location], suggested to employees that they form a (union) (committee) (organization) to deal with Respondent concerning wages, hours, and other terms and conditions of employment.

About [date] Respondent, by [named agent], (in) (at) [location], (convened) (attended) (participated in) (supervised) a meeting of its employees during which [short name of dominated union] was formed.

From about [date] to about [date], Respondent, by [named agent], gave assistance and support to [short name of dominated union] by [specify the nature of the support e.g., by permitting the dominated union to utilize the respondent's facilities and equipment].

From about [date] to about [date], Respondent, by [named agent], recognized and bargained with [short name of dominated union] as the exclusive collective-bargaining representative of certain of its employees.

602.2(b) Domination in Administering Union

[FOIA EXEMPTION 5]

From about [date] to about [date], Respondent, by [named agent], served as [identify the position held by the respondent's agent e.g., president, grievance chairman] of [short name of dominated union].

From about [date] to about [date], Respondent, by [named agent], established policies and procedures, and participated in the affairs and meetings of [short name of dominated union].

From about [date] to about [date], Respondent, by [named agent], gave assistance and support to [short name of dominated union] by [specify the nature of the assistance and support e.g., permitting the dominated union to utilize the respondent's facilities and equipment].

From about [date] to about [date], Respondent, by [named agent], has recognized (and bargained with) [short name of dominated union], as the exclusive collective-bargaining representative of certain of its employees.

602.3 Unlawful Recognition

602.3(a) Recognition Where Union Lacks Majority Status

About [date] Respondent (granted recognition to) (and) (entered into and since then has maintained and enforced a collective-bargaining agreement with) [short name of assisted union] as the exclusive collective-bargaining representative of the following employees of Respondent (the Unit):

[Quote or describe unit]

Respondent engaged in the conduct described above in paragraph _____, even though [short name of assisted union] did not represent (a majority) (an uncoerced majority) of the Unit.

602.3(b) Recognition Without a Representative Complement

About [date] Respondent (granted recognition to) (and) (entered into and since then has maintained and enforced a collective-bargaining agreement with) [short name of assisted union] as the exclusive collective-bargaining representative of the following employees of Respondent (the Unit):

[Quote or describe unit]

Respondent engaged in the conduct described above in paragraph _____, even though Respondent did not employ in the Unit a representative portion of its ultimate employee complement.

602.3(c) Recognition Despite Valid Rival Petition (Bruckner Nursing Home, 262 NLRB 955 (1982))

About [date] Respondent granted recognition to (and bargained with) (and entered into a collective-bargaining agreement with) [short name of assisted

union] as the exclusive collective-bargaining representative of the following employees of Respondent (the Unit):

[Quote or describe unit]

Respondent engaged in the conduct described above in paragraph _____, even though a valid petition had been filed on [date] in Case _____ seeking an election among the Unit.

603 8(a)(3) Allegations

603.1 General Discrimination

603.1(a) Basic Allegation

Note: When the General Counsel is seeking a restoration remedy, add a paragraph seeking that remedy. See Section 1000..

*Per OM 82-21, when the action involves the subcontracting of unit work, a copy of the complaint should also be served upon the subcontractor who would be losing the work under the proposed order. However this subcontractor should **not** be named in the complaint as a party-in-interest.*

When alleging discrimination for asserting a contract right as a violation of both Section 8(a)(1) and (3), use the pleadings at Section 601.1(c).

603.1(a)(1) Discrimination - Single Action

About [date] Respondent [identify the discriminatory conduct e.g., discharged, refused to reinstate, failed to promote] its employee(s) [named employee(s)].

Respondent engaged in the conduct described above in paragraph _____ because the (named) employee(s) of Respondent (formed) (joined) (assisted) the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

*** Or ***

Respondent engaged in the conduct described above in paragraph _____ because Respondent (mistakenly) believed the (named) employee(s) of Respondent (formed) (joined) (assisted) the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

*** Or ***

Respondent engaged in the conduct described above in paragraph _____ because the (named) employee(s) of Respondent refrained from (forming, joining, assisting) the Union and engaging in concerted activities, and to encourage employees to engage in these activities.

603.1(a)(2) Multiple Acts—Same Date

About [date] Respondent [identify the discriminatory conduct e.g., discharged, refused to reinstate, failed to promote] the employees named below:

Respondent engaged in the conduct described above in paragraph _____ because the (named) employees of Respondent (formed) (joined) (assisted) the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

*** OR ***

Respondent engaged in the conduct described above in paragraph _____ because Respondent (mistakenly) believed the (named) employee(s) of Respondent (formed) (joined) (assisted) the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

*** OR ***

Respondent engaged in the conduct described above in paragraph _____ because the (named) employees of Respondent refrained from (forming, joining, assisting) the Union and engaging in concerted activities, and to encourage employees to engage in these activities.

603.1(a)(3) Multiple Acts— Different Dates

About the dates set forth opposite their names, Respondent [identify the discriminatory conduct e.g., discharged, refused to reinstate, failed to promote] the employees named below:

Names	Dates

Respondent engaged in the conduct described above in paragraph _____ because the (named) employees of Respondent (formed) (joined) (assisted) the Union and engaged in concerted activities and to discourage employees from engaging in these activities.

** Or **

Respondent engaged in the conduct described above in paragraph _____ because Respondent (mistakenly) believed the (named) employee(s) of Respondent (formed) (joined) (assisted) the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

** Or **

Respondent engaged in the conduct described above in paragraph _____ because the (named) employees of Respondent refrained from (forming, joining, assisting) the Union and engaging in concerted activities, and to encourage employees to engage in these activities.

603.1(b) Changes in Terms and Conditions of Employment

About [date] Respondent [indicate the change in working conditions e.g., increased benefits of, decreased or withdrew benefits of, imposed onerous and rigorous terms and conditions of employment on] its employees [when specific individuals are involved, identify them (if known) by name or classification] by [identify the nature of the change in working conditions e.g., granting a wage increase, assigning employees to more arduous and less agreeable job assignments, reducing the hours of employment].

Respondent engaged in the conduct described above in paragraph _____ because the (named) employees of Respondent (formed) (joined) (assisted) the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

** Or **

Respondent engaged in the conduct described above in paragraph _____ because Respondent (mistakenly) believed the (named) employee(s) of Respondent (formed) (joined) (assisted) the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

** Or **

Respondent engaged in the conduct described above in paragraph _____ because the (named) employees of Respondent refrained from (forming, joining, assisting) the Union and engaging in concerted activities, and to encourage employees to engage in these activities.

603.1(c) Constructive Discharge

About [date], Respondent [describe conduct that caused employee(s) to "quit"].

By the conduct described above in paragraph(s) _____ Respondent caused the termination of its employee(s) [name(s) of employee(s)].

Respondent engaged in the conduct described above in paragraphs _____ because the (named) employee(s) of Respondent (formed) (joined) (assisted) the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

** Or **

Respondent engaged in the conduct described above in paragraph _____ because Respondent (mistakenly) believed the (named) employee(s) of Respondent (formed) (joined) (assisted) the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

** Or **

Respondent engaged in the conduct described above in paragraph _____ because the (named) employees of Respondent refrained from (forming, joining, assisting) the Union and engaging in concerted activities, and to encourage employees to engage in these activities.

603.1(d) Discrimination at Union's Request

About [date], the Union requested that Respondent [identify the discriminatory conduct e.g., discharge, refuse to reinstate, refuse to promote] its employee(s) [name(s) of employee(s)].

The Union engaged in the conduct described above in paragraph _____ (because the employee(s) [describe the protected activity and/or the unlawful motive upon which the proscribed conduct was based e.g., the employees were not members of the union, the employees refused to execute checkoff authorizations, the employees failed to pay dues when they were under no obligation to do so, the employees failed to pay dues notwithstanding the Union's failure to notify them of their obligation to pay dues]) (and) (for reasons other than the failure to tender uniformly required initiation fees and periodic dues).

About [date], pursuant to the Union's request described above in paragraphs _____, Respondent [identify the discriminatory conduct e.g., discharged, refused to reinstate, failed to promote] the employee(s) named above in paragraph _____.

By engaging in the conduct described above in paragraphs _____, Respondent has encouraged its employees to (form) (join) (assist) the Union.

603.1(e) *Inherently Destructive Conduct*

About [date] Respondent granted preference in terms and conditions of employment only to its employee(s) who (did not engage in) (and) (abandoned) the strike described above in paragraphs _____ by [specify the type of preferential treatment awarded to nonstriking employees e.g., by granting the employees superseniority].

The conduct described above in paragraph _____ is inherently destructive of the rights guaranteed employees by Section 7 of the Act.

603.1(f) Refusal to Hire or Consider for Hire

About [date], Respondent was hiring, or had concrete plans to hire, [insert number] employees.

[FOIA EXEMPTION 5]

About the dates set forth opposite their names, Respondent refused to consider for hire or hire the following applicant(s) for employment:

<u>Name of Applicant(s)</u>	<u>Date</u>
_____	_____
_____	_____

Respondent engaged in the conduct described above in paragraph _____ because the (named) employee(s) (formed) (joined) (assisted) the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

603.2 Strikes

[FOIA EXEMPTION 5]

603.2(a) Strike - Introduction

Since about [date], certain employees of Respondent (represented by the Union and) employed at [location] ceased work concertedly and engaged in a strike.

*** Or ***

From about [date] to about [date], certain employees of Respondent (represented by the Union and) employed at [location] ceased work concertedly and engaged in a strike.

603.2(b) Unfair Labor Practice Strike

603.2(b)(1) Unfair Labor Practice Strike from Inception

The strike described above in paragraph _____ was caused by Respondent's unfair labor practices described (above) (below) in paragraphs _____ (and) (was prolonged by the unfair labor practices of Respondent described (above) (below) in paragraphs _____).

603.2(b)(2) Economic Strike Converted to Unfair Labor Practice Strike

The strike described above in paragraph _____ was prolonged by the unfair labor practices of Respondent described (above) (below) in paragraphs _____.

603.2(c) Refusal to Reinstate Strikers (Fantasia Fresh Juice Co., 335 NLRB 754 (2001))

[FOIA EXEMPTION 5]

603.2(c)(1) Application for Reinstatement on Same Date

About [date], (when appropriate, specify the form of the offer to return e.g., by letter), the following employees, who engaged in the strike described above in paragraph(s) _____, made an unconditional offer to return to their former (or substantially equivalent) positions of employment:

[Insert names]

Or

About [date], (when appropriate, specify the form of the offer to return e.g., by letter), the Union, on behalf of the following employees who engaged in the

strike described above in paragraph(s) _____, made an unconditional offer to return to their former (or substantially equivalent) positions of employment:

[Insert names]

Since about [date], Respondent [when appropriate, specify the form of the refusal e.g., by letter] has failed and refused to (reinstate) (offer to reinstate) the employees named above in paragraph _____ to their former positions (or substantially equivalent) of employment.

603.2(c)(2) Application for Reinstatement on Different Dates

[FOIA EXEMPTION 5]

The following employees, who engaged in the strike described above in paragraph(s) _____, made unconditional offers to return to their former (or substantially equivalent) positions of employment by the method described below (specify the form of the offer to return e.g., by letter and if the union made the offer on behalf of the strikers, so indicate) on about the dates set forth opposite their names:

Name	Method	Date

[FOIA EXEMPTION 5]

Since about [date], Respondent (when appropriate, specify the form of the refusal e.g., by letter), has failed and refused to (reinstate) (offer to reinstate) the employees named above in paragraph _____ to their former (or substantially equivalent) positions of employment.

603.2(d) *Discrimination for Sympathy Strike*

From about [date] to about [date], employees of (Respondent) ([other named employer]) maintained a picket line at [location].

About [date], [named employees] of Respondent refused to cross the picket line described above in paragraph _____.

About [date], Respondent (describe the conduct such as discharged or laid off) the employees named above in paragraph _____.

Respondent engaged in the conduct described above in paragraph _____ because the employees refused to cross the picket line described above in paragraph(s) _____ and to discourage employees from engaging in these or other concerted activities.

603.3 Superseniority for Union Officers (*Dairylea Cooperative*, 219 NLRB 656 (1975); *Gulton Electro-Voice*, 266 NLRB 406 (1983), and 276 NLRB 1043 (1985))

603.3(a) *Presumptively Invalid Practices, Agreements, or Understandings*

About [date], Respondent and the Union entered into, and since then have maintained, (a practice) (an agreement) (an understanding) which provides: [describe the practice, agreement, or understanding. If it has been reduced to writing, quote in full all applicable provisions. More specifically, set forth the provisions indicating that the presumptive invalidity involves benefits other than layoff or recall, or a preference to officials other than those officials who must be on the job to accomplish duties which are directly related to contract administration and/or grievance processing].

** Or **

Since about [date within the 10(b) period], Respondent (and Union) has (have) maintained (a practice) (an agreement) (an understanding) which provides: [describe the practice, agreement, or understanding. If it has been reduced to writing, quote in full all applicable provisions. More specifically, set forth the provisions indicating that the presumptive invalidity involves benefits other than layoff or recall, or a preference to officials other than those officials who must be on the job to accomplish duties which are directly related to contract administration and/or grievance processing].

By engaging in the conduct described above in paragraph _____, Respondent has encouraged its employees to (form) (join) (assist) the Union.

603.3(b) Unlawfully Applied Practices, Agreements, or Understandings

About [date], Respondent and the Union entered into, and since then have maintained, (a practice) (an agreement) (an understanding) which provides: [describe the practice, agreement, or understanding. If it has been reduced to writing, quote in full all applicable provisions].

** Or **

Since about [date within the 10(b) period], Respondent (and Union) has (have) maintained (a practice (an agreement) (an understanding) which provides:
_____.

About [date] Respondent (applied) (attempted to apply) the (practice) (agreement) (understanding) described above in paragraph _____ (to) (for) [set forth the manner in which the respondent applied or attempted to apply the practice, agreement, or understanding, i.e., for purposes other than layoff or recall, or a preference to officials other than those officials who must be on the job to accomplish duties which are directly related to contract administration and/or grievance processing].

By engaging in the conduct described above in paragraph(s) _____, Respondent has encouraged its employees to (form) (join) (assist) the Union.

603.3(c) Intended to be Unlawfully Applied Practices, Agreements, or Understandings

About [date], Respondent and the Union entered into, and since then have maintained, (a practice) (an agreement) (an understanding) which provides:

[describe the practice, agreement, or understanding. If it has been reduced to writing, quote in full all applicable provisions].

** Or **

Since about [date within the 10(b) period], Respondent (and Union) has (have) maintained (a practice) (an agreement) (an understanding) which provides: [describe the practice, agreement, or understanding. If it has been reduced to writing, quote in full all applicable provisions].

At all material times, the (practice) (agreement) (understanding) described above in paragraph _____ has been intended by the parties to apply (to) (for) [set forth the manner in which the respondent applied or attempted to apply the practice, agreement, or understanding, i.e., for purposes other than layoff or recall, or a preference to officials other than those officials who must be on the job to accomplish duties which are directly related to contract administration and/or grievance processing].

By engaging in the conduct described above in paragraph(s) _____, Respondent has encouraged its employees to (form) (join) (assist) the Union.

[FOIA EXEMPTION 5]

603.4 Union-Security Agreement with Unlawfully Assisted or Dominated Union

The collective-bargaining agreement described above in paragraph [cite the appropriate 8(a)(2) contract allegation previously described in Section 602.3.

If not previously described, precede with the contract allegation as it appears in Section 602.3] provides:

[Quote or describe the union-security provision]

Respondent engaged in the conduct described above in paragraph(s) _____, even though the Union was not the lawfully recognized exclusive collective-bargaining representative of the Unit.

By engaging in the conduct described above in paragraph(s) _____, Respondent has encouraged its employees to (form) (join) (assist) [short name of assisted or dominated union].

603.5 Unlawful Union-Security Provision

About [date], Respondent and the Union entered into and since then have maintained a collective-bargaining agreement covering certain of Respondent's employees, containing the following conditions of employment:

[Quote or describe the unlawful union-security provision]

** Or **

Since about [date within the 10(b) period], Respondent and the Union have maintained a collective-bargaining agreement covering certain of the Respondent's employees, containing the following conditions of employment:

[Quote or describe the unlawful union-security provision]

By engaging in the conduct described above in paragraph _____ Respondent has encouraged its employees to (form) (join) (assist) the Union.

603.6 Unlawful Hiring Halls

About [date], Respondent and the Union entered into and since then have maintained (a practice) (an agreement) (an understanding), covering Respondent's employees, which provides:

[Quote or describe the unlawful practice, agreement, or understanding]

** Or **

Since about [date within the 10(b) period], Respondent (and Union) has (have) maintained (a practice) (an agreement) (an understanding) which provides:

[Quote or describe the unlawful practice, agreement, or understanding]

By engaging in the conduct described above in paragraph _____, Respondent has encouraged its employees to (form) (join) (assist) the Union.

604 8(a)(4) Allegations

604.1 The Basic Allegation

604.1(a) *Discrimination – Single Action*

About [date], Respondent [identify the discriminatory conduct e.g., discharged, refused to reinstate, failed to promote] its employee(s) [named employee(s)].

Respondent engaged in the conduct described above in paragraph(s) _____ because [named employee] [(gave testimony to the Board in the form of an affidavit) (testified at a Board hearing in Case _____) (filed a charge in Case No. _____) (was named in a charge in Case _____) (cooperated in a Board investigation in Case _____) (consulted with the Board) (threatened to file a charge with the Board) (attended a Board proceeding) (filed a representation [decertification] petition with the Board)].

** Or **

Respondent engaged in the conduct described above in paragraph(s) _____ because Respondent believed that [named employee] [describe activity that respondent believed e.g. (intended to file a charge with the Board)(intended to cooperate in a Board investigation) (had cooperated in a Board investigation)].

604.1(b) *Multiple Acts — Same Date*

About [date] Respondent [identify the discriminatory conduct e.g., discharged, refused to reinstate, failed to promote] the employees named below:

Respondent engaged in the conduct described above in paragraph(s) _____ because the employees named above in paragraph _____ [(gave testimony to the Board in the form of an affidavit) (testified at a Board hearing in Case _____) (filed a charge in Case _____) (was named in a charge in Case _____) (cooperated in a Board investigation in Case _____) (consulted with the Board) (threatened to file a charge with the Board) (attended a Board proceeding) (filed a representation [decertification] petition with the Board)].

** Or **

Respondent engaged in the conduct described above in paragraph(s) _____ because Respondent believed that the employees named above in paragraph [describe activity that respondent believed e.g. (intended to file a charge with the Board)(intended to cooperate in a Board investigation) (had cooperated in a Board investigation)].

604.1(c) Multiple Acts — Different Dates

About the dates set forth opposite their names, Respondent [identify the discriminatory conduct e.g., discharged, refused to reinstate, failed to promote] the employees named below:

Name	Date

Respondent engaged in the conduct described above in paragraph(s) _____ because the employees named above in paragraph _____ [(gave

testimony to the Board in the form of an affidavit) (testified at a Board hearing in Case _____) (filed a charge in Case _____) (was named in a charge in Case _____) (cooperated in a Board investigation in Case _____) (consulted with the Board) (threatened to file a charge with the Board) (attended a Board proceeding) (filed a representation [decertification] petition with the Board)].

** Or **

Respondent engaged in the conduct described above in paragraph(s) _____ because Respondent believed that the employees named above in paragraph [describe activity that respondent expected e.g. (intended to file a charge with the Board)(intended to cooperate in a Board investigation) (had cooperated in a Board investigation)].

604.2 Changes in Terms and Conditions of Employment

About [date], Respondent [indicate the change in working conditions e.g., increased benefits, decreased or withdrew benefits, imposed onerous and rigorous terms and conditions of employment] (to, from, on) its employee(s) [when specific individuals are involved, identify them (if known) by name or classification] by [identify the nature of the change in working conditions e.g., granting a wage increase; assigning employees to more arduous and less agreeable job assignments; reducing the length of employee break periods].

Respondent engaged in the conduct described above in paragraph(s) _____ because its employees [when specific individuals are involved, identify them (if known) by name or classification] _____ [(gave testimony to the Board in the form of an affidavit) (testified at a Board hearing in Case _____) (filed a

charge in Case _____) (was named in a charge in Case _____) (cooperated in a Board investigation in Case _____) (consulted with the Board) (threatened to file a charge with the Board) (attended a Board proceeding) (filed a representation [decertification] petition with the Board)].

** Or **

Respondent engaged in the conduct described above in paragraph(s) _____ because Respondent believed that the employees named above in paragraph _____ [describe activity that respondent expected e.g.(intended to file a charge with the Board)(intended to cooperate in a Board investigation) (had cooperated in a Board investigation)].

604.3 Constructive Discharge

About [date], Respondent [identify specific conduct that caused the employee(s) to "quit"].

About [date], by the conduct described above in paragraph(s) _____, Respondent caused the termination of its employee(s) [name(s) of employee(s)].

Respondent engaged in the conduct described above in paragraph(s) _____ because [named employee] [(gave testimony to the Board in the form of an affidavit) (testified at a Board hearing in Case _____) (filed a charge in Case _____) (was named in a charge in Case _____) (cooperated in a Board investigation in Case _____) (consulted with the Board) (threatened to file a charge with the Board) (attended a Board proceeding) (filed a representation [decertification] petition with the Board)].

** Or **

Respondent engaged in the conduct described above in paragraph(s) _____ because Respondent believed that [named employee] [describe activity that respondent believed e.g.(intended to file a charge with the Board)(intended to cooperate in a Board investigation) (had cooperated in a Board investigation)].

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605 8(a)(5) Allegations

[FOIA EXEMPTION 5]

605.1 Introductory Allegations – 9(a) Status

605.1(a) *Appropriate Unit*

605.1(a)(1) **Appropriate Unit - General**

The following employees of Respondent (the Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

[Quote or describe unit. If the unit has been certified or described in a contract, use that language; if extremely long, describe it.]

605.1(a)(2) **Appropriate Unit – Employer Association**

The following employees of Respondent (the Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All [include employee classifications] employed by members of (Respondent) [name of employer association] and of the employers who have authorized (Respondent) [name of employer association] to bargain on their behalf, including (Respondent) [name of employer(s)], but excluding [excluded classifications].

605.1(b) Majority Status

605.1(b)(1) Selection — Cards

About [date] (or if majority status was achieved over a period of time, From about [date] to about [date]), a majority of the Unit designated the Union as their exclusive collective-bargaining representative.

605.1(b)(2) Selection — Certification

On [date], the Board certified the Union as the exclusive collective-bargaining representative of the Unit.

**** Or, when a unilateral change occurred after the election and before the certification ****

On [date], a representation election was conducted among the employees in the Unit and, on [date], the Union was certified as the exclusive collective-bargaining representative of the Unit.

605.1(b)(3) Selection — Voluntary Recognition or Contractual History

Since about [date] and at all material times, Respondent has recognized the Union as the exclusive collective-bargaining representative of the Unit. This recognition has been embodied in a recognition agreement dated _____.

**** Or ****

Since about [date] and at all material times, Respondent has recognized the Union as the exclusive collective-bargaining representative of the Unit. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which is effective from [date] to [date].

605.1(b)(4) Selection — Failure to Honor Agreed-Up on Method

About [date], Respondent agreed to recognize the Union as the exclusive collective-bargaining representative of the Unit if the Union demonstrated by [describe the agreed-upon method for testing the union's majority status e.g., a card count before an impartial person] that it represented a majority of the Unit.

About [date], the Union demonstrated to Respondent that a majority of the Unit had selected the Union as their exclusive collective-bargaining representative.

605.1(b)(5) Selection — Poll

About [date], Respondent, by [named agent], (in) (at) [location], polled Unit employees about whether they had designated (or selected) the Union as their exclusive collective-bargaining representative.

As a result of the conduct described above in paragraph _____ Respondent established that the Union represented a majority of the Unit.

605.1(b)(6) Selection — Based on a Strike or a Vote to Strike (NLRB v. Gissel Packing Co., 395 U.S. 575 fn. 10 (1969))

About [date], a majority of the Unit (engaged in a strike) (voted to engage in a strike) called by the Union.

605.1(c) 9(a) Status

[FOIA EXEMPTION 5]

At all times since [date], based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

605.2 Introductory Allegations – 8(f) Status (*John Deklewa & Sons*, 282 NLRB 1375 (1987))

605.2(a) *Appropriate Unit*

The following employees of Respondent (the Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

[Quote or describe unit in the 8(f) agreement contract]

605.2(b) *Section 8(f) Recognition*

605.2(b)(1) *“Me Too” Signer*

About [date], Respondent, an employer engaged in the building and construction industry, entered into [described the written document] whereby it agreed to be bound by (or execute) the collective-bargaining agreement between the Union and [name of employer association] effective from [date] to [date] (and agreed to be bound to such future agreements unless timely notice was given).

By entering into the agreement described above in paragraph ____, Respondent recognized the Union as the exclusive collective-bargaining representative of the Unit without regard to whether the Union’s majority status had ever been established under Section 9(a) of the Act. (Such recognition has been embodied in successive collective-bargaining agreements, the most recent of which is effective from [date] through [date].)

605.2(b)(2) *Member of Employer Association*

[Name of Employer Association] (short name) is composed of employers engaged in the building and construction industry and exists for the purpose, *inter*

alia, of representing its employer members in negotiating and administering collective-bargaining agreements.

About [date], the Union entered into a collective-bargaining agreement with the [short name of employer association], effective from [date] through [date] recognizing the Union as the exclusive collective-bargaining representative of the Unit without regard to whether the Union's majority status had ever been established under Section 9(a) of the Act.

Since about [date] and at all material times, Respondent has been a member of the [short name of employer association] and thereby agreed to recognize the Union and be bound by the agreement described above in paragraph ____.

605.2(b)(3) Employer Signed Individual Collective-Bargaining Agreement

About [date], Respondent, an employer engaged in the building and construction industry, entered into a collective-bargaining agreement effective from [date] through [date] whereby it recognized the Union as the exclusive collective-bargaining representative of the Unit without regard to whether the Union's majority status had ever been established under Section 9(a) of the Act (and agreed to continue the agreement in effect annually unless timely notice was given in accordance with the terms of [identify section of contract] of the collective-bargaining agreement). (Such recognition has been embodied in successive collective-bargaining agreements, the most recent of which is effective from [date] through [date].)

605.2(c) Limited 9(a) Status

From [contract commencement date] to [contract expiration date], based on Section 9(a) of the Act, the Union has been the limited exclusive collective-bargaining representative of the Unit.

605.3 Introductory Allegations - Successor

605.3(a) Appropriate Unit – Successor Status

605.3(a)(1) Appropriate Unit – General

The following employees of Respondent (the Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

[Quote or describe unit. If the unit has been certified or described in a contract, use that language; if extremely long, describe it.]

605.3(a)(2) Appropriate Unit – Employer Association

The following employees of Respondent (the Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All [include employee classifications] employed by members of (Respondent) [name of employer association] and of the employers who have authorized (Respondent) [name of employer association] to bargain on their behalf, including (Respondent) [name of employer(s)], but excluding [excluded classifications].

605.3(b) Majority Status in Successorship Situations

605.3(b)(1) Selection - Cards

About [date], a majority of the Unit employed by [short name of predecessor] designated and selected the Union as their representative for the purposes of collective bargaining.

605.3(b)(2) Selection – Certification

On [date], the Union was certified as the exclusive collective-bargaining representative of the Unit employed by [short name of predecessor].

Since about [date of successorship], based on the facts described above in paragraphs _____, the Union has been the designated exclusive collective-bargaining representative of the Unit.

605.3(b)(3) Selection – Voluntary Recognition or Contractual History

From about [date] until about [date], the Union had been the exclusive collective-bargaining representative of the Unit employed by [short name of predecessor], and during that time the Union had been recognized as such representative by [short name of predecessor]. This recognition has been embodied in a recognition agreement dated _____ (successive collective-bargaining agreements, the most recent of which is effective from [date] to [date]).

Since about [date of successorship], based on the facts described above in paragraphs _____, the Union has been the designated exclusive collective-bargaining representative of the Unit.

605.3(b)(4) Selection – Failure to Honor Agreed-Upon Method

About [date], [short name of predecessor] agreed to recognize the Union as the exclusive collective-bargaining representative of the Unit employed by [short name of predecessor], if the Union demonstrated that it represented a majority of the unit.

About [date], the Union demonstrated to [short name of predecessor] that a majority of the Unit employed by [short name of predecessor] had selected the Union as their exclusive collective-bargaining representative.

Since about [date of successorship], based on the facts described above in paragraphs _____, the Union has been the designated exclusive collective-bargaining representative of the Unit.

605.3(b)(5) Selection – Poll

About [date], [short name of predecessor] by [named agent], (in) (at) [location], polled the Unit about whether they had designated or selected the Union as their representative for the purposes of collective bargaining.

As a result of the conduct described above in paragraph _____, [short name of predecessor] established that the Union represented a majority of the Unit employed by [short name of predecessor], for the purposes of collective bargaining.

Since about [date of successorship], based on the facts described above in paragraphs _____, the Union has been the designated exclusive collective-bargaining representative of the Unit.

605.3(c) 9(a) Status in Successorship Situations

From about [date] to [date of successorship], based on Section 9(a) of the Act, the Union had been the exclusive collective-bargaining representative of the Unit employed by the [short name of predecessor].

At all times since about [date of successorship], based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of Respondent's employees in the Unit.

605.4 8(a)(5) Conduct

605.4(a) Direct Dealing

About [date], Respondent, by [named agent], (in) (at) [location], bypassed the Union and dealt directly with its employees in the Unit by [specify how – e.g., soliciting employees to enter individual employment contracts].

605.4(b) Insistence on Illegal Condition

About [date], Respondent insisted, as a condition of reaching any collective-bargaining agreement, that the Union agree to [specify illegal condition].

The condition described above in paragraph _____, is prohibited by [specify state or Federal law making condition illegal, including section of the Act].

About [date], in support of the condition described above in paragraph _____, Respondent [describe conduct by which Respondent sought to perfect its insistence on illegal subject/condition – e.g., bargained to impasse].

605.4(c) Insistence on Nonmandatory Condition

About [date], Respondent insisted, as a condition of reaching any collective-bargaining agreement, that the Union agree to [specify non-mandatory condition].

The condition described above in paragraph _____ is not a mandatory subject for the purposes of collective bargaining.

About [date], in support of the condition described above in paragraph _____, Respondent [describe conduct by which Respondent sought to perfect its insistence on non-mandatory subject/condition – e.g., bargained to impasse].

605.4(d) Noncompliance with Section 9(a)

About [date], Respondent, by [named agent], (in) (at) [location], met with (an) employee(s) to adjust (a) grievance(s).

The collective-bargaining agreement described above in paragraph ____, in Section ____, provides a mechanism for the bilateral resolution of grievances by the parties to the agreement.

About [date], Respondent adjusted the grievance(s) referred to above in paragraph _____, in a manner inconsistent with that mechanism.

At no time was the Union given an opportunity to be present at the meeting described above in paragraph _____.

By the conduct described above in paragraph(s)_____, Respondent failed to comply with Section 9(a) of the Act.

605.4(e) Refusal to Bargain Over Mandatory Subjects

About [date], the Union requested that Respondent bargain collectively about [specify subjects].

Since about [date], Respondent has failed and refused to bargain collectively about the subject(s) set forth above in paragraph _____.

The subject(s) set forth above in paragraph(s) _____ relate(s) to the wages, hours, and other terms and conditions of employment of the Unit and (is) (are) mandatory subject(s) for the purposes of collective bargaining.

605.4(f) Refusal to Execute Contract

About [date], the Union and Respondent reached complete agreement on the Unit's terms and conditions of employment to be incorporated in a collective-bargaining agreement.

Since about [date], the Union has requested that Respondent execute a written contract containing the agreement described above in paragraph _____.

Since about [date], Respondent, by [name of agent], has failed and refused [orally or in writing] to execute the agreement described above in paragraph _____.

605.4(g) Refusal to Furnish or Delay in Furnishing Information

Since about [date of demand], the Union has requested [when appropriate specify how the request was made e.g. orally or in writing] that Respondent furnish the Union with the following information: [specify data requested—quoting from the written request when appropriate. In some cases it may be appropriate to attach, as an exhibit to the complaint, a copy of the letter in which the request was made].

The information requested by the Union, as described above in paragraph _____ is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

Since about [date], Respondent, (by name of agent, if appropriate), [orally or in writing], has failed and refused to furnish the Union with the information requested by it as described above in paragraph(s) _____.

*** and/or ***

From about ____ to about ____ Respondent unreasonably delayed in furnishing the Union with the information requested by it as described above in paragraph(s) _____.

605.4(h) Refusal to Meet with Agent

From ____ to ____, Respondent and the Union met for the purposes of collective bargaining.

At all material times, [name and title of union agent] has been the Union's collective-bargaining agent during these negotiations.

Since about [date], Respondent has failed and refused to bargain with the Union as the exclusive collective-bargaining representative of the Unit unless [name of union agent] ceased to act as the Union's collective-bargaining agent.

*** Or ***

Since about [date], Respondent has failed and refused to bargain with [name of union agent].

605.4(i) Refusal to Recognize and Bargain – General

About [date], the Union, by [specify how the request was made e.g., letter, e-mail, telephone, etc.], requested that Respondent (recognize it as the exclusive

collective-bargaining representative of the Unit) (and) (bargain collectively with the Union as the exclusive collective-bargaining representative of the Unit).

Since about [date], Respondent has failed and refused to (recognize) (and) (bargain) with the Union as the exclusive collective-bargaining representative of the Unit.

605.4(j) Refusal to Recognize and Bargain (Gissel Remedy) (NLRB v. Gissel Packing Co., 395 U.S. 575 (1969))

About [date], the Union, by [specify how the request was made e.g., letter, e-mail, telephone], requested that Respondent (recognize it as the exclusive collective-bargaining representative of the Unit) (and) (bargain collectively with the Union as the exclusive collective-bargaining representative of the Unit).

The serious and substantial unfair labor practice conduct described above in paragraph(s) _____ through _____ is such that there is only a slight possibility of traditional remedies erasing their effects and conducting a fair (rerun) election. Therefore, on balance, the employees' sentiments regarding representation, having been expressed through authorization cards, would be protected better by issuance of a bargaining order.

The allegations described above in paragraph _____ requesting the issuance of a bargaining order are supported by, among other things: [insert applicable paragraphs below].

(a) [insert names of high ranking supervisors] are high ranking supervisors responsible for the discriminatory conduct described above in paragraph(s) _____;

(b) the conduct described above in paragraph(s) _____ has not been retracted;

(c) there are approximately [insert number] employees in the Unit described above in paragraph _____;

(d) the conduct described above in paragraph(s) _____ was immediately directed at approximately [insert number] employees;

(e) [insert number] employees learned or were likely to learn of the conduct described above in paragraph(s) _____;

(f) the conduct described above in paragraph(s) _____ followed immediately on the heels of the Respondent's knowledge of the Union's campaign;

(g) the employees described above in paragraph(s) _____ were leading organizers for the Union; and

(h) [insert all other relevant factual allegations in separate sub-paragraphs that could arguably support the issuance of a Gissel bargaining order].

[FOIA EXEMPTION 5]

Since about [date – see above], Respondent has failed and refused to recognize and bargain with the Union as the exclusive collective-bargaining representative of the Unit.

605.4(k) Repudiation of/ Refusal to Execute Association Agreement

Note: See sec. 300.9.

At all material times, [name of employer association] (the Association), has been an organization composed of approximately [number] employers, one purpose of which is to represent its employer-members in negotiating and administering collective-bargaining agreements with (various labor organizations, including) the Union.

At all material times, Respondent has (been an employer-member of the Association) (agreed to be bound [explain how]).

At all material times, the Association has been authorized by Respondent to bargain collectively on its behalf with the Union concerning wages, hours, and other terms and conditions of employment of the Unit.

About [date], the Association and the Union reached complete agreement on a collective-bargaining agreement covering the Unit and about [date] executed the agreement.

About [date], the Union, [describe how, e.g. orally, telephonically, in writing] requested that Respondent (adhere to) (execute) the collective-bargaining agreement described above in paragraph _____.

Since about [date], Respondent has refused to (adhere to) (execute) the collective-bargaining agreement described above in paragraph _____.

605.4(l) Surface or Bad-Faith Bargaining

(a) At various times from about ____ through ____, Respondent and the Union met for the purposes of negotiating an initial collective-bargaining agreement with respect to wages, hours, and other terms and conditions of employment.

** Or **

(a) At various times from about ____ through ____, Respondent and the Union met for the purposes of negotiating a successor collective-bargaining agreement to the agreement described above in paragraph ____.

(b) During the period described above in paragraph ____, Respondent [describe conduct at and away from the bargaining table supporting the allegation, even if not independently violative. For example, bargaining with no intention of reaching agreement (surface bargaining); failing to cloak its representatives with the authority to enter into binding agreements; insisting upon proposals that are predictably unacceptable to the Union; refusing to meet at reasonable times and/or places for bargaining; renegeing on tentative agreements; conditioning negotiations on non-mandatory subjects of bargaining; and denigrating the Union in the eyes of unit employees].

(c) By its overall conduct, including the conduct described above in paragraph [refer to the immediately preceding paragraphs as evidence of bad faith, as well as other alleged independent violations that demonstrate bad faith], Respondent has failed and refused to bargain in good faith with the Union as the exclusive collective-bargaining representative of the Unit.

605.4(m) Unilateral Action Not Involving Midterm Contract Modification

*Note: Per OM-Memo 82-21, when the action involves the subcontracting of unit work, a copy of the complaint should be served upon the subcontractor who would be losing the work under the proposed order, but the subcontractor should **not** be named in the complaint as a party-in-interest.*

About [date], Respondent [describe the actual changes to and/or those affecting terms/conditions of employment].

The subject(s) set forth above in paragraph(s) _____ relate(s) to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

Respondent engaged in the conduct described above in paragraph(s) _____ (without prior notice to the Union) (and/or) (without affording the Union an opportunity to bargain with Respondent) with respect to (this conduct) (and/or) (the effects of this conduct) (and/or) (without first bargaining with the Union to a good-faith impasse).

[FOIA EXEMPTION 5]

As a result of Respondent's conduct described above in paragraph(s) _____, on [date], Respondent [identify adverse action] its employee(s) [name employee(s)].

605.4(n) Unilateral Action - Midterm Contract Modification 8(d)

Note: Per OM Memo 82-21, when the action involves the subcontracting of unit work, a copy of the complaint should be served upon the subcontractor who would be losing the work under the proposed order, but the subcontractor should not be named in the complaint as a party-in-interest.

[FOIA EXEMPTION 5]

About [date], Respondent failed to continue in effect all the terms and conditions of the agreement described in paragraph ____ by [describe the actual changes to and/or those affecting terms/conditions of employment].

The terms and conditions of employment described above in paragraph ____ are mandatory subjects for the purposes of collective bargaining.

Respondent engaged in the conduct described above in paragraph(s) ____ without the Union's consent.

605.4(o) Withdrawal of Recognition

About [date], Respondent withdrew its recognition of the Union as the exclusive collective-bargaining representative of the Unit.

700 8(b) Allegations

701 8(b)(1)(A) Allegations

701.1 8(b)(1)(A) General Allegations

701.1(a) Duty of Fair Representation - Failure to Process Grievances

At all material times, by virtue of Section 9(a) of the Act, Respondent has been the exclusive collective-bargaining representative of the following employees of the Employer (the Unit):

[Quote or describe unit]

At all material times, Respondent and the Employer have maintained and enforced a collective-bargaining agreement covering the terms and conditions of employment of the Unit, including a grievance (and arbitration) procedure.

Since about [date], Respondent has (refused) (failed) to (accept) (process) (process to arbitration) a grievance concerning [indicate generally the nature of the grievance e.g., seniority rights, job bids, discharge] that [name(s) of employee(s)] (filed) (attempted to file) under the provisions of the agreement described above in paragraph _____.

Respondent engaged in the conduct described above in paragraph _____ because (indicate the reason for Respondent's conduct e.g., race, sex, nonmembership, or dissident union activity).

OR

Respondent's conduct described above in paragraph _____ was (perfunctory) (arbitrary).

By engaging in the conduct described above in paragraph ____ in connection with its representative status described above in paragraphs _____, Respondent has failed to represent [name(s) of employee(s)] for reasons that are arbitrary, discriminatory, or in bad faith and has breached the fiduciary duty it owes to said employee(s) and the Unit.

[FOIA EXEMPTION 5]

701.1(b) Fines of Current and Former Members

701.1(b)(1) Fines of Current Union Members

About [date], Respondent imposed (a) fine(s) on employee(s) [name of employee(s)].

Respondent engaged in the conduct described above in paragraph _____ because the employee(s) [indicate the protected activity, not covered by the proviso, that was the reason for the respondent's conduct e.g., they refused to participate in an unprotected strike].

701.1(b)(2) Fines of Union Members Who Resigned

About [date] Respondent imposed (a) fine(s) on employee(s) [name(s) of employee(s)].

Respondent engaged in the conduct described above in paragraph _____ because the employee(s) [indicate the protected activity that was the reason for Respondent's conduct e.g., because they refused to participate in a work stoppage].

Respondent engaged in the conduct described above in paragraph _____, even though the employee(s) (had previously tendered to Respondent (a) valid membership resignation(s)) (and) (were not members of Respondent).

701.1(c) Impeding Entrance and Exit

(Since about [date]) (From about [date] to about [date]), Respondent established and maintained a picket line at [location].

About [date] Respondent, by [named agent], in the conduct of the picket line activity described above in paragraph _____, impeded employees' entrance to and exit from [location].

OR

About [date], Respondent, by [named agent], in the conduct of the picket line activity described above in paragraph _____ and in the presence of employees, impeded entrance to and exit from [location].

701.1(d) Promise of Benefits

About [date], Respondent, by [named agent], (in) (at) [location], promised employees [describe the nature of the promise and if specific benefits were discussed, identify the benefits involved e.g., that dues and initiation fees would be waived for union members] if [indicate the protected activity that was the reason for the respondent's conduct e.g., if the union won the election, if the employees selected the union as their bargaining representative].

701.1(e) Restriction on Resignation

Since about [date], Respondent has maintained the following rule:

[Quote or describe the invalid rule restricting resignation]

701.1(f) Threats

[FOIA EXEMPTION 5]

701.1(f)(1) Threats - Generally

About [date] Respondent, by [named agent], (in) (at) [location], threatened employees with [indicate the general nature of the threat e.g., loss of employment, loss of benefits, bodily injury] (if) (because) (unless) [indicate the protected activity that was the object of the respondent's conduct e.g., if they did not select the union as their bargaining representative, because they refused to (form) (join) (assist) the union, unless they executed checkoff authorizations].

701.1(f)(2) Threats - On the Picket Line

(Since about [date]) (From about [date] to about [date]), Respondent established and maintained a picket line at [location].

About [date], Respondent, by [named agent], (at) (near) the picket line described above in paragraph _____ threatened (employees) (nonemployees in the presence of employees) with [indicate the general nature of the threat e.g., bodily harm, property damage] because they (crossed) (attempted to cross) the picket line.

701.1(g) Violence

701.1(g)(1) Violence Away from a Picket Line

About [date], Respondent, by [named agent], (in) (at) [location], (in the presence of employees) (inflicted) (attempted to inflict) [indicate the nature of the

respondent's misconduct e.g., damage to the employer's trucks, injury upon a nonstriking employee] by [when known, specifically describe the misconduct e.g., throwing rocks, pushing an employee, etc.] because [indicate the protected activity that was the object of the respondent's conduct e.g., the employees supported a rival union; the employees refused to join the respondent].

701.1(g)(2) Violence On the Picket Line

(Since about [date]) (From about [date] to about [date]), Respondent established and maintained a picket line at [location].

About [date], Respondent, by [named agent], in the conduct of the picket line activity described above in paragraph _____ (inflicted) (attempted to inflict) [indicate the nature of the respondent's violent conduct e.g., damage to the employer's truck, injury upon a nonstriking employee] by [indicate the misconduct e.g., throwing a rock, pushing an employee].

701.2 8(b)(1)(A) Beck Allegations (*Communications Workers v. Beck*, 487 U.S. 735 (1988))

701.2(a) Common Beck Allegations

At all material times, since [date], Respondent has been the exclusive collective-bargaining representative of the following employees of the Employer (the Unit) pursuant to Section 9(a) of the Act:

[Quote or describe unit]

At all material times since [date], Respondent and the Employer have maintained and enforced a collective-bargaining agreement covering the terms

and conditions of employment of the Unit, including the following union-security provision:

[Quote the union-security provision(s)]

Respondent expends the monies collected pursuant to the union-security provision described above in paragraph ___ on activities germane to collective bargaining, contract administration, and grievance adjustment (representational activities), and on activities not germane to collective bargaining, contract administration, and grievance adjustment (nonrepresentational activities).

At all material times since [date], [named employees], who are covered by the union-security provision described above in paragraph ___, have not been members of Respondent.

701.2(b) Charging Objecting Nonmembers for Nonrepresentational Activities

At all material times since [date], Respondent has been the exclusive collective-bargaining representative of the following employees of the Employer (the Unit) pursuant to Section 9(a) of the Act:

[Quote or describe unit]

At all material times since [date], Respondent and the Employer have maintained and enforced a collective-bargaining agreement covering the terms and conditions of employment of the Unit, including the following union-security provision:

[Quote the union-security provision(s)]

About [date], the employee(s) named above in paragraph _____ notified Respondent that (he) (she) (they) objected to the payment of dues and fees for nonrepresentational activities.

Since about [date], Respondent has continued to seek from the employee(s) named above in paragraph _____, as a condition of (his) (her) (their) continued employment with the Employer, dues and fees for the following nonrepresentational activities: (specify the nonrepresentational activities for which the employees are being charged e.g., legislative expenses, organizing expenses).

701.2(c) Deficient Disclosure: Failure to Provide Detailed Apportionment of Expenditures for Representational and Nonrepresentational Activities

At all material times since [date], Respondent has been the exclusive collective-bargaining representative of the following employees of the Employer (the Unit) pursuant to Section 9(a) of the Act:

[Quote or describe unit]

At all material times since [date], Respondent and the Employer have maintained and enforced a collective-bargaining agreement covering the terms and conditions of employment of the Unit, including the following union-security provision:

About [date], the employee(s) named above in paragraph _____ notified Respondent that (he) (she) (they) objected to the payment of dues and fees for nonrepresentational activities.

Since about [date], Respondent has failed to provide the employee(s) named above in paragraph _____ with a detailed apportionment of its expenditures for representational activities and nonrepresentational activities for the period _____.

The information referred to above in paragraph _____ is necessary for the employee(s) named above in paragraph _____ to evaluate Respondent's apportionment of dues and fees for representational activities and nonrepresentational activities.

701.2(d) Deficient Disclosure: Failure to Adequately Explain Expenditures

At all material times since [date], Respondent has been the exclusive collective-bargaining representative of the following employees of the Employer (the Unit) pursuant to Section 9(a) of the Act:

[Quote or describe unit]

At all material times since [date], Respondent and the Employer have maintained and enforced a collective-bargaining agreement covering the terms and conditions of employment of the Unit, including the following union-security provision:

[Quote the union-security provision(s)]

About [date], the employee(s) named above in paragraph _____ notified Respondent that (he) (she) (they) objected to the payment of dues and fees for nonrepresentational activities.

About [date], Respondent provided the employee(s) named above in paragraph _____ with certain information concerning its expenditures for representational activities and nonrepresentational activities.

Since about [date], Respondent has failed to provide the employee(s) named above in paragraph _____ with an adequate explanation of the following expenditures that Respondent claims are for representational activities: [specify the expenses for which an adequate explanation has not been supplied e.g., miscellaneous expenses; human rights; meetings, conferences].

The information described above in paragraph _____ is necessary for the employee(s) named above in paragraph _____ to evaluate Respondent's apportionment of dues and fees for representational activities and nonrepresentational activities.

