UNITED STATES COURT OF APPEALS
FOR THE DISTRICT OF COLUMBIA CIRCUIT

NATIONAL LABOR RELATIONS BOARD	)	
	)	No. 15-1289
Petitioner	)	
v.	)	
	)	Board Case Nos.
NATIONAL UNION UNITED SECURITY &	)	05-CB-112215
POLICE OFFICERS OF AMERICA	)	05-CB-114849
	)	
Respondent	)	

JUDGMENT ENFORCING AN ORDER OF THE
NATIONAL LABOR RELATIONS BOARD

Before: Brown, Griffith, and Wilkins, Circuit Judges

THIS CAUSE was submitted upon the motion of the National Labor Relations Board for entry of a default judgment against Respondent, National Union United Security & Police Officers of America, its officers, agents, successors, and assigns, enforcing its order dated March 26, 2015, in Case Nos. 05-CB-112215 and 05-CB-114849, reported at 362 NLRB No. 37, and the Court having considered the same, it is hereby

ORDERED AND ADJUDGED by the Court that the said order of the National Labor Relations Board in said proceeding be enforced and that Respondent National Union United Security & Police Officers of America abide by and perform the directions of the Board in said order (See Attached Order and Appendix).

Janice R. Brown
Judge, United States Court of Appeals
For the District of Columbia Circuit

Thomas B. Griffith
Judge, United States Court of Appeals
For the District of Columbia Circuit

Robert L. Wilkins
Judge, United States Court of Appeals
For the District of Columbia Circuit

AUTHENTICATED
U.S. GOVERNMENT
INFORMATION
GPO

NATIONAL LABOR RELATIONS BOARD

v.

NATIONAL UNION UNITED SECURITY
& POLICE OFFICERS OF AMERICA

ORDER

National Union United Security & Police Officers of America, Washington, District of Columbia, its officers, agents, and representatives, shall

1. Cease and desist from

   (a) Failing to inform employees whom it seeks to obligate to pay dues and fees under a union-security clause of their right under *NLRB v. General Motors Corp.*, 373 U.S. 734 (1963), to be and remain nonmembers, and of the right of nonmembers under *Communications Workers v. Beck*, 487 U.S. 735 (1988), to object to paying for union activities not germane to the Respondent's duties as bargaining agent, and to obtain a reduction in dues and fees for such activities.

   (b) Obligating bargaining unit employees to pay full dues for months when they were not provided notice of their *General Motors* and *Beck* rights.

   (c) Failing to make available to nonmember employees a procedure for filing *Beck* objections despite obligating employees to pay dues and fees under a union-security agreement.

   (d) Requiring bargaining unit employees to agree to payroll deductions as the sole means of satisfying their financial obligations to the Respondent.

   (e) Seeking retroactive dues and core fees from bargaining unit employees for a period prior to the execution of the collective-bargaining agreement with MVM, Inc.

   (f) Failing to recognize and give effect to employees' requests to be objecting nonmembers in a timely fashion.

   (g) Demanding that employees pay full union dues, as a condition of employment, after they requested to be objecting nonmembers.

   (h) Failing to inform objecting nonmembers of the basis for its calculation of the percentage reduction in dues and fees for objectors for union activities not germane to the Respondent's duties as bargaining agent, and their right to challenge the figures.

(i) Requiring bargaining unit employees to complete dual-purpose membership/authorization cards as a condition of the Respondent's not seeking to have MVM, Inc., discharge them under the union-security provision of the collective-bargaining agreement.

(j) Attempting to cause MVM, Inc., to discharge employees pursuant to a union-security clause without first providing employees notice of their rights under *General Motors* and *Beck*.

(k) In any like or related manner restraining or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Notify in writing all bargaining unit employees of their right to be and remain nonmembers, and of the rights of nonmembers to object to paying for union activities not germane to the Respondent's duties as bargaining agent, and to obtain a reduction in dues and fees for such activities. This notice must include sufficient information to enable employees intelligently to decide whether to object, as well as a description of any internal union procedures for filing objections.

(b) Recognize Danyeta Jones and Princess Griffith as objecting nonmembers since August 17, 2013, and Fidelis Njinkeng as an objecting nonmember since May 17, 2013.

(c) For each accounting period since August 17, 2013, provide Jones and Griffith and, for each accounting period since May 17, 2013, provide Njinkeng with verified information setting forth the Respondent's major categories of expenditures for the previous accounting year, distinguishing between representational and nonrepresentational functions, and the percentages of each category and of its total expenditures that it considers chargeable and nonchargeable, and informing them of their right to challenge the Respondent's figures.

(d) Notify in writing those employees whom the Respondent initially sought to obligate to pay dues or fees on or after the dates when they sought to become objecting nonmembers, of their right to elect nonmember status and to file *Beck* objections with respect to one or more of the accounting periods covered by the complaint.

(e) With respect to any employees who, with reasonable promptness after receiving the notices prescribed in paragraph 2(d), elect nonmember status and file *Beck* objections, process their objections in the manner set forth in the remedy section of this decision.

