

# *Sample Request for Admissions*

## COMPLAINANT'S REQUESTS FOR ADMISSIONS

Complainant, through his attorney, Michael J. Snider, Esq., requests that you admit to the following facts pursuant. If you deny any one of the following, you are to state with particularity the basis for said denial and to attach to your denial supporting documentation. You are required to fully respond to these Requests no later than twenty (20) calendar days after receipt of these interrogatories, to the undersigned . The Instructions and Definitions found in Complainant's Interrogatories apply here.

### REQUESTS FOR ADMISSIONS

1. On September 22, 2002, you reassigned Mr. Client to your office to work directly for you.
2. You did not notify Mr. Client that you had reassigned him.
3. You did not provide a copy of the SF-50 reassignment action to Mr. Client.
4. In response to his request dated December 11, 2002, for a copy of his current position description (PD), you provided a copy of PD #\_\_\_\_\_ to Mr. Client as an enclosure to your letter dated December 19, 2002.
5. PD# \_\_\_\_\_ is not current.
6. PD #\_\_\_\_\_ is not accurate.
7. PD # \_\_\_\_\_ describes a position with the obsolete title of \_\_\_\_\_ assigned in the \_\_\_\_\_.
8. You abolished the position of \_\_\_\_\_ assigned in the \_\_\_\_\_ in a recent reorganization.
9. PD #\_\_\_\_\_ states, under the factor of Supervisory controls, that the incumbent reports to the \_\_\_\_\_.
10. PD# \_\_\_\_\_ is misclassified as to title.
11. PD #\_\_\_\_\_ is misclassified as to grade level.
12. There is no evaluation report attached to the PD.
13. Assignment of Mr. Client to a position/PD known to be misclassified and overgraded deprived him of his RIF placement rights to a continuing GS-15 position.

14. You held a "Town Hall Meeting" in December, \_\_\_\_\_ of all employees.
15. At that meeting, you introduced Mr. Client as the designated \_\_\_\_\_.
16. At that meeting, you told the staff, publicly, that upon his return from his \_\_\_\_\_ assignment, Mr. Client would be officially assuming the duties of the position of designated \_\_\_\_\_.
17. Present at that "Town Hall Meeting" were the following employees:
18. This list is representative of those employees in attendance, but is not all inclusive.
19. Following the Town Hall Meeting, you asked Mr. Client to meet with his assigned staff.
20. Mr. Client did meet with his assigned staff.
21. In the capacity of Acting \_\_\_\_\_, Mr. Client conferred on several other occasions in person, via e-mail and by telephone with his assigned staff on current issues and program plans.
22. In mid-March, 2002, when Mr. Client informed you by telephone and e-mail of his pending return on June 1, 2002, you did not tell him that you had decided to permanently promote X into the position of Director..
23. The position you permanently promoted X into was the very same position that you had announced publicly that Mr. Client would be returning to in the December 2000 Town hall Meeting.
24. By publicly announcing his reassignment to the \_\_\_\_\_ position you made it clear that Mr. Client did not need to compete for the temporary promotion to that position.
25. You did not afford Mr. Client an opportunity to compete for that position.
26. You did not inform Mr. Client that the position was posted for competition.
27. You did not inform Mr. Client in advance of your decision to promote X permanently into the position that you had promised to Mr. Client.
28. Restriction of competition constitutes a prohibited personnel practice.
29. You asked Mr. Client to develop the PD for \_\_\_\_\_.
30. Mr. Client submitted to you the PD for \_\_\_\_\_ on July 9, 2002.

31. You have not graded the PD for \_\_\_\_\_.
32. You have not classified the PD for \_\_\_\_\_.
33. You have not reassigned Mr. Client into the PD for \_\_\_\_\_.
34. You have not detailed Mr. Client into the PD for \_\_\_\_\_.
35. You have not provided any official paperwork (e.g., form SF-50, etc.) to Mr. Client to show that Mr. Client was returned to a GS-Y continuing position at \_\_\_\_\_ in June, 2002, following his \_\_\_\_\_.
36. You have not provided Mr. Client with any official documentation for the “detail” you claim he is on to your office since June 1, 2002.
37. You have not provided Mr. Client with performance standards for that detail since June 1, 2002.
38. You have not provided Mr. Client with performance standards for his permanent position of record, since June 1, 2002.
39. You have not provided Mr. Client with a performance appraisal since June 2000.
40. A submitted to you interim performance appraisals for the period June 2000-June 2002.
41. A submitted to you final performance appraisals for the period June 2000-June 2002.
42. You did not provide Mr. Client a copy of the interim performance appraisals submitted to you by A
43. You did not provide Mr. Client a copy of the final performance appraisals submitted to you by A
44. You have not considered Mr. Client for awards or bonuses based on his performance appraisals.
45. Mr. Client returned to duty from his 2 year assignment with Z on June 1, 2002.
46. Since June 1, 2002, you have not taken any action to reassign Mr. Client to the position of T which you had him develop in July 2002.
47. Mr. Client has never refused to complete any work assignment.
48. Mr. Client has completed all work assignments you have given him in an exemplary manner.