701.2(e) *Failing or Refusing to Accept Objections*

At all material times since [date], Respondent has been the exclusive collective-bargaining representative of the following employees of the Employer (the Unit) pursuant to Section 9(a) of the Act:

[Quote or describe unit]

At all material times since [date], Respondent and the Employer have maintained and enforced a collective-bargaining agreement covering the terms and conditions of employment of the Unit, including the following union-security provision:

About [date], the employee(s) named above in paragraph _____ notified Respondent that (he) (she) (they) objected to the payment of dues and fees for nonrepresentational activities.

Since about [date], Respondent has failed and refused to recognize the employee(s) named above in paragraph _____ as objecting nonmembers, and has continued to seek from said employee(s) full dues and fees as a condition of (his) (her) (their) continued employment with the Employer.

701.2(f) Failure to Notify Employees of Their Right to Be or Remain Nonmembers (General Motors Rights) and to Object to Expenditures for Nonrepresentational Activities (Beck Rights)

At all material times since [date], Respondent has been the exclusive collective-bargaining representative of the following employees of the Employer (the Unit) pursuant to Section 9(a) of the Act:

[Quote or describe unit]

At all material times since [date], Respondent and the Employer have maintained and enforced a collective-bargaining agreement covering the terms and conditions of employment of the Unit, including the following union-security provision:

[Quote the union-security provision(s)]

Since about [date], Respondent has failed to inform Unit employees of the following information:

(a) that they have the right to be or remain a nonmember,

* and/or *

(b) that they have a right as a nonmember to object to paying for nonrepresentational activities and to obtain a reduction in fees for such nonrepresentational activities;

* and/or *

(c) that they have the right to be given sufficient information to enable them to intelligently decide whether to object;

* and/or *

(d) that they have the right as a nonmember to be apprised of any internal union procedures for filing objections.

701.2(g) *Imposing Conditions on the Acceptance of Objections*

At all material times since [date], Respondent has been the exclusive collective-bargaining representative of the following employees of the Employer (the Unit) pursuant to Section 9(a) of the Act:

[Quote or describe unit]

At all material times since [date], Respondent and the Employer have maintained and enforced a collective-bargaining agreement covering the terms and conditions of employment of the Unit, including the following union-security provision:

About [date], the employee(s) named above in paragraph ____ notified Respondent that (he) (she) (they) objected to the payment of dues and fees for nonrepresentational activities.

At all material times, Respondent has maintained a procedure (the Procedure) governing the reduction in dues and fees for nonmember employees covered by the union-security provision described above in paragraph ___ who object to the payment of dues and fees for nonrepresentational activities.

The Procedure requires that objecting nonmember employees [specify the Procedure's deficiency e.g., cannot object in concert with other employees; must object by certified mail; must object in person].

About [date], Respondent applied the Procedure to the employee(s) named above in paragraph _____.(.) (, and since said date has refused to recognize said employee(s) as objecting nonmember(s) and has continued to seek from said employees(s) full dues and fees as a condition of (his) (her) (their) continued employment with the Employer.)

701.2(h) Imposing Conditions on Processing Objections

At all material times since [date], Respondent has been the exclusive collective-bargaining representative of the following employees of the Employer (the Unit) pursuant to Section 9(a) of the Act:

[Quote or describe unit]

At all material times since [date], Respondent and the Employer have maintained and enforced a collective-bargaining agreement covering the terms and conditions of employment of the Unit, including the following union-security provision:

[Quote the union-security provision(s)]

About [date], the employee(s) named above in paragraph _____ notified Respondent that (he) (she) (they) objected to the payment of dues and fees for nonrepresentational activities.

At all material times, Respondent has maintained a procedure (the Procedure) governing the reduction in dues and fees for nonmember employees covered by the union-security provision described above in paragraph ___ who object to the payment of dues and fees for nonrepresentational activities.

The Procedure requires that nonmember employees who challenge Respondent's apportionment of dues and fees for representational and nonrepresentational activities (specify the Procedure's improper conditions e.g., must travel unreasonable distances to attend a challenge hearing).

About [date], Respondent applied the Procedure to the employee(s) named above in paragraph _____(.) (, and since that date has refused to recognize those employee(s) as objecting nonmembers) and has continued to seek from those employees(s) full dues and fees as a condition of (his) (her) (their) continued employment with the Employer.)

701.3 8(b)(1)(A) Receiving Unlawful Assistance or Domination

701.3(a) Receiving Unlawful Assistance

About [date], Respondent received assistance and support from the Employer by [specify the nature of the employer's actions constituting unlawful assistance e.g., urging its employees to sign checkoff authorizations, deducting money from employees' wages and remitting the money to the Respondent notwithstanding the absence of employee authorization for the deductions and

remittance, permitting respondent to utilize the Employer's facilities and equipment].

701.3(b) Domination in Respondent Union's Administration

[FOIA EXEMPTIONS 5]

From about [date] to about [date], Respondent received assistance and support from the Employer by allowing the Employer's agent, [named agent], to serve as [identify the position held by the employer's agent e.g., president, grievance chairman] of Respondent.

From about [date] to about [date], Respondent received assistance and support from the Employer by allowing the Employer's agent, [named agent], to establish policies and procedures and participate in the affairs and meetings of Respondent.

From about [date] to about [date], Respondent received assistance and support from the Employer [specify the nature of the assistance and support e.g., by accepting the use of the Employer's facilities and equipment].

From about [date] to about [date], Respondent obtained recognition from (and bargained with) the Employer as the exclusive collective-bargaining representative of certain of the Employer's employees.

701.3(c) Domination in Respondent Union's Formation

[FOIA EXEMPTION 5]

About [date], the Employer, by [named agent], (in) (at) [location], suggested to employees that they form a (union) (committee) (organization) to deal with the Employer concerning wages, hours, and other terms and conditions of employment.

About [date], the Employer, by [named agent], (in) (at) [location] (convened) (attended) (participated in) (supervised) a meeting of its employees during which Respondent was formed.

From about [date] to about [date], the Employer provided assistance and support to the Respondent by [specify the nature of the assistance e.g., permitting Respondent to utilize the Employer's facilities and equipment].

From about [date] to about [date], Respondent obtained recognition from (and bargained with) the Employer as the exclusive collective-bargaining representative of certain of the Employer's employees.

701.4 8(b)(1)(A) Receiving Unlawful Recognition

701.4(a) Recognition Despite Valid Rival Petition (Bruckner Nursing Home, 262 NLRB 955 (1982))

About [date], Respondent obtained recognition from (and bargained with) (and entered into a collective-bargaining agreement with) the Employer as the exclusive collective-bargaining representative of the following employees of the Employer (the Unit):

[Quote or describe unit]

The Employer recognized Respondent (and entered into the collective-bargaining agreement) as described above in paragraph _____ even though a valid petition had been filed on [date] in Case No. _____ seeking an election in the Unit.

701.4(b) Recognition Where Union Lacks Majority Support

About [date], Respondent (obtained recognition from) (and) (entered into and since then has maintained and enforced a collective-bargaining agreement with) the Employer as the exclusive collective-bargaining representative of the following employees of the Employer (the Unit):

[Quote or describe unit]

Respondent engaged in the conduct described above in paragraph _____, even though it did not represent (a majority) (an uncoerced majority) of the Unit.

701.4(c) Recognition Where No Representative Complement

About [date], Respondent (obtained recognition from) (and) (entered into and since then maintained and enforced a collective-bargaining agreement with) the Employer as the exclusive collective-bargaining representative of the following employees of the Employer (the Unit):

[Quote or describe unit]

Respondent engaged in the conduct described above in paragraph _____, even though the Employer did not employ in the Unit a representative segment of its ultimate employee complement.

710 8(b)(1)(B) Allegations

710.1 Generally

At all material times, [name of representative] has held the position of [identify the individual's status by both title e.g., plant manager, general foreman, or personnel manager and a general description of the individual's position in the collective-bargaining or grievance-handling process e.g., chief negotiator, grievance representative] for the Employer, and has been (a supervisor within the meaning of Section 2(11) of the Act and) a representative of the Employer for the purposes of collective bargaining or the adjustment of grievances within the meaning of Section 8(b)(1)(B) of the Act.

About [date], Respondent, by [named agent], (in) (at) [location], [specify the nature of the respondent's unlawful conduct e.g., fined [name] because the individual crossed a picket line to perform certain supervisory and/or management functions; threatened to strike and picket the Employer unless it discharged [name]].

710.2 Imposing an Association on an Employer

At all material times, [name of employer association] (the Association) has been an organization composed of various employers, one purpose of which is to represent its employer-members in negotiating and administering collective-bargaining agreements with (various labor organizations, including) Respondent.

[FOIA EXEMPTION 5]

At no material time has the Employer been a member of the Association, or selected the Association to be its representative for the purpose of collective bargaining or the adjustment of grievances.

About [date], Respondent, by [named agent], (in) (at) [location], specify the nature of the respondent's unlawful conduct that coerced the employer with the object of forcing the employer to join the association or select it as the employer's bargaining representative].

720 8(b)(2) Allegations

720.1 Causing the Employer to Discriminate - The Basic Allegation

720.1(a) Single Act

About [date], Respondent requested that the Employer [describe discriminatory action e.g., discharge, lay off, refuse to recall] the following employees: [insert name(s)].

By the conduct described above in paragraph _____, Respondent attempted to cause (and caused) the Employer to [describe discriminatory action e.g., discharge, lay off, refuse to recall] the employees named above in paragraph _____.

Respondent engaged in the conduct described above in paragraph(s) _____, (because the employee(s) named above in paragraph ____ [describe the protected activity or the unlawful motive upon which the proscribed conduct was based e.g., the employees were not members of Respondent; the employees (failed) (refused) to (participate in a strike) (execute checkoff authorizations); the employees (failed) (refused) to pay dues when they were under no obligation to do so] (and) (for reasons other than the failure to tender uniformly required initiation fees and periodic dues)].

*** Or ***

Respondent engaged in the conduct described above in paragraph(s) _____ without previously advising the employee(s) of [his, her, or their] rights under (*NLRB v. General Motors*, 373 U.S. 734 (1963)) (and) (*Communications Workers v. Beck*, 487 U.S. 735 (1988)).

* and/or *

Respondent engaged in the conduct described above in paragraph(s) _____ without previously advising the employee(s) of [his, her, or their] (obligation under the union-security clause and the consequences of nonpayment) (and) (the total amount owed by the employee(s), a monthly breakdown of the amount owed, and how the amount was calculated).

720.1(b) Multiple Acts — Same Date

About [date], Respondent, by [allege manner of causation e.g., threat to strike, strike, letter demanding termination], attempted to cause (and caused) the Employer to [allege discriminatory action e.g., discharge, lay off, refuse to recall] the following employees: [insert names].

Respondent engaged in the conduct described above in paragraph(s) _____, (because the employee(s) named above in paragraph ____ [describe the protected activity or the unlawful motive upon which the proscribed conduct was based e.g., the employees were not members of Respondent; the employees (failed) (refused) to (participate in a strike) (execute checkoff authorizations); the employees (failed) (refused) to pay dues when they were under no obligation to do so]) (and) (for reasons other than the failure to tender uniformly required initiation fees and periodic dues).

* Or *

Respondent engaged in the conduct described above in paragraph(s) _____ without previously advising the employee(s) of his/her/their rights under

(*NLRB v. General Motors*, 373 U.S. 734 (1963)) (and) (*Communications Workers v. Beck*, 487 U.S. 735 (1988)).

* and/or *

Respondent engaged in the conduct described above in paragraph(s) _____ without previously advising the employee(s) of ([his, her, or their] obligation under the union-security clause and the consequences of nonpayment) (and) (the total amount owed by the employee(s), a monthly breakdown of the amount owed, and how the amount was calculated).

720.1(c) Multiple Acts — Different Dates

About the dates set forth opposite their names, Respondent, by [allege manner of causation e.g., threat to strike, strike, letter demanding termination], attempted to cause (and caused) the Employer to [allege discriminatory action e.g., discharge, lay off, refuse to recall] the following employees]:

<u>Names</u>	<u>Dates</u>
_____	_____
_____	_____
_____	_____

Respondent engaged in the conduct described above in paragraph(s) _____, (because the employee(s) named above in paragraph ____ [describe the protected activity or the unlawful motive upon which the proscribed conduct was based e.g., the employees were not members of Respondent; the employees (failed) (refused) to (participate in a strike) (execute checkoff authorizations); the employees (failed) (refused) to pay dues when they were under no obligation to

do so] (and) (for reasons other than the failure to tender uniformly required initiation fees and periodic dues)].

*** Or ***

Respondent engaged in the conduct described above in paragraph(s) _____ without previously advising the employee(s) of (his) (her) (their) rights under (*NLRB v. General Motors*, 373 U.S. 734 (1963)) (and) (*Communications Workers v. Beck*, 487 U.S. 735 (1988)).

*** and/or ***

Respondent engaged in the conduct described above in paragraph(s) _____ without previously advising the employee(s) of (his) (her) (their) [obligation under the union-security clause and the consequences of nonpayment] and/or [the total amount owed by the employee(s), a monthly breakdown of the amount owed, and how the amount was calculated].

720.2 Refusal to Refer — Exclusive Hiring Hall

Note: When the agreement, practice, or understanding has been reduced to writing, the provisions in issue should be set forth.

About [date], the Employer and Respondent entered into and since then have maintained (a practice) (an agreement) (an understanding) requiring that Respondent be the exclusive source of referrals of employees for employment with the Employer.

*** Or if the practice, agreement, or understanding was entered into outside the 10(b) period ***

Since about [date within the 10(b) period], the Employer and Respondent have maintained (a practice) (an agreement) (an understanding) requiring that

Respondent be the exclusive source of referrals of employees for employment with the Employer.

About [date], Respondent has failed and refused to (register for referral) (and) (refer) to employment with (the Employer) (members of the Association) employee(s) [name(s)].

Respondent engaged in the conduct described above in paragraph _____ (because the employee(s) [describe the protected activity or the unlawful motive upon which the proscribed conduct was based e.g., the employees were not members of Respondent; the employees (failed) (refused) to (participate in a strike or picketing) (execute checkoff authorization(s)); (failed) (refused) (to pay dues) (when they were under no obligation to do so) (notwithstanding Respondent's failure to notify them of their obligation to pay dues); (challenged the authority of the union's executive board) (and) (for reasons other than the failure to tender the periodic dues and the initiation fees uniformly required for membership in Respondent)]).

720.3 Superseniority for Union Officers (*Dairylea Cooperative*, 219 NLRB 656 (1975); *Gulton Electro-Voice, Inc.*, 266 NLRB 406 (1983), and 276 NLRB 1043 (1985))

720.3(a) *Presumptively Invalid Practices, Agreements, or Understandings*

About [date] the Employer and Respondent entered into, and since then have maintained, (a practice) (an agreement) (an understanding) which provides: [describe the practice, agreement, or understanding. If it has been reduced to writing, quote in full all applicable provisions. More specifically, set forth those provisions indicating that the presumptive invalidity involves benefits other than

layoff or recall, or a preference to officials other than those officials who must be on the job to accomplish duties which are directly related to contract administration and/or grievance processing].

*** Or if the practice, agreement, or understanding was entered into outside the 10(b) period ***

Since about [date within the 10(b) period], the Employer and Respondent have maintained (a practice) (an agreement) (an understanding) which provides:

_____.

By engaging in the conduct described above in paragraph _____ Respondent has (caused) (and) attempted to cause the Employer to discriminate against employees who are not [insert the titles of those union officials identified in the practice, agreement, or understanding as receiving the improper benefits] by (denying) (limiting) the employees the (benefit of) (rights to) [specify the benefits contained in the practice, agreement, or understanding which are alleged to be improperly denied or limited].

720.3(b) Unlawfully Applied Practices, Agreements, or Understandings

About [date] the Employer and Respondent entered into, and since then have maintained, (a practice) (an agreement) (an understanding) which provides: [describe the practice, agreement, or understanding. If it has been reduced to writing, quote in full all applicable provisions].

