April 8, 2019
CCO-058

UNITED STATES COURT OF APPEALS
FOR THE THIRD CIRCUIT

NATIONAL LABOR RELATIONS BOARD	:
	:
Petitioner	: No. 19-1563
	:
v.	: Board Case No.:
	: 06-CB-105424
NATIONAL UNION OF PROTECTIVE SERVICES ASSOCIATIONS, AND ITS SUCCESSOR FEDERATION OF POLICE AND SECURITY	:
	:
Respondent	:

JUDGMENT

Before: CHAGARES, RESTREPO and SCIRICA

THIS CAUSE was submitted upon the application of the National Labor Relations Board for the enforcement of a certain order on consent issued by it against Respondent, National Union of Protective Services Associations, and its successor Federation of Police and Security, its officers, agents, and representatives, on February 1, 2019, in Board Case No. 06-CB-105424; and upon the record in that proceeding, certified and filed in this Court enforcing the order.

ON CONSIDERATION WHEREOF, it is ordered and adjudged by the United States Court of Appeals for the Third Circuit that the order of the National Labor Relations Board be, and the same is hereby enforced; and that the National Union of Protective Services Associations, and its successor Federation of Police and Security, its officers, agents, and representatives, shall abide by and perform the directions of the Board set forth in its order. (See attached Order and Appendices)

Mandate shall issue forthwith.

BY THE COURT

s/ L. Felipe Restrepo
Circuit Judge

DATED: August 5, 2019
cc: All Counsel of Record

NATIONAL LABOR RELATIONS BOARD

v.

NATIONAL UNION OF PROTECTIVE SERVICES ASSOCIATIONS, AND ITS SUCCESSOR FEDERATION OF POLICE AND SECURITY

ORDER

National Union of Protective Services Associations, and its successor Federation of Police and Security, Owings Mills, Maryland, its officers, agents, and representatives shall:

1. Cease and desist from:

   (a) Restraining or coercing employees of Alutiiq Diversified Services, LLC, in the exercise of their rights guaranteed in Section 7 of the National Labor Relations Act, as amended, by failing to handle grievances for DeAnna Ankney, or any employee, because they dislike them or for any other bad faith consideration.

   (b) Restraining or coercing employees of Alutiiq Diversified Services, LLC, in the exercise of their rights guaranteed in Section 7 of the National Labor Relations Act, as amended, by failing to act to prevent the termination of the bargaining unit's health insurance policy.

   (c) Opening any additional accounts beyond those it possesses at the Sun Trust Bank as of April 6, 2018, without first giving prior notice to the Board.

   (d) Permitting any further alienation of its assets by its current Executive Director, Susan M. King, or any other person, except to the extent that such payments amount to the payment of bona fide salary or reimbursement of expenses.

   (e) In any other manner, interfering with, restraining, or coercing employees in the exercise of the rights guaranteed by Section 7 of the Act.

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

   (a) Make whole the following unit members for the medical expenses they incurred by payