

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

**NATIONAL ASSOCIATION OF SPECIAL
POLICE AND SECURITY OFFICERS OF AMERICA
(NASPO) (SECURIGUARD, INC.)**

and

Case 05-CB-138335

MARFUL GHANSAH

DECISION AND ORDER

Statement of the Case

On June 22, 2015, National Association of Special Police and Security Officers of America (NASPSO) (the Respondent), Marful Ghansah (the Charging Party), and the General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to the Board's approval, providing for the entry of a consent order by the Board and a consent judgment by any appropriate United States Court of Appeals. The parties waived all further and other proceedings before the Board to which they may be entitled under the National Labor Relations Act and the Board's Rules and Regulations, and the Respondent waived its right to contest the entry of a consent judgment or to receive further notice of the application therefor.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Formal Settlement Stipulation is approved and made part of the record, and the proceeding is transferred to and continued before the Board in Washington, D.C., for the entry of a Decision and Order pursuant to the provisions of the Formal Settlement Stipulation.

Based on the Formal Settlement Stipulation and the entire record, the Board makes the following

Findings of Fact

1. Employer's business

Securiguard, Inc., the Employer, a corporation with an office and place of business in McLean, Virginia, has been engaged in the business of providing contract security services to various firms and institutions, including the Kennedy Center for the Performing Arts in Washington, D.C.

In conducting its operations annually, the Employer performs services valued in excess of \$50,000 in States located outside the District of Columbia.

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

2. The labor organization involved

At all material times, the Respondent has been a labor organization within the meaning of Section 2(5) of the Act.

ORDER

Based on the above findings of fact, the Formal Settlement Stipulation, and the entire record, and pursuant to Section 10(c) of the National Labor Relations Act, the National Labor Relations Board orders that:

The Respondent, National Association of Special Police and Security Officers of America (NASPSO), Washington, D.C., 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 rights 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 of America 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 the Charging Party and other bargaining unit employees to pay dues for months they were not provided notice of their *Beck* rights.

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

(d) Receiving, accepting, or retaining monies withheld from wages as membership dues notwithstanding the absence of employee authorization for the deductions and remittance of said dues.

(e) Receiving assistance and support from the Employer by accepting dues deducted from the pay of the Charging Party, and other similarly situated employees, notwithstanding the absence of employee authorizations for the deductions and remittance of said dues.

(f) In any like or related manner restraining or coercing employees of Securiguard, Inc. in the exercise of the rights guaranteed in Section 7 of the National Labor Relations Act, as amended.

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

(a) Notify in writing all bargaining unit employees about their right (1) to be, or to remain, a nonmember, and (2) 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 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) With respect to any employees who, with reasonable promptness after receiving the notice prescribed in paragraph 2(a), elect nonmember status and file *Beck* objections, process their objections.

(c) 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.

(d) Jointly and severally with Securiguard, Inc., make whole with interest the Charging Party and other similarly situated employees for all monies deducted from their wages as membership dues in the absence of employee authorization for the deductions and remittance of said dues, as listed in below:

<u>Employee</u>	<u>Backpay</u>	<u>Interest</u>
Daniel Louis Booker	\$ 781.11	\$ 15.00
Emery Clayton Bryants	\$ 966.09	\$ 19.00
Hasan Jahi Carroll	\$ 781.11	\$ 15.00
Brian Edward Clark	\$ 400.95	\$ 8.00
Marful Ghansah	\$ 1,289.55	\$ 25.00
Maurice Allen Hobson	\$ 52.42	\$ 1.00
Ashley Maurice Johnson	\$ 626.85	\$ 12.00
Eric Ross	\$ 781.11	\$ 15.00
Brenda R. Smith	\$ 411.36	\$ 8.00
Darren Christopher Stroud	\$ 1,286.55	\$ 25.00
Kenneth F. Vandt	\$ 1,289.55	\$ 25.00
Kevin Lamont Whited	\$ 592.68	\$ 12.00
Charlie Andrew Williams	\$ 596.25	\$ 11.00

(e) Compensate the Charging Party and other similarly situated employees for the adverse tax consequences, if any, of receiving one or more lump-sum backpay awards, as listed above in paragraph 2(d).

(f) Within 14 days of service by the Region, the Respondent shall mail copies of the attached notice marked Appendix A to all members and employees who work at the Kennedy Center for the Performing Arts facility in Washington, D.C. Copies of the notice, on forms provided by Region 5, shall be mailed after being signed by the Respondent's authorized representative.

(g) 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.

Dated, Washington, D.C., September 28, 2015.

Mark Gaston Pearce, Chairman

Philip A. Miscimarra, Member

Kent Y. Hirozawa, Member

(SEAL)

NATIONAL LABOR RELATIONS BOARD

APPENDIX A

NOTICE TO EMPLOYEES AND MEMBERS

MAILED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER
AND A CONSENT JUDGMENT OF ANY APPROPRIATE
UNITED STATES COURT OF APPEALS

FEDERAL LAW GIVES YOU THE RIGHT TO:

Form, join, or assist a union
Choose a representative to bargain with your employer 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 *Communication 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 Marful Ghansah and other bargaining unit employees to pay dues for months they were not provided notice of their *Beck* rights.

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 receive, accept or retain monies withheld from wages as membership dues from employees who have not authorized the deduction and remittance of said dues.

WE WILL NOT receive assistance and support from Securiguard, Inc. by accepting dues deducted from the pay of Marful Ghansah and other similarly situated employees who have not authorized the deduction and remittance of said dues.

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 our 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 jointly and severally with Securiguard, Inc., reimburse with interest Marful Ghansah and other similarly situated employees for all monies deducted from their wages as membership dues from employees who have not authorized the deduction and remittance of said dues.

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

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

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

NATIONAL ASSOCIATION OF SPECIAL POLICE
AND SECURITY OFFICERS OF AMERICA

The Board's decision can be found at www.nlr.gov/case/05-CB-138335 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C., 20570, or by calling (202) 273-1940.