*** Or if the practice, agreement, or understanding was entered into outside the 10(b) period***

Since about [date within the 10(b) period], the Employer and Respondent have maintained (a practice) (an agreement) (an understanding) which provides [describe the practice, agreement, or understanding. If it has been reduced to writing, quote in full all applicable provisions].

About [date] Respondent (applied) (attempted to apply) the (practice) (agreement) (understanding) described above in paragraph _____ to [set forth the manner in which Respondent applied or attempted to apply the practice, agreement, or understanding, i.e., for purposes other than layoff or recall, or a preference to officials other than those officials who must be on the job to accomplish duties which are directly related to contract administration and/or grievance processing].

By engaging in the conduct described above in paragraph _____, Respondent has (caused) (and) attempted to cause the Employer to discriminate against employees who are not [insert the titles of those union officials who have benefited from the application and enforcement of the practice, agreement, or understanding] by (denying) (limiting) the employees the (benefit of) (right to) [specify the benefits contained in the practice, agreement, or understanding which are alleged to be improperly denied or limited].

720.3(c) *Intended to be Unlawfully Applied Practices, Agreements, or Understandings*

About [date], the Employer and Respondent entered into, and since then have maintained, (a practice) (an agreement) (an understanding) which provides [describe the practice, agreement, or understanding. If it has been reduced to writing, quote in full all applicable provisions].

*** Or if the practice, agreement, or understanding was entered into outside the 10(b) period***

Since about [date within the 10(b) period], the Employer and Respondent have maintained (a practice) (an agreement) (an understanding) which provides [describe the practice, agreement, or understanding. If it has been reduced to writing, quote in full all applicable provisions].

At all material times, the (practice) (agreement) (understanding) described above in paragraph _____ has been intended by the parties to apply [set forth the manner in which the parties intended to apply the practice, agreement, or understanding, i.e., for purposes other than layoff or recall, or a preference to officials other than those officials who must be on the job to accomplish duties which are directly related to contract administration and/or grievance processing].

By engaging in the conduct described above in paragraph_____, Respondent has (caused and) attempted to cause the Employer to discriminate against employees who are not [insert the titles of those union officials who have benefited from the application and enforcement of the practice, agreement, or understanding] by (denying) (limiting) the employees the (benefit of) (right to) [specify the benefits contained in the practice, agreement, or understanding that are alleged to be improperly denied or limited].

720.4 Lawful Union-Security Agreement with Unlawfully-Assisted or Dominated Union

The collective-bargaining agreement described above in paragraph [_____ or if not previously described, state the contract allegation as it appears in Section 701.4(a) or 701.4(b)] provides:

[Quote or describe the union-security provision]

Respondent engaged in the conduct described above in paragraphs _____, even though it was not the lawfully recognized exclusive collective-bargaining representative of the Unit.

720.5 Unlawful Hiring Hall

About [date], the Employer and Respondent entered into and since then have maintained (a practice) (an agreement) (an understanding) covering the Employer's employees, which provides:

[Quote or describe the unlawful practice, agreement, or understanding]

*** Or if the practice, agreement, or understanding was entered into outside the 10(b) period ***

Since about [date within the 10(b) period], the Employer and Respondent have maintained (a practice) (an agreement) (an understanding) covering the Employer's employees, which provides:

[Quote or describe the unlawful practice, agreement, or understanding]

720.6 Unlawful Union-Security Provisions

About [date], Respondent and the Employer entered into, and since then have maintained, a collective-bargaining agreement covering certain of the Employer's employees, containing the following conditions of employment:

[Quote or describe the unlawful union-security provisions]

*** OR, if the agreement was entered into outside the 10(b) period ***

About [date within the 10(b) period] the Employer and Respondent have maintained a collective-bargaining agreement covering certain of the Employer's employees, containing the following conditions of employment:

[Quote or describe the unlawful union-security provisions]

By engaging in the conduct described above in paragraph _____,
Respondent has caused the Employer to encourage its employees to (form)
(join) or (assist) Respondent.

730 8(b)(3) Allegations

[FOIA EXEMPTION 5]

730.1 Introductory Allegations – 9(a) Status

730.1(a) *Appropriate Unit*

730.1(a)(1) **Appropriate Unit - General**

The following employees of the Employer (the Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

[Quote or describe unit. If the unit has been certified or described in a contract, use that language; if extremely long, describe it.]

730.1(a)(2) **Appropriate Unit – Employer Association**

The following employees of the Employer (the Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All [include employee classifications] employed by members of (the Employer) [name of employer association] and of the employers who have authorized (the Employer) [name of employer association] to bargain on their behalf, including (the Employer) [name of employer(s)], but excluding [excluded classifications].

730.1(b) *Majority Status*

730.1(b)(1) **Selection — Cards**

About [date] (or if majority status was achieved over a period of time, From about [date] to about [date]), a majority of the Unit designated Respondent as their exclusive collective-bargaining representative.

730.1(b)(2) Selection — Certification

On [date], the Board certified Respondent as the exclusive collective-bargaining representative of the Unit.

**** Or when a unilateral change occurred after the election and before the certification ****

On [date], a representation election was conducted among the employees in the Unit and, on [date], Respondent was certified as the exclusive collective-bargaining representative of the Unit.

730.1(b)(3) Selection — Voluntary Recognition or Contractual History

Since about [date] and at all material times, the Employer has recognized Respondent as the exclusive collective-bargaining representative of the Unit. This recognition has been embodied in a recognition agreement dated _____.

**** Or ****

Since about [date] and at all material times, the Employer has recognized Respondent as the exclusive collective-bargaining representative of the Unit. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which is effective from [date] to [date].

730.1(b)(4) Selection — Failure to Honor Agreed-Upon Method

About [date], the Employer agreed to recognize Respondent as the exclusive collective-bargaining representative of the Unit if Respondent demonstrated by [describe the agreed-upon method for testing the union's majority status e.g., a card count before an impartial person] that it represented a majority of the Unit.

About [date], Respondent demonstrated to the Employer that a majority of the Unit had selected Respondent as their exclusive collective-bargaining representative.

730.1(b)(5) Selection — Poll

About [date], the Employer, by [named agent], (in) (at) [location], polled Unit employees about whether they had designated (or selected) Respondent as their exclusive collective-bargaining representative.

As a result of the conduct described above in paragraph _____, the Employer established that Respondent represented a majority of the Unit.

730.1(b)(6) Selection — Based on a Strike or a Vote to Strike (*NLRB v. Gissel Packing Co.*, 395 U.S. 575 fn. 10 (1969))

About [date], a majority of the Unit (engaged in a strike) (voted to engage in a strike) called by Respondent.

730.1(c) 9(a) Status

[FOIA EXEMPTION 5]

At all times since [date], based on Section 9(a) of the Act, Respondent has been the exclusive collective-bargaining representative of the Unit.

730.2 Introductory Allegations – 8(f) Status

730.2(a) Appropriate Unit

The following employees of the Employer (the Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

pursuant to Section 9 of the Act as the exclusive collective-bargaining representative of these those employees.

740.4 8(b)(4)(D) Allegations

[FOIA EXEMPTION 5]

740.4(a) Preliminary Factual Allegations

At all material times, [short name of primary employer] has assigned the work of [describe work task] at the [construction project or other location] to employees (who are members of, or represented by, [short name of incumbent union] and) who are not members of, or represented by, Respondent.

Since about [date], Respondent has demanded that [short name of primary employer] assign the work referred to above in paragraph _____ to employees who are members of, or represented by, Respondent, rather than to employees (who are members of, or represented by, [short name of incumbent union] (and) who are not members of, or represented by, Respondent.

Respondent has not been certified by the Board as the exclusive collective-bargaining representative of any of the employees performing the work described above in paragraph _____, nor has the Board issued any order determining that Respondent is the exclusive collective-bargaining representative of the employees performing this work.

[Quote or describe unit in the 8(f) agreement contract]

730.2(b) Section 8(f) Recognition (John Deklewa & Sons, 282 NLRB 1375 (1987))

730.2(b)(1) "Me Too" Signer

About [date], the Employer, an employer engaged in the building and construction industry, entered into [describe the written document] whereby it agreed to (be bound by) (execute) the collective-bargaining agreement between Respondent and [name of employer association] effective from [date] to [date] (and agreed to be bound to such future agreements unless timely notice was given).

By entering into the agreement described above in paragraph ____, the Employer recognized Respondent as the exclusive collective-bargaining representative of the Unit without regard to whether Respondent's majority status had ever been established under Section 9(a) of the Act. (Such recognition has been embodied in successive collective-bargaining agreements, the most recent of which is effective from [date] through [date].)

730.2(b)(2) Member of Employer Association

[Name of Employer Association] ([short name]) is composed of employers engaged in the building and construction industry and exists for the purpose, *inter alia*, of representing its employer members in negotiating and administering collective-bargaining agreements.

About [date], Respondent entered into a collective-bargaining agreement with the [short name of employer association], effective from [date] through [date] recognizing Respondent as the exclusive collective-bargaining representative of

the Unit without regard to whether Respondent's majority status had ever been established under Section 9(a) of the Act.

Since about [date] and at all material times, the Employer has been a member of the [short name of employer association] and thereby agreed to recognize Respondent and be bound by the agreement described above in paragraph ____.

730.1(b)(3) *Employer Signed Individual Collective-Bargaining Agreement*

About [date], the Employer, an employer engaged in the building and construction industry, entered into a collective-bargaining agreement effective from [date] through [date] whereby it recognized Respondent as the exclusive collective-bargaining representative of the Unit without regard to whether Respondent's majority status had ever been established under Section 9(a) of the Act (and agreed to continue the agreement in effect annually unless timely notice was given in accordance with the terms of [identify section of contract] of the collective-bargaining agreement). (Such recognition has been embodied in successive collective-bargaining agreements, the most recent of which is effective from [date] through [date].)

730.2(c) *Limited 9(a) Status*

From [contract commencement date] to [contract expiration date], based on Section 9(a) of the Act, Respondent has been the limited exclusive collective-bargaining representative of the Unit.

730.3 Introductory Allegations - Successor

730.3(a) Appropriate Unit – Successor Status

730.3(a)(1) Appropriate Unit - General

The following employees of the Employer (the Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

[Quote or describe unit. If the unit has been certified or described in a contract, use that language; if extremely long, describe it.]

730.3(a)(2) Appropriate Unit – Employer Association

The following employees of the Employer (the Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All [include employee classifications] employed by members of (the Employer) [name of employer association] and of the employers who have authorized (the Employer) [name of employer association] to bargain on their behalf, including (the Employer) [name of employer(s)], but excluding [excluded classifications].

730.3(b) Majority Status in Successorship Situations

730.3(b)(1) Selection - Cards

About [date], a majority of the Unit employed by [short name of predecessor] designated and selected Respondent as their representative for the purposes of collective bargaining.

730.3(b)(2) Selection - Certification

On [date], Respondent was certified as the exclusive collective-bargaining representative of the Unit employed by [short name of predecessor].

Since about [date of successorship], based on the facts described above in paragraphs _____, Respondent has been the designated exclusive collective-bargaining representative of the Unit.

730.3(b)(3) Selection – Voluntary Recognition or Contractual History

From about [date] until about [date], Respondent had been the exclusive collective-bargaining representative of the Unit employed by [short name of predecessor], and during that period of time Respondent had been recognized as such representative by [short name of predecessor]. This recognition has been embodied in a recognition agreement dated _____) (successive collective-bargaining agreements, the most recent of which is effective from [date] to [date]).

Since about [date of successorship], based on the facts described above in paragraphs _____, Respondent has been the designated exclusive collective-bargaining representative of the Unit.

730.3(b)(4) Selection – Failure to Honor Agreed-Upon Method

About [date], [short name of predecessor] agreed to recognize Respondent as the exclusive collective-bargaining representative of the Unit employed by [short name of predecessor], if Respondent demonstrated that it represented a majority of the unit.

About [date], Respondent demonstrated to [short name of predecessor] that a majority of the Unit employed by [short name of predecessor] had selected Respondent as their exclusive collective-bargaining representative.

Since about [date of successorship], based on the facts described above in paragraphs _____, Respondent has been the designated exclusive collective-bargaining representative of the Unit.

730.3(b)(5) Selection – Poll

About [date], [short name of predecessor] by [named agent], (in) (at) [location], polled the Unit about whether they had designated or selected Respondent as their representative for the purposes of collective bargaining.

As a result of the conduct described above in paragraph _____, [short name of predecessor] established that Respondent represented a majority of the Unit employed by [short name of predecessor], for the purposes of collective bargaining.

Since about [date of successorship], based on the facts described above in paragraphs _____, Respondent has been the designated exclusive collective-bargaining representative of the Unit.

730.3(b)(6) 9(a) Status in Successorship Situations

From about [date] to [date of successorship], based on Section 9(a) of the Act, Respondent had been the exclusive collective-bargaining representative of the Unit employed by the [short name of predecessor].

At all times since about [date of successorship], based on Section 9(a) of the Act, Respondent has been the exclusive collective-bargaining representative of the Employer's employees in the Unit.

730.4 8(b)(3) Conduct

730.4(a) *Insistence on Illegal Condition*

About [date], Respondent insisted, as a condition of reaching any collective-bargaining agreement, that the Employer agree to [specify the illegal condition].

The condition described above in paragraph _____ is prohibited by (Section _____ of the Act) (specify State or Federal law that renders the condition illegal).

About [date] in support of the condition described above in paragraph _____, Respondent [when appropriate, describe the conduct by which the respondent sought to perfect its insistence on an illegal subject or condition e.g., bargained to impasse, picketed, engaged in a work stoppage].

730.4(b) *Insistence on Nonmandatory Condition*

About [date], Respondent insisted, as a condition of reaching any collective-bargaining agreement, that the Employer agree [specify the nonmandatory condition].

The condition described above in paragraph _____ is not a mandatory subject for the purpose of collective bargaining.

About [date], in support of the condition described above in paragraph _____, Respondent [when appropriate, describe the conduct by which the respondent sought to perfect its insistence on a nonmandatory subject or condition e.g., bargained to impasse, picketed, engaged in a work stoppage].

730.4(c) Refusal to Bargain over Mandatory Subject

About [date] the Employer requested that Respondent bargain collectively about the following subject(s): [specify the subject matter(s)].

Since about [date], Respondent has failed and refused to bargain collectively about the subject(s) set forth above in paragraph _____.

The subject(s) set forth above in paragraph(s) _____ relate(s) to the wages, hours, and other terms and conditions of employment of the Unit, and (is) (are) mandatory subjects for the purpose of collective bargaining.

730.4(d) Refusal to Execute a Contract

About [date] the Employer and Respondent reached complete agreement on terms and conditions of employment of the Unit to be incorporated in a collective-bargaining agreement.

About [date], the Employer has requested that Respondent execute a written contract embodying the agreement described above in paragraph _____.

About [date], Respondent, [when appropriate, specify the name of the union agent and the manner of refusal e.g., in writing or orally], has failed and refused to execute the agreement described above in paragraph _____.

730.4(e) Refusal to Furnish or Delay in Furnishing Information

About [date of demand], the Employer, [specify how the request was made e.g., by letter, telegram, phone call], requested that Respondent furnish the Employer with the following information: [specify data requested—quoting from the written request when appropriate. In some cases it may be appropriate to

attach, as an exhibit to the complaint, a copy of the letter in which the request was made].

The information requested by the Employer, as described above in paragraph _____, is necessary for and relevant to [specify the purpose and use of the data supporting the claim of relevancy].

About [date], Respondent, by [name of agent], (orally) (in writing), has failed and refused to furnish to the Employer the information requested by it as described above in paragraph(s).

*** and/or ***

From about ___ to about ___ Respondent unreasonably delayed in furnishing the Employer with the information requested by it as described above in paragraph(s) _____.

730.4(f) Refusal to Meet with Agent

[FOIA EXEMPTION 5]

At all material times, [name and title of Employer representative] has been the Employer's agent for the purposes of collective bargaining with Respondent.

Since about [date], Respondent has failed and refused to bargain with the Employer as the exclusive collective-bargaining representative of the Unit unless [name of Employer representative] ceased to act as the Employer's agent for the purposes described above in paragraph _____.

*** Or ***

Since about [date], Respondent has failed and refused to bargain with [name of Employer representative].