(f) Reimburse with interest any nonmember unit employees who file *Beck* objections with the Respondent for any dues and fees exacted from them for nonrepresentational activities, in the manner set forth in the remedy section.

(g) Notify employees, including Danyeta Jones and Fidelis Njinkeng, that the Respondent will not cause or attempt to cause MVM, Inc., to discharge employees pursuant to a union-security clause without first providing employees notice of their rights under *General Motors* and *Beck.*

(h) Compensate objecting employees for the adverse tax consequences, if any, of receiving one or more lump-sum backpay awards.

(i) Within 14 days after service by the Region, post at its facility in Washington, District of Columbia, copies of the attached notice marked "Appendix." Copies of the notice, on forms provided by the Regional Director for Region 5, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to members and employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its members by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(j) Within 14 days after service by the Region, deliver to the Regional Director for Region 5 signed copies of the notice in sufficient number for posting by the Employer at its Baltimore, Maryland facility, if it wishes, in all places where notices to employees are customarily posted.

(k) Within 21 days after service by the Region, file with the Regional Director for Region 5 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

APPENDIX

NOTICE TO EMPLOYEES

POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES
COURT OF APPEALS ENFORCING AN ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO
Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities.

WE WILL NOT fail to inform employees whom we seek to obligate to pay dues and fees under a union-security clause of their right under *NLRB v. General Motors Corp.*, 373 U.S. 734 (1963), to be and remain nonmembers, and of the right of nonmembers under *Communications Workers v. Beck*, 487 U.S. 735 (1988), to object to paying for union activities not germane to our duties as bargaining agent, and to obtain a reduction in dues and fees for such activities.

WE WILL NOT obligate bargaining unit employees to pay full dues for months when they were not provided notice of their *General Motors* and *Beck* rights.

WE WILL NOT fail to make available to nonmember employees a procedure for filing *Beck* objections despite obligating employees to pay dues and fees under a union-security agreement.

WE WILL NOT require bargaining unit employees to agree to payroll deductions as the sole means of satisfying their financial obligations to us.

WE WILL NOT seek retroactive dues and core fees from employees for a period prior to the execution of our collective-bargaining agreement with MVM, Inc.

WE WILL NOT fail to recognize and give effect to employees' requests to be objecting nonmembers in a timely fashion.

WE WILL NOT demand that employees pay union dues, as a condition of employment, after they have requested to be objecting nonmembers.

WE WILL NOT fail to inform objecting nonmembers of the basis for our calculation of the percentage reduction in dues and fees for objectors for union activities not germane to the Respondent's duties as bargaining agent, and their right to challenge our figures.

WE WILL NOT require bargaining unit employees to complete dual-purpose membership/authorization cards as a condition of our not seeking to have MVM, Inc., discharge them under the union-security provision of the collective-bargaining agreement.

WE WILL NOT attempt to cause MVM, Inc., to discharge employees pursuant to a union-security clause without first providing employees notice of their rights under *General Motors* and *Beck*.

WE WILL NOT in any like or related manner restrain or coerce you in the exercise of the rights listed above.

WE WILL notify in writing all bargaining unit employees of their right to be and remain nonmembers, and of the rights of nonmembers to object to paying for union activities not germane to the Respondent's duties as bargaining agent, and to obtain a reduction in dues and fees for such activities. This notice will include sufficient information to enable employees intelligently to decide whether to object, as well as a description of any internal union procedures for filing objections.

WE WILL recognize Danyeta Jones and Princess Griffith as objecting nonmembers since August 17, 2013, and recognize Fidelis Njinkeng as an objecting nonmember since May 17, 2013.

WE WILL, for each accounting period since August 17, 2013, provide Jones and Griffith and, for each accounting period since May 17, 2013, provide Njinkeng with verified information setting forth the major categories of our expenditures for the previous accounting year, distinguishing between representational and nonrepresentational functions, and the percentages of each category and of our total expenditures that we consider chargeable and nonchargeable, and informing them of their right to challenge our figures.

WE WILL notify in writing those employees whom we initially sought to obligate to pay dues or fees on or after the dates when they sought to become objecting nonmembers of their right to elect nonmember status and to file *Beck* objections with respect to one or more of the accounting periods covered by the complaint.

WE WILL, with respect to any employees who, with reasonable promptness after receiving the notices prescribed above, elect nonmember status, file *Beck* objections, and process their objections.

WE WILL reimburse with interest any nonmember unit employees who file *Beck* objections with us for any dues and fees exacted from them for nonrepresentational activities.

WE WILL notify unit employees, including Danyeta Jones and Fidelis Njinkeng, that we will not cause or attempt to cause MVM, Inc., to discharge employees pursuant to a union-security clause without first providing employees notice of their rights under *General Motors* and *Beck*.

WE WILL compensate objecting employees for the adverse tax consequences, if any, of receiving one or more lump-sum backpay awards.

NATIONAL UNION UNITED SECURITY & POLICE OFFICERS OF AMERICA

The Board's decision can be found at www.nlrb.gov/case/05-CB-112215 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1099 14th Street, N.W., Washington, D.C. 20570, or by calling (202) 273-1940.