

**International Brotherhood of Electrical Workers,  
Local 48, AFL–CIO (Kingston Constructors,  
Inc.) and Patrick Mulcahy.** Case 36–CB–2052

April 13, 2001

ORDER GRANTING MOTION

BY CHAIRMAN TRUESDALE AND MEMBERS  
LIEBMAN AND HURTGEN

On December 15, 2000, the National Labor Relations Board issued its decision in the captioned case.<sup>1</sup> The Board found that the Respondent, International Brotherhood of Electrical Workers, Local 48, AFL–CIO, violated Section 8(b)(1)(A) of the Act by threatening to have the Charging Party and other employees discharged pursuant to the union-security provision of the Union’s collective-bargaining agreement if they did not pay dues to support the Union’s market recovery program (MRP) that were owing from their employment on projects covered by the Davis-Bacon Act.<sup>2</sup> The Board ordered the Union to reimburse the affected employees for MRP dues they paid as a result of the unlawful threats.

On February 6, 2001, the General Counsel filed a motion for clarification. The General Counsel asks the Board to modify its Order in three respects: (1) by requiring the Union to furnish to the Region records, including any stored in electronic form, necessary to enable the Region to identify employees who are entitled to reimbursement; (2) by requiring the Union to give the Region signed copies of the notice for posting by employers, if they are willing; and (3) by amending the notice to read “Notice to Employees and Members” instead of “Notice to Employees.”

The modifications to the Order and notice which the General Counsel requests are consistent with the Board’s usual remedies, and their omission was inadvertent.<sup>3</sup> Accordingly, and in the absence of opposition, we shall grant the motion.

ORDER

The General Counsel’s motion for clarification is granted. Accordingly, the Board’s Order in the underlying Decision (332 NLRB No. 161) is modified, and the Respondent, International Brotherhood of Electrical Workers, Local 48, AFL–CIO, its officers, agents, and representatives, shall take the actions specified in the Order as modified.

<sup>1</sup> 332 NLRB No. 161.

<sup>2</sup> 40 U.S.C. § 276a et seq.

<sup>3</sup> Member Liebman did not participate in the underlying decision, and she expresses no view as to whether it was correctly decided. She agrees with her colleagues, however, that the modifications requested by the General Counsel are appropriate for the violation found.

1. Insert the following as paragraph 2(b) and reletter the subsequent paragraph.

“(b) Preserve and, within 14 days of a request, make available to the Board or its agents for examination and copying, all records necessary to analyze the amounts of dues to be refunded under the terms of this Order. Records that are stored in electronic form should be furnished in that form.”

2. Insert the following as paragraph 2(d) and reletter the subsequent paragraph.

“(d) Sign and return to the Regional Director copies of the notice for posting by employers, if willing, who are signatory to the collective-bargaining agreement with the Respondent, at all places where notices to employees are customarily posted.”

3. Substitute the attached notice for that which issued on December 15, 2000.

APPENDIX

NOTICE TO EMPLOYEES AND MEMBERS  
POSTED BY ORDER OF THE  
NATIONAL LABOR RELATIONS BOARD  
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

To organize  
To form, join, or assist any union  
To bargain collectively through representatives of their own choice  
To act together for other mutual aid or protection  
To choose not to engage in any of these protected concerted activities.

WE WILL NOT threaten employees with termination if they fail to make payments to support the market recovery program (MRP) arising from their employment on projects subject to the Davis-Bacon Act, 40 U.S.C. § 276a, et seq.

WE WILL NOT in any like or related manner restrain or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL reimburse Patrick Mulcahy and any other employees who, during the period covered by the complaint, paid MRP dues arising from their employment on Davis-Bacon jobs as a result of our threats to have them terminated pursuant to the collective-bargaining agreement if they did not comply with our demands.

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 48,  
AFL-CIO