730.4(g) Refusal to Bargain - General

Since about [date], Respondent, as the exclusive collective-bargaining representative of the Unit, has failed and refused to bargain with the Employer concerning terms and conditions of employment of the Unit.

730.4(h) Surface Bargaining

At various times during the month(s) of _____, the Employer and Respondent met for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment of the Unit.

During the period described above in paragraph _____, Respondent engaged in the following conduct: [specify any conduct at and away from the bargaining table supporting the allegation, even if not independently violative].

By the overall conduct described above in paragraph(s) [refer to the conduct enumerated in the immediately preceding paragraph as evidence of bad faith, as well as other alleged independent violations that demonstrate bad faith], Respondent has failed and refused to bargain in good faith with the Employer.

730.4(i) Unilateral Action – Not Involving Midterm Contract Modification

About [date] Respondent promulgated and since then has maintained the following rule:

[Quote or describe the internal union rule that constitutes or causes a change in terms and conditions of employment.]

By promulgating and maintaining the rule described above in paragraph _____, Respondent has changed a term and condition of employment in the Unit which is a mandatory subject for the purposes of collective bargaining.

Respondent engaged in the conduct described above in paragraphs _____, (without prior notice to the Employer) (and/or) (without first bargaining with the Employer to a good-faith impasse).

730.4(j) Unilateral Action - Midterm Contract Modification 8(d)

About [date], Respondent failed to continue in effect all the terms and conditions of the agreement described in paragraph _____ by [describe the changes affecting terms/conditions of employment].

The terms and conditions of employment described above in paragraph(s) _____ are mandatory subjects for the purposes of collective bargaining.

Respondent engaged in the conduct described above in paragraph(s) _____ without the Employer's consent.

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740 8(b)(4) Allegations

740.1 8(b)(4)(A) Allegations

[FOIA EXEMPTION 5]

740.1(a) Preliminary Factual Allegations

About [date] Respondent (, by [named agent],) demanded that [name of primary employer] ([name of self-employed-person]) enter into an agreement which provides: [set out in full the provisions alleged to be violative of Section 8(e) of the Act].

* and/or *

About [date] Respondent (, by [named agent],) demanded that ([short name of primary employer]) ([name of self-employed person]) join [name of organization], (a labor) (an employer) organization.

740.1(b) 8(b)(4)(i) and (ii) Conduct

About [date], in support of its demand(s) described above in paragraph(s) _____, Respondent, by [named agent], at [location] (appealed to) (and) (ordered) individuals employed by [short name(s) of primary or secondary employer(s)] to [specify the nature of the inducement e.g., to engage in a work stoppage].

* and/or *

About [date], in support of its demand(s) described above in paragraph(s) _____, Respondent, by [named agent], at [location] threatened [short name(s)]

of primary and/or secondary employer(s)], with [specify the nature of the threat e.g., picketing the jobsite].

* and/or *

(Since about [date]), (From about [date] to about [date]), Respondent, in support of its demand(s) described above in paragraph(s) _____, (has) (engaged in a strike against [short name(s) of primary or secondary employer(s)]) (picketed at the [location] facility of the [short name(s) of primary or secondary employer(s)] with signs stating: [when possible, quote the wording on the picket signs]).

740.1(c) 8(b)(4)(i) and (ii) Factual Conclusions

By the conduct described above in paragraph(s) _____, Respondent has induced or encouraged individuals employed by [short name of secondary or primary employer], and other persons engaged in commerce or in an industry affecting commerce, to (strike) (refuse to handle or work on goods) (refuse to perform services) (and has threatened, coerced, or restrained) [short name of secondary or primary employer] and other persons engaged in commerce or in industries affecting commerce.

740.1(d) 8(b)(4)(A) Object

An object of Respondent's conduct described above in paragraphs [cite paragraphs alleging both the proscribed conduct and the factual conclusions] in part has been to force or require [short name of primary employer or self-employed person], (an employer) (a self-employed person) to join [name of organization], (a labor) (an employer) organization.

* and/or *

[FOIA EXEMPTION 5]

An object of Respondent's conduct described above in paragraphs [cite paragraphs alleging both the proscribed conduct and the factual conclusion] has been in part to force or require [name(s) of pressured employer(s)] to enter into an agreement with Respondent prohibited by Section 8(e) of the Act.

740.2 8(b)(4)(B) Allegations

[FOIA EXEMPTION 5]

740.2(a) Preliminary Factual Allegations

[FOIA EXEMPTION 5]

At all material times, Respondent has been engaged in a labor dispute with [short name of primary employer].

At no material time has Respondent been engaged in a labor dispute with [short name(s) of secondary employer(s)].

* and/or *

At no material time has (Respondent) ([other named labor organization]) been certified pursuant to Section 9 of the Act as the exclusive collective-bargaining representative of the employees of [short name of primary employer].

740.2(b) 8(b)(4)(i) and (ii) Conduct

740.2(b)(1) The Basic Allegation

About [date] Respondent, by [named agent], at [location], (appealed to) (and) (ordered) individuals employed by [short name of secondary employer(s)] to [specify the nature of the inducement e.g., to engage in a work stoppage] in support of its dispute with [short name of primary employer] described above in paragraph ____.

* and/or *

About [date], in support of its dispute with [short name of primary employer] described above in paragraph, Respondent, by [named agent], at [location], threatened [short name(s) of secondary employer(s)] [specify the nature of the threat e.g., picketing the jobsite].

* and/or *

(Since about [date],) (From about [date] to about [date],) Respondent has (engaged in a strike against [short name(s) of secondary employer(s)]) (picketed the [location] facility of [short name(s) of secondary employer(s)]) with signs stating: [when possible, quote the wording on the picket signs] in support of its dispute with [short name of primary employer] described above in paragraph ____.

740.2(b)(2) Reserve Gate

About [date] [short name of primary employer] established and maintained two entrance gates at [name of construction site].

[FOIA EXEMPTION 5]

Since about [date], gate 1 which is located at [description of location] has a sign stating: [Quote the wording on the gate sign].

Since about [date], gate 2 which is located at [description of location] has a sign stating: [Quote the wording on the gate sign].

(Since about [date].) (From about [date] to about [date]), Respondent picketed [if appropriate, also describe any other unlawful conduct] at gate 2 with signs stating: [when possible, quote the wording on the picket sign] in support of the dispute with [short name of primary employer] described above in paragraph ____.

740.2(c) 8(b)(4)(i) and (ii) Factual Conclusions

By the conduct described above in paragraph(s) _____, Respondent has induced or encouraged individuals employed by [short name(s) of secondary employer(s)] and other persons engaged in commerce or in an industry affecting commerce to (strike) (refuse to handle or work on goods) (refuse to perform services) (, and has threatened, coerced, or restrained) [short name(s) of secondary employer(s)] and other persons engaged in commerce or in industries affecting commerce.

740.2(d) 8(b)(4)(B) Object

An object of Respondent's conduct described above in paragraphs [cite paragraphs alleging both the proscribed conduct, as well as the factual conclusions based thereon] has been in part to force or require [short name(s) of secondary employer(s)] and other persons to cease handling or otherwise

dealing in the products of, and to cease doing business with, [short name of primary employer].

* and/or *

An object of Respondent's conduct described above in paragraphs _____ has been in part to force or require [short name(s) of tertiary employer(s)] and other persons to cease handling or otherwise dealing in the products of, and to cease doing business with, [short name(s) of secondary employer(s)], and other persons, in order to force or require [short name(s) of secondary employer(s)] to cease handling or otherwise dealing in the products of, and to cease doing business with, [short name of primary employer].

* and/or *

An object of Respondent's conduct described above in paragraphs [cite paragraphs alleging both the proscribed conduct as well as the factual conclusions based on it] has been in part to force or require [short name of primary employer] to recognize or bargain with (Respondent) ([other named labor organization]) as the representative of [short name of primary employer's] employees even though (Respondent) ([other named labor organization]) has not been certified as the representative of the employees under the provisions of Section 9 of the Act.

740.3 8(b)(4)(C) Allegations

[FOIA EXEMPTION 5]

740.3(a) Preliminary Factual Allegations

On [date], pursuant to Section 9 of the Act, the [short name of certified union] was certified as the exclusive collective-bargaining representative of the employees of [short name of primary employer] in a unit appropriate for collective bargaining.

Since about [date], Respondent (, by [named agent]), has demanded that [short name of primary employer] recognize and bargain with (Respondent) [short name of other, noncertified, labor organization]), even though [short name of certified union] was certified as the exclusive collective-bargaining representative of the employees of [short name of primary employer], in the unit referred to above in paragraph _____.

740.3(b) 8(b)(4)(i) and (ii) Conduct

About [date] Respondent, by [named agent], at [location], (appealed to) (and) (ordered) individuals employed by [short name(s) of primary or secondary employer(s)] to [specify the nature of the inducement e.g., to engage in a work stoppage] in support of its demand described above in paragraph _____.

* and/or *

About [date] Respondent, by [name of agent] at [location] threatened [short name(s) of primary and/or secondary employer(s)] with [specify the nature

of the threat e.g., picketing the jobsite] in support of its demand described above in paragraph _____.

* and/or *

(Since about [date],) (From about [date] to about [date],) Respondent has (engaged in a strike against [short name(s) of primary or secondary employer(s)]) (picketed at the [location] facility of the [short name(s) of primary or secondary employer(s)] with signs stating: [when possible, quote the wording on the picket sign] in support of its demand described above in paragraph _____.

740.3(c) 8(b)(4)(i) and (ii) Factual Conclusions

By the conduct set forth above in paragraph(s) _____, Respondent has induced or encouraged individuals employed by [short name of secondary and/or primary employer], and other persons engaged in commerce or in an industry affecting commerce to (strike) (refuse to handle or work on goods) (refuse to perform services) (, and has threatened, coerced, or restrained [short name of secondary and/or primary employer] and other persons engaged in commerce or in industries affecting commerce).

740.3(d) 8(b)(4)(C) Object

An object of Respondent's conduct described above in paragraphs [cite paragraphs alleging both the proscribed conduct as well as the factual conclusions based on it] has been in part to force or require [short name of primary employer] to recognize or bargain with (Respondent) ([short name of other, noncertified, labor organization]) as the representative of certain some of its employees even though [short name of certified union] has been certified

On [date], pursuant to Section 10(k) of the Act, (the parties entered into a voluntary adjustment) (the Board issued an award in Case __-CD-__, __ NLRB __) which provides:

[Set forth award or adjustment in full]

By the conduct described below in paragraphs [cite paragraphs alleging both the proscribed conduct as well as the factual conclusions based on it], Respondent, has failed and refused to comply with the (Board's Order) (voluntary adjustment) described above in paragraph _____.

740.4(b) 8(b)(4)(i) and (ii) Conduct

About [date], Respondent, by [named agent], at [location], (appealed to) (and) (ordered) individuals employed by [short name(s) of primary or secondary employer(s)] to [specify the nature of the inducement e.g., to engage in a work stoppage] in support of its demand(s) described above in paragraph _____.

* and/or *

About [date], Respondent, by [named agent], at [location] threatened [short name(s) of primary and/or secondary employer(s)], with [specify the nature of the threat e.g., picketing the jobsite] in support of its demand(s) described above in paragraph _____.

* and/or *

From about [date] to about [date], Respondent has (engaged in a strike against [short name(s) of primary or secondary employer(s)]) (picketed at the [location] facility of the [short name(s) of primary or secondary employer(s)] with

signs stating: [when possible, quote the wording on the picket signs] in support of its demand(s) described above in paragraph _____.

740.4(c) 8(b)(4)(i) and (ii) Factual Conclusions

By the conduct described above in paragraph(s) _____, Respondent has induced or encouraged individuals employed by [short name of secondary and/or primary employer] and other persons engaged in commerce or in an industry affecting commerce to (strike) (refuse to handle or work on goods) (refuse to perform services) (, and has threatened, coerced, or restrained [short name of secondary and/or primary employer] and other persons engaged in commerce or in industries affecting commerce).

740.4(d) 8(b)(4)(D) Object

An object of Respondent's conduct described above in paragraphs [paragraphs alleging both the proscribed conduct as well as the factual conclusions based on it should be cited] has been in part to force or require [short name of primary employer] to assign the work described above in paragraphs _____ to employees who are members of, or represented by, Respondent, rather than to employees (who are members of, or represented by, [short name of incumbent labor or organization]) (and) who are not members of, or represented by, Respondent.

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750 8(b)(5) Allegations

[FOIA EXEMPTION 5]

(At all material times) (Since about [date]), Respondent has (been party to) (maintained) (enforced) an agreement with [name of employer] effective from [date], to [date], requiring membership in Respondent as a condition of employment.

About [date], Respondent required employees covered by the agreement referred to above in paragraph _____, to pay a fee of \$_____ to become members of Respondent.

The fee described above in paragraph _____ is (excessive) (discriminatory) in all the circumstances, including the practices and customs of other labor organizations in the industry and the wages paid to the affected employees.

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760 8(b)(6) Allegations

About [date], Respondent by [indicate the conduct by which the respondent sought to achieve the proscribed object] attempted to cause (and caused) the Employer to (pay money) (and) (deliver [describe the things of value] and other things of value) to [named person(s)].

The conduct described above in paragraph _____ is in the nature of an exaction for services which were not performed or are to be performed.

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770 8(b)(7) Allegations

770.1 8(b)(7)(A)

[FOIA EXEMPTION 5]

Since about [date], the Employer has lawfully recognized [name of the incumbent union] as the collective-bargaining representative of the following employees of the Employer (the Unit):

[Quote or describe unit]

At no material time has Respondent been certified by the Board as the collective-bargaining representative of the Unit.

(Since about [date]) (From about [date] to about [date]) (About [date] Respondent, by [named agent], (at [location], threatened to picket the Employer at its [location] facility) (and) (picketed the Employer at its [location] facility with signs stating: [when possible, quote the wording on the sign].

[FOIA EXEMPTION 5]

About [date], Respondent (, by [named agent],) (demanded that the Employer recognize or bargain with it as the collective-bargaining representative of) (engaged in organizational activities among) the Unit.

Respondent engaged in the conduct described above in paragraph _____ in order to force or require the Employer (to recognize or bargain with Respondent as the representative of the Unit) (and) (to force or require the Unit to accept or select Respondent as their collective-bargaining representative).

* Or *

Respondent engaged in the conduct described above in paragraph _____ in order to force or require the Employer (to recognize or bargain with Respondent as the representative of the (describe classifications) portion of the Unit) (and) (to force or require the (describe classifications) portion of the Unit to accept or select Respondent as their collective-bargaining representative).

Respondent engaged in the conduct described above in paragraph(s) _____ when a question concerning representation under Section 9(c) of the Act could not appropriately be raised.

770.2 **8(b)(7)(B)**

[FOIA EXEMPTION 5]

At no material time has Respondent been certified by the Board as the exclusive collective-bargaining representative of the following employees of the Employer (the Unit):

[Set forth full description of the Unit]

On [date], pursuant to a petition filed with the Board in Case _____ a valid election was conducted under Section 9 of the Act by the Board among the Unit.

A majority of the valid votes counted plus challenged ballots that were cast in the election described above in the paragraph _____ were for ([name of union]) (no labor organization).

On _____, pursuant to Section 9 of the Act, the ([name of the union]) was certified as the collective-bargaining representative of the Unit (results of the election described above in paragraphs _____ were certified).

(Since about [date]) (From about [date] to about [date]) (About [date]), Respondent, by [named agent], (at [location]), threatened to picket the Employer at its [location] facility) (and) (picketed the Employer at its [location] facility with signs stating: [when possible, quote the wording on the picket sign]).

[FOIA EXEMPTION 5]

About [date], Respondent (, by [named agent]), (demanded that the Employer recognize or bargain with it as the collective-bargaining representative of) (engaged in organizational activities among) the Unit.

Respondent engaged in the conduct described above in paragraph _____ in order to force or require the Employer (to recognize or bargain with it as the representative of the Unit) (and) (to force or require the Unit to accept or select Respondent as its collective-bargaining representative).