49. Mr. Client has completed all work assignments you have given him within the policy guidelines and timeframes assigned.
50. Mr. Client volunteered in Fall 2002 to take responsibility for completing the classification review of all G positions.
51. Mr. Client volunteered to, and did in fact, develop within two weeks new PDs and evaluation reports for G positions in grades GS-5 through GS-11.
52. Mr. Client volunteered to take on additional work in an E-mail to you dated October 15, 2002.
53. Mr. Client submitted medical documentation in support of his request for sick leave to you on November 12, 2002, following his office visit that same day with Dr. \_\_\_\_\_.
54. You waited fourteen (14) calendar days, until 3:00 PM on November 27, 2002, to inform Mr. Client by telephone of your intention to charge him with AWOL for the entire leave period from November 18, 2002, through November 29, 2002, the leave period supported by the medical certificate he submitted to you on November 12, 2002.
55. Mr. Client submitted another medical certificate from Dr. \_\_\_\_\_ to you on November 27, 2002, prior to close of business, in support of his sick leave request for the pay period November 18 through November 29, 2002.
56. You did not address the additional medical information in Mr. Client's November 27, 2002, medical certificate in your refusal to grant his sick leave request.
57. You have not spoken with or corresponded with Dr. \_\_\_\_\_ regarding his medical evaluation of Mr. Client.
58. You could have sent Mr. Client to an Agency physician for an examination.
59. You have not sent Mr. Client to an Agency physician for an examination.
60. In your e-mail letter to Mr. Client dated August 14, 2002, you stated in regard to his assignment to develop an accountability program/system for the department that he had submitted a voluminous amount of work that you did not have time to review.
61. You stated in the 8/14/02 email that you had no more accountability work to assign him at that time.
62. You stated in the 8/14/02 email that you were placing him on sick leave.
63. Mr. Client had not requested sick leave for that period of time.

64. Your placing him on sick leave was an unannounced furlough.
65. You kept Mr. Client in involuntary sick leave status, against his will, for 7 consecutive workdays.
66. Placement of an employee in AWOL or other involuntary leave for more than 14 consecutive days constitutes a “constructive suspension.”
67. Mr. Client has and routinely makes use of a state-of-the art 2.2 GHZ computer with DVD and CD burners and a 120GB hard drive, an 18” LCD monitor, a laser jet printer, a scanner, a videoconferencing camera, two inkjet printers, a Fax machine, a teleconferencing speakerphone, an intercom, and/or special halogen and other lighting in his home office.
68. Allowing Mr. Client to work at home would not have presented an “undue hardship” to the Agency.
69. Mr. Client requested the name, title and address of a VA Orthopedic Surgeon who specializes in foot and ankle surgery from Ms. \_\_\_\_\_.
70. Mr. Client requested the name, title and address of a VA Orthopedic Surgeon who specializes in foot and ankle surgery from Ms. \_\_\_\_\_ so that he could provide to that person the medical documentation requested in \_\_\_\_\_’s letter of December 4, 2002.
71. Ms. \_\_\_\_\_ never provided Mr. Client the name, title and address of a VA Orthopedic Surgeon who specializes in foot and ankle surgery.
72. You provided reasonable accommodation for Mr. Client to work at home from July 5, 2002, through October 25, 2002.
73. This reasonable accommodation was for Mr. Client’s physical disability.
74. This reasonable accommodation presented no “undue hardship” to the Agency.
75. This reasonable accommodation was effective.
76. The Agency has a Telework program in effect.
77. The Telework program was in effect at least since January 2002.
78. Telework is a form of flexiplace.
79. One form of telework is work at home.
80. Work at home is a form of reasonable accommodation under the ADA.
81. Telework is not limited to any particular occupations and/or grade levels.

82. “Virtual Staff” are employees who work at home.
83. Virtual Staff utilize the Telework program for their entire tour of duty.
84. The Agency employs Virtual Staff.
85. There are cost savings associated with the employment of “virtual staff.”
86. You are currently recruiting for additional “virtual employees?”
87. You served on an interagency panel on telework.

Respectfully Submitted,

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Michael J. Snider, Esq.  
Attorney for Complainant