** Or **

Respondent engaged in the conduct described above in paragraph _____ in order to force or require the Employer (to recognize or bargain with it as the representative of the (describe classifications) portion of the Unit) (and) (to force or require the (describe classifications) portion of the Unit to accept or select Respondent as their collective-bargaining representative).

Respondent engaged in the conduct described above in paragraph(s) _____ within 12 months of a valid election under Section 9(c) of the Act being conducted in the Unit.

770.3 **8(b)(7)(C)**

[FOIA EXEMPTION 5]

(Since about [date]) (From about [date] to about [date]), Respondent, by [named agent], (at [location], threatened to picket the Employer at its [location] facility) (and) (picketed the Employer at its [location] facility with picket signs stating: [when possible, quote the wording on the picket sign].

[FOIA EXEMPTION 5]

About [date], Respondent (, by [named agent],) (demanded that the Employer recognize or bargain with it as the collective-bargaining representative of) (engaged in organizational activities among) the Unit.

Respondent engaged in the conduct set forth above in paragraph _____ in order to force or require the Employer (to recognize and bargain with Respondent as the representative of certain employees of the Employer) (and) (to force or require certain employees of the Employer to accept or select Respondent as their collective-bargaining representative).

At no material time has Respondent been certified by the Board as the collective-bargaining representative of the employees referred to above in paragraph _____.

Respondent engaged in the conduct described above in paragraph _____, without a valid petition under Section 9(c) of the Act having been filed within a reasonable period of time from (the commencement of the picketing described above in paragraph _____) (the threat to picket described above in paragraph _____).

770.3(a) Publicity Picketing

[FOIA EXEMPTION 5]

An effect of the conduct described above in paragraph _____ has been to induce (an) individual(s) employed by [name of employer], and other persons, to refuse to (pickup) (deliver) (transport) goods (and) (perform services) for (its) (their) employer(s).

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780 8(e) Violations

[FOIA EXEMPTION 5]

780.1 Invalid Agreements

780.1(a) Entered Into Within 10(b) Period

About (date) the (Respondent) Employer and the (Respondent) Union entered into an agreement, which states:

[Quote in full all provisions in issue.]

By entering into and maintaining the provisions of the agreement described above in paragraph _____, the Respondent(s) (has) (have) entered into and maintained an agreement in which the (Respondent) Employer has agreed not to (handle or otherwise deal in the products of) (do business with) any other employer or person.

780.1 (b) Entered Into Outside 10(b) Period

About [date], the (Respondent) Employer and the (Respondent) Union entered into an agreement, which provides:

[Quote in full all provisions in issue.]

About [date], by [describe conduct that constitutes either unilateral or bilateral reaffirmation of the disputed provisions e.g., by the union's notification to the signatory employer that the boycotted employer could not perform specific work at a particular project because the boycotted employer was not a signatory to any collective-bargaining agreement as provided for in the disputed provisions, by the union's filing and processing a grievance alleging that the signatory

employer had violated the disputed provisions by engaging in certain conduct, by the issuance of an arbitrator's award finding that the disputed provisions were violated by certain conduct] the provisions of the agreement described above in paragraph _____ were reaffirmed.

By the conduct described above in paragraphs _____, the Respondent(s) (has) (have) entered into, maintained, and given effect to an agreement in which the (Respondent) Employer has agreed not to (handle or otherwise deal in the products of) (do business with) another employer or person.

780.2 Valid Agreements

780.2(a) Unlawfully Applied

[FOIA EXEMPTION 5]

About [date], the (Respondent) Employer entered into an agreement that states:

[Quote in full all provisions in issue]

About [date], the (Respondent) Employer and the (Respondent) Union applied the provisions of the agreement described above in paragraph _____ to [indicate the unlawful manner in which the parties applied the disputed provisions e.g., applying a subcontracting clause to the subcontracting of construction work not to be done at the site of the construction or to the subcontracting of work outside the construction industry, applying a clause requiring that owner-operators be subject to the terms of the parties' union-security contract to owner-operators who are independent contractors or persons within the meaning of the Act.]

By the conduct described above in paragraphs _____, the Respondent(s) (has) (have) entered into, maintained, and given effect to an agreement in which the (Respondent) Employer has agreed not to (handle or otherwise deal in the products of) (do business with) another employer or person.

780.2(b) Intended to Be Unlawfully Applied – Entered Into Within 10(b) Period

[FOIA EXEMPTION 5]

About [date], the (Respondent) Employer and the (Respondent) Union entered into an agreement that states:

[Quote in full all provisions in issue]

At all material times, the provisions of the agreement described above in paragraph _____ have been intended by the parties to apply to [indicate the unlawful manner in which the parties intended to apply the disputed provisions e.g., applying a subcontracting clause to the subcontracting of construction work not to be done at the site of the construction or to the subcontracting of work outside the construction industry, applying a clause requiring that owner-operators, who are independent contractors or persons within the meaning of the Act, be subject to the terms of the parties' union-security clause contract].

By the conduct described above in paragraphs _____ and _____, the Respondent(s) (has) (have) entered into and maintained an agreement in which the (Respondent) Employer has agreed not to (handle or otherwise deal in the products of) (do business with) another employer or person.

780.2(c) Intended to Be Unlawfully Applied - Entered Into Outside 10(b) Period

About [date], the (Respondent) Employer and the (Respondent) Union entered into an agreement that states:

[Quote in full all provisions in issue]

At all material times, the provisions of the agreement described above in paragraph ____ have been intended by the parties to apply to [indicate the unlawful manner in which the parties intended to apply the disputed provisions e.g., applying a subcontracting clause to the subcontracting of construction work not to be done at the site of the construction or to the subcontracting of work outside the construction industry; applying a clause requiring that owner-operators, who are independent contractors or persons within the meaning of the Act, be subject to the terms of the parties' union-security clause contract].

About [date], by [describe conduct that constitutes either unilateral or bilateral reaffirmation of the disputed provisions e.g., by the union's notification to the employer that the boycotted employer could not perform specific work at a particular location because the boycotted employer was not a signatory to any collective-bargaining agreement as provided for in the disputed provisions, by the union's filing and processing a grievance alleging that the signatory employer had violated the disputed provisions by engaging in certain conduct, by the issuance of an arbitrator's award finding that the disputed provisions were violated by certain conduct] the provisions of the agreement described above in paragraph ____ were reaffirmed.

By the conduct described above in paragraphs _____, the Respondent(s) (has) (have) entered into and maintained an agreement in which the (Respondent) Employer has agreed not to (handle or otherwise deal in the products of) (do business with) another employer or person.

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800 NONCOMPLIANCE WITH SECTION 8(d)

[FOIA EXEMPTION 5]

800.1 Introductory Allegations

800.1(a) *The Agreement*

About [date], (Respondent) the Employer and (Respondent) the Union entered into a collective-bargaining agreement encompassing the terms and conditions of employment of the Unit, which was to remain in effect (indefinitely) (until _____) (and thereafter from year to year, unless either party served the other party with (insert number of days from contract expiration) days' notice of its desire to terminate or modify the agreement).

800.1(b) *Conduct*

800.1(b)(1) *Strike or Lockout*

(Since about [date],) (From about [date] to about [date],) (About [date],) Respondent engaged in a (strike) (lockout) against [name of the Employer or Union].

Respondent engaged in the conduct described above in paragraph _____ to (modify) (terminate) the agreement described above in paragraph _____.

800.1(b)(2) Failure to Observe Terms and Conditions of Agreement

[FOIA EXEMPTION 5]

800.2 Inadequate Notice

800.2(a) Failure to Serve 8(d)(1) Notice

Respondent engaged in the conduct described above in paragraph(s) _____, even though it did not previously serve [the other party] with written notice of the proposed (termination) (modification) of the agreement described above in paragraph _____.

800.2(b) Failure to Serve 8(d)(3) Notice

Respondent engaged in the conduct described above in paragraph(s) _____, even though it did not serve (the Federal Mediation and Conciliation Service) (and) [name of appropriate State agency] with prior written notice of the existence of a dispute between it and [name of Employer or Union].

800.2(c) Failure to Observe 8(d)(1) Time Limitations

About [date], Respondent served a written notice on [name of employer or union] of its intent to (terminate) (modify) the agreement described above in paragraph _____.

[FOIA EXEMPTION 5]

About [date], Respondent commenced the conduct described above in paragraph(s) _____ less than 60 days (in hospital cases, substitute 90 days) from service on [name of other party to contract] of the notice described above in paragraph _____.

* OR *

About [date], Respondent commenced the conduct described above in paragraph(s) _____ before the expiration date of the agreement described above in paragraph _____.

800.2(d) Failure to Observe 8(d)(3) Time Limitations

About [date], Respondent served a written notice on the Federal Mediation and Conciliation Service (and [name of appropriate State agency]) of the existence of a dispute between it and [name of Employer or Union].

Respondent commenced the conduct as described above in paragraph _____ less than 30 (in hospital cases, substitute 60) days after service of the notice described above in paragraph _____.

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810 NONCOMPLIANCE WITH SECTION 8(g)

[FOIA EXEMPTION 5]

810.1 No Notice Given

About [date and hour], Respondent (picketed) (engaged in a strike) (engaged in a concerted refusal to work) at [location and short title of institution].

Respondent engaged in the conduct described above in paragraph _____, without providing 10-day written notice to ([short title of institution]) (and) (the Federal Mediation and Conciliation Service) of its intention to engage in this conduct.

810.2 Improper Notice — Served Less Than 10 Days Before Conduct

About [date and hour], Respondent provided written notification to ([short name of institution]) (and) (the Federal Mediation and Conciliation Service) of its intention to engage in [type of conduct specified] on [date and hour] at [location and short name of institution].

About [date and hour], Respondent (picketed) (engaged in a strike) (engaged in a concerted refusal to work) at [location and short name of institution].

810.3 Improper Notice — Conduct Not in Conformity with Notice

About [date and hour], Respondent gave written notification to ([short name of institution]) (and) (the Federal Mediation and Conciliation Service) of its intention to engage in [type of conduct specified] on [date and hour] at [location and short name of institution] (on behalf of [unit mentioned]).

[FOIA EXEMPTION 5]

About [date and hour], Respondent [describe the conduct actually engaged in that was different from the conduct specified in the notice] (on behalf of [unit involved]).

[FOIA EXEMPTION 5]

810.4 Proper Notice — Untimely Action — Earlier or Later Than Time in Notice

About [date], Respondent provided written notification to ([short name of institution]) (and) (the Federal Mediation and Conciliation Service) of its intention to engage in [type of conduct involved] on [date and hour] at [location and short name of institution].

About [date and hour], Respondent (picketed) (engaged in a strike) (engaged in a concerted refusal to work) at [location and short name of institution].

810.5 Proper 8(d)(B) Notice — Conduct Occurring Within 40-Day Period

About [date], Respondent was (certified) (recognized) as the bargaining representative for the Unit.

Since about [date], Respondent and [short name of institution] have been engaged in collective bargaining for an initial agreement covering the Unit.

About [date and hour], Respondent served on the Federal Mediation and Conciliation Service (and [appropriate State agency]) a notice of the existence of a dispute as required by Section 8(d)(B) of the Act.

About [date and hour - less than 30 days from the service of the 8(d)(B) notice], Respondent gave [short name of institution] and the Federal Mediation and Conciliation Service a 10-day written notification pursuant to Section 8(g) of the Act of its intention to engage in [type of conduct involved] at [location and short name of institution].

About [date as specified in 8(g) notice] Respondent engaged in the conduct described above in paragraph _____, even though the 10-day written notice, described above in paragraph _____, was served less than 30 days from the date of service of the notice of dispute described above in paragraph _____.

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820 REVOCATION OF INFORMAL SETTLEMENT AGREEMENT(S)

[FOIA EXEMPTION 5]

820.1 Revocation of Entire Settlement Agreement

In disposition of [case numbers of cases in which settlement agreements are being revoked], Respondent (and [name of the party]) entered into (an) informal settlement agreement(s), which (was) (were) approved on [date].

*** If applicable, include ***

Since about [date], by [describe any conduct not constituting an unfair labor practice, such as failure to post a Notice to Employees, which would constitute a basis for setting aside the settlement agreement(s)] Respondent has refused to comply with the settlement agreement(s) described above in paragraph ____.

In light of the conduct described above in paragraphs ____ [also refer to any previously issued unfair labor practice complaints alleging conduct that is the basis for revoking the settlement agreement(s)], Respondent violated the terms of the settlement agreement(s) described above in paragraph ____.

It is therefore ORDERED, pursuant to Section 101.9(e)(2) of the Board's Rules, that the settlement agreement(s) described above in paragraph ____ (is) (are) vacated and set aside.

820.2 Partial Revocation of Informal Settlement Agreement

[FOIA EXEMPTION 5]

In disposition of [case numbers of cases in which settlement agreements are being revoked], Respondent (and [name of the party]) entered into (an) informal settlement agreement(s), which (was) (were) approved on [date].

In light of the conduct described above in paragraphs ____, Respondent violated certain terms of the settlement agreement(s) described above in paragraph _____.

It is therefore ORDERED, pursuant to Section 101.9(e)(2) of the Board's Rules, that the settlement agreement(s) described above in paragraph _____ (is) (are) vacated and set aside insofar as it pertains to [describe terms of settlement agreement to be set aside].

900 CONCLUDING PARAGRAPHS

Note: For United States Postal Service cases, add at the end of each concluding paragraph "and within the meaning of the PRA."

900.1 Concluding Paragraphs for 8(a) Violations

900.1(a) Independent 8(a)(1) Violations

[FOIA EXEMPTION 5]

By the conduct described above in paragraph(s) _____, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act (and within the meaning of the PRA).

900.1(b) 8(a)(2) Violations

900.1(b)(1) Assistance

By the conduct described above in paragraph(s) _____, Respondent has been rendering unlawful assistance and support to a labor organization in violation of Section 8(a)(1) and (2) of the Act (and within the meaning of the PRA).

900.1(b)(2) Domination

By the conduct described above in paragraphs _____, Respondent has dominated and interfered with the (formation) (and) (administration of), and has been rendering unlawful assistance and support to, a labor organization in violation of Section 8(a)(1) and (2) of the Act (and within the meaning of the PRA).

900.1(c) 8(a)(3) Violations

By the conduct described above in paragraph(s) _____, Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby (discouraging) (encouraging) membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act (and within the meaning of the PRA).

** Or (When an employer is discriminating against an employee for supporting one union and refusing to support another) **

By the conduct described above in paragraph(s) _____, Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in one labor organization and encouraging membership in another labor organization in violation of Section 8(a)(1) and (3) of the Act (and within the meaning of the PRA).

900.1(d) 8(a)(4) Violations

By the conduct described above in paragraph(s) _____, Respondent has been discriminating against employees for filing charges or giving testimony under the Act in violation of Section 8(a)(1) and (4) of the Act (and within the meaning of the PRA).

900.1(e) 8(a)(5) Violations

By the conduct described above in paragraph(s) _____, Respondent has been failing and refusing to bargain collectively (and in good faith) with the exclusive collective-bargaining representative of its employees (within the

meaning of Section 8(d) of the Act) in violation of Section 8(a)(1) and (5) of the Act (and within the meaning of the PRA).

900.2 Concluding Paragraphs for 8(b) Violations

900.2(a) 8(b)(1)(A) Violations

By the conduct described above in paragraph(s) _____, Respondent has been restraining and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(b)(1)(A) of the Act (and within the meaning of the PRA).

900.2(b) 8(b)(1)(B) Violations

By the conduct described above in paragraph(s) _____, Respondent has been restraining and coercing an employer in the selection of its representative(s) for the purposes of collective bargaining or adjustment of grievances in violation of Section 8(b)(1)(B) of the Act (and within the meaning of the PRA).

900.2(c) 8(b)(2) Violations

By the conduct described above in paragraph(s) _____, Respondent has been attempting to cause (and causing) an employer to discriminate against its employees in violation of Section 8(a)(3) of the Act in violation of Section 8(b)(2) of the Act (and within the meaning of the PRA).

900.2(d) 8(b)(3) Violations

By the conduct described above in paragraph(s) _____, Respondent has been failing and refusing to bargain collectively (and in good faith) with an

employer (within the meaning of Section 8(d) of the Act) in violation of Section 8(b)(3) of the Act (and within the meaning of the PRA).

900.2(e) 8(b)(4) Violations

By the conduct described above in paragraph(s) _____, Respondent has been violating Section 8(b)(4)(i) (and) (ii), (A), (B), (C), and (D) of the Act (and within the meaning of the PRA).

900.2(f) 8(b)(5) Violations

By the conduct described above in paragraphs _____, Respondent has been violating Section 8(b)(5) of the Act (and within the meaning of the PRA).

900.2(g) 8(b)(6) Violations

By the conduct described above in paragraphs _____, Respondent has been violating Section 8(b)(6) of the Act (and within the meaning of the PRA).

900.2(h) 8(b)(7) Violations

By the conduct described above in paragraphs _____, Respondent has been violating Section 8(b)(7)(A), (B), and (C) of the Act (and within the meaning of the PRA).

900.3 Concluding Paragraph for 8(e) Violations

By the conduct described above in paragraphs _____, (Respondent Employer) and (Respondent Union) (has) (have) been violating Section 8(e) of the Act (and within the meaning of the PRA).

900.4 Concluding Paragraph for 8(g) Violations

By the acts described above in paragraphs _____, Respondent has been violating Section 8(g) of the Act (and within the meaning of the PRA).

910 FINAL PARAGRAPH

Note: Do NOT use this paragraph in Postal cases

The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

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1000 REMEDIES

[FOIA Exemption 5]

[FOIA EXEMPTION 5, CONT'D]

1000.1 Reading the Notice to Employees (See *Loray Corp.*, 184 NLRB 557, 558 (1970))

As part of the remedy for the unfair labor practice(s) alleged above in paragraph(s) _____, the General Counsel seeks an Order requiring that the Notice be read to employees during working time (by plead the name if appropriate) (in Spanish or other languages) by Respondent.

1000.2 Notices at All Plants - e.g., *J. P. Stevens & Co.*, 247 NLRB 420 (1980)

In view of the extensive history of repeated unfair labor practice violations found by the Board and courts to have been engaged in by this Respondent, as well as the similarity of the prior violations to the unfair labor practices alleged

above in paragraphs _____, the General Counsel seeks an Order requiring Respondent to: (1) post in all its plants any Notice to Employees that may issue in this proceeding; (2) electronically post the Notice to Employees for employees at all its plants if Respondent customarily uses electronic means such as an electronic bulletin board, e-mail, website, or intranet to communicate with those employees; and (3) send a copy of any Board Order and Notice to Employees to all its supervisors at its plants in [locations of unfair labor practices]. The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

1000.3 Remedies for Organizing Interference (*Fieldcrest Cannon, Inc.*, 97 F.3d 65, 74 (4th Cir. 1996)). See Memoranda GC 10-07 and 11-01.

Note: Clearance Required from Washington

As part of the remedy for the unfair labor practices alleged above in paragraph(s) _____, the General Counsel seeks an Order requiring that Respondent *[select one or more of the provisions listed below]*

- (allow the Union reasonable access to its bulletin boards and all places where notices to employees are customarily posted.)
- (supply the Union, on its request, the names and addresses of its current unit employees.) See *Charlotte Amphitheater Corp.*, 331 NLRB 1274 (2005).
- (grant the Union access to nonwork areas during employees' nonworktime.)
- (give the Union notice and equal time and facilities to respond to any address made by Respondent to employees regarding the issue of union representation.)

- (afford the Union the right to deliver a 30-minute speech to employees on working time prior to any Board election in a timeframe of not more than 10 days nor less than 48 hours before the election.)
- (at a meeting or meetings scheduled to ensure the widest possible attendance have Respondent's representative (name the representative where a particular representative of the respondent had extensive personal involvement in flagrant unfair labor practices) read the notice (in Spanish [or other languages] to the employees on worktime in the presence of a Board agent. Alternatively, the General Counsel seeks an order requiring that Respondent promptly have a Board agent read the notice to employees during worktime in the presence of Respondent's supervisors and/or agents identified above in paragraph ____.

1000.4 Arrests for Protected Concerted Activity

As part of the remedy for the unfair labor practices alleged above in paragraphs _____, the General Counsel seeks an Order requiring Respondent to: (1) reimburse employee(s) [name(s) of employee(s)] for all reasonable legal fees and expenses incurred by them, including costs of appeal, in connection with (his) (her) (their) arrest(s) (and conviction(s)) for having engaged in the conduct described above in paragraphs _____; (2) on request, join in a petition to the [name] court and the [name] police department to expunge any record of the arrest(s) (and convictions); and (3) notify in writing the [name] court and the [name] police department of the findings of the Board that Respondent violated Section 8(a)(1) of the Act by causing the arrest (and conviction) of [name(s) of

employee(s)]. The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

1000.5 Reimbursement for Excess Taxes

Note: Per GC Memorandum 11-08, this pleading is mandatory for all backpay cases.

As part of the remedy for the unfair labor practices alleged above in paragraph(s) _____, the General Counsel seeks an order requiring reimbursement of amounts equal to the difference in taxes owed upon receipt of a lump-sum payment and taxes that would have been owed had there been no discrimination.

1000.6 Reporting Backpay to Social Security

Note: Per GC Memorandum 11-08, this pleading is mandatory for all backpay cases.

The General Counsel further seeks, as part of the remedy for the allegations in paragraph(s) _____, that Respondent be required to submit the appropriate documentation to the Social Security Administration so that when backpay is paid, it will be allocated to the appropriate periods. The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

1000.7 Specific Bargaining Requirements for Blatant Surface Bargaining Violations

As part of the remedy for the unfair labor practices alleged above in paragraphs _____, the General Counsel seeks an Order requiring Respondent to: (1) bargain on request within 15 days of a Board Order; (2) bargain on request for a minimum of 15 hours a week until an agreement or lawful impasse is

reached or until the parties agree to a respite in bargaining; (3) prepare written bargaining progress reports every 15 days and submit them to the Regional Director and also serve the reports on the (Employer) (union) to provide the (Employer) (Union) with an opportunity to reply; and (4) make whole employee negotiators for any earnings lost while attending bargaining sessions. The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

1000.8 Attorneys' Fees for Flagrant Violations and Frivolous Defenses

As part of the remedy for the unfair labor practices alleged above in paragraphs _____, the General Counsel seeks an Order requiring Respondent to reimburse the Board and the (Union) (Employer) (Charging Party) for all costs and expenses incurred in the investigation, preparation, and conduct of this case before the Board and the courts. The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

1000.9 Extension of Bargaining Obligation (*Mar-Jac Poultry Co.*, 136 NLRB 785 (1962))

As part of the remedy for Respondent's unfair labor practices alleged above in paragraphs _____, the General Counsel seeks an Order requiring Respondent to bargain in good faith with the Union, on request, for the period required by *Mar-Jac Poultry*, 136 NLRB 785 (1962), as the recognized bargaining representative in the appropriate unit. The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

1000.10 Restoration Remedy for Unlawful Subcontracting

As part of the remedy for the unfair labor practices alleged above in paragraph(s) _____, the General Counsel seeks an order requiring Respondent to restore its [describe the work to be restored] as it existed on [date]. The General Counsel further seeks such other relief as may be appropriate to remedy the unfair labor practices alleged.

1000.11 *Transmarine* Remedy (*Transmarine Navigation Corp.*, 170 NLRB 389 (1968))

As part of the remedy for the unfair labor practices alleged above in paragraphs _____, the General Counsel seeks an order requiring that Respondent make whole in the Unit in the manner set forth in *Transmarine Navigation Corp.*, 170 NLRB 389 (1968). The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

1000.12 Refusal to Process Discharge Grievance

As part of the remedy for the unfair labor practices alleged above in paragraphs _____, the General Counsel seeks an Order requiring that Respondent promptly request that [name of employer] reinstate [name(s) of employee(s)] to the employee's(s') former position(s) or, if the position(s) no longer exist(s), to (a) substantially equivalent position(s). If the Employer refuses to reinstate the employee(s), the General Counsel seeks an Order requiring Respondent, among other things, to request that the Employer process a grievance over the employee's(s') discharge(s) and to pursue the grievance in good faith with due diligence, including permitting the employee(s) to have

counsel or another representative of the employee's(s') own choosing present at the grievance-arbitration proceedings. If it is no longer possible for Respondent to pursue the grievance of [name(s) of employee(s)] concerning his/her layoff, and if the General Counsel of the Board shows [in this proceeding] [in a subsequent] compliance proceeding] that a timely pursued grievance on that issue would have been successful, the General Counsel also requests that Respondent be ordered to make [name(s) of employee(s)] whole for any loss of earnings and other benefits suffered as a result of the employee's(s') discharge(s) on [date(s)] until such time as the employee(s) is (are) reinstated by the Employer or the employee(s) obtain(s) other substantially equivalent employment. The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

1000.13 Illegal Referral Fee

As part of the remedy for Respondent's unfair labor practices alleged above in paragraphs _____, the General Counsel seeks an Order requiring Respondent to cease and desist from engaging in any similar conduct in violation of Section 8(b)(2) with respect to all employers with whom Respondent has collective-bargaining agreements, including all employers who are signatory to the collective-bargaining agreements referred to above in paragraph(s) _____, and any future agreements. The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

1000.14 Broad Order in CC Cases Based on Egregious Conduct or Prior Violative Conduct

As part of the remedy for Respondent's unfair labor practices alleged above in paragraphs _____ and _____, the General Counsel seeks an Order requiring Respondent to cease and desist from engaging in any conduct in violation of Section 8(b)(4)(i) and (ii)(B) with respect to any person at any location for any object prohibited by the Act. The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

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1100 ANSWER REQUIREMENT AND NOTICE OF HEARING

1100.1 Complaint - Answer Requirement and Notice of Hearing

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the (consolidated) complaint. The answer must be **received by this office on or before [insert date 14 days from issuance, unless that date is a holiday], or postmarked on or before [insert date of the day before the due date]**. Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **File Case Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf

document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the (consolidated) complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **[date]**, **[time]** at **[hearing site]**, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this (consolidated) complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated:

, Regional Director
National Labor Relations Board
Region _____
[Regional address]

1100.2 Consolidated Complaint and Compliance Specification - Answer Requirement and Notice of Hearing

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20, 102.21, and 102.56 of the Board's Rules and Regulations, it must file an answer to the consolidated complaint and compliance specification. The answer must be **received by this office on or before [insert date 21 days from issuance, unless that date is a holiday], or postmarked on or before [insert date of the day before the due date]**. Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **File Case Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf

document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission.

As to all matters set forth in the compliance specification [paragraphs _____ to _____] that are within the knowledge of Respondent, including but not limited to the various factors entering into the computation of gross backpay, a general denial is not sufficient. See Section 102.56(b) of the Board's Rules and Regulations, a copy of which is attached. Rather, the answer must state the basis for any disagreement with any allegations that are within the Respondent's knowledge, and set forth in detail Respondent's position as to the applicable premises and furnish the appropriate supporting figures.

If no answer is filed, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the consolidated complaint and compliance specification are true. If the answer fails to deny allegations of the compliance specification [paragraphs _____ to _____] in the manner required under Section 102.56(b) of the Board's Rules and Regulations, and the failure to do so is not adequately explained, the Board may find those allegations in the compliance

specification are true and preclude Respondent from introducing any evidence controverting those allegations.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **[date]**, **[time]**, at **[place]**, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this consolidated complaint and compliance specification. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated:

, Regional Director
National Labor Relations Board
Region _____
[Regional address]

REGIONAL DIRECTOR MANUAL

The topics are listed in alphabetical order under the most common reference and in many cases are cross-referenced under other related words.

-A-

Absence and Leave

See “Leave and Attendance”

Accommodation

See “Americans with Disabilities Act”

Acting Regional Director

Adverse Actions

See “Disciplinary Actions”

Advice

ADR and Mediation

Americans with Disabilities Act (ADA)

Answers

Appraisals

See also “Mid-Term Progress Review”

Attorney-Conversion

Attorney-Client Privilege

Attorney Licensing

See “Bar Licensing Status”

Awards

-B-

Backpay

Bankruptcy

Bar Licensing Status

Best Practices

Bilingual Employees

Bridge Program

Briefs

-C-

CATS

Case Files (Disposition of)

Ceilings

Cell Phones

See “Telecommunications”

Ceremonies

Child Care Subsidy Program

Closed Case Report

Comp Time

See also “Time and Attendance” and “Travel Comp Time”

Complaints

Compliance

Compressed and Flexible Work Schedules

Computer/Electronic Accommodations Program (CAP Program)

See also “Americans with Disabilities Act”

Continuity of Operations Planning (COOP)

Cooperative Education Program (Professional)

Cooperative Education Program (Support Staff)

Coordination of Cases

Cost Savings

Credit Cards (Purchased Cards)

Credit Cards (Travel Cards)

-D-

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-E-

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EAJA

EEO

Election and Election Agreements

Emergency Dismissal and Closure Procedures

Emergency Evacuation Procedures

Employee Assistance Program (EAP)

Employee Recognition Program

See “Awards”

Ethics

-F-

Facilities and Space Management

Family and Medical Leave Act (FMLA)

Federal Career Intern Program

Federal Employees Compensation Act (FECA)

See “Workers’ Compensation Claims”

Federal Personnel Payroll System (FPPS)

Field Examiner-Conversion

Flexible Work Schedules

FOIA

-G-

Government Purchase Cards

See “Credit Cards (Purchase Cards)”

Government Travel Charge Cards

See “Credit Cards (Travel Cards)”

Grievance Procedures

GSA Vehicles

Guideline Memos

Common to All Cases - Procedure

Common to All Cases - Substantive Law

Remedies/Compliance

Representation Cases – Procedure

Representation Cases – Substantive Law

Unfair Labor Practice Cases – Procedure

Unfair Labor Practice Cases - Substantive Law

-H-

Handicap Access

Hatch Act

Hearings

Headquarters Oversight and Submissions

See “Reports”

Hiring

Human Resources Management

Human Resources Points of Contact by Organization

-I-

Immigration

Impact Analysis

Information Officer Program

Information Requests (NLRBU)

Injury

See “Workers’ Compensation Claims”

Inspector General

Inter-Agency Cooperation

Internet

Interregional Assistance Program

Interpreters

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-J-

(none)

-K-

(none)

-L-

Labor Relations

Leave and Attendance

Leave Donation Program

Legal Writing

Lightening the Load

Litigation

-M-

Media

Medical Records

Mentoring Program

Merit Dismissals

Merit Promotion

See “Promotion”

Mid-Term Progress Review

Military Service

-N-

(none)

-O-

Occupational Safety and Health

See “Safety and Health”

Office of Special Counsel (Government-wide)

Official Time

Orientation

Outreach

Outside Employment

Overarching Goals

Overtime

-P-

Part-Time Employees

Payroll Services

See “Federal Personnel Payroll System (FPPS)”

PDAs

Performance Appraisal Forms

See “Appraisals”

Performance Factors

Performance Improvement Plan (PIP)

Performance Management Systems

Personal Liability

Personal Property (Use of)

Position Descriptions

Press

See “Media”

Privacy Act

Probationary Employees

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Quality Review

-R-

Reasonable Accommodation Program

See “Americans with Disabilities Act”

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See “Hiring”

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Remedies

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Retirement

See “Ceremonies”

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Safety and Health

Section 10(j)

Section 102.118

Senior Executive Service (SES)

Settlement Agreement (Including Non-Board)

Skip Counsel

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Solicitor-Filings

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Special Counsel (Agency)

Staffing

See “Ceilings”

Submissions

See “Reports”

Subpoenas

Suggestions Program

See “Awards”

Support Staff

Swearing-In

See “Ceremonies”

-T-

Telecommuting

Telecommunications

Test of Certification Cases

Time and Attendance

Training

Transfer of Employees

Travel

Travel Comp Time

See also “Comp Time”

Travel Charge Cards

See “Credit Cards (Travel)”

Travel Reimbursements

-U-

(none)

-V-

Volunteers

Volunteer Community Service

-W-

Workers' Compensation Claims

-X-

(none)

-Y-
(none)

-Z-
(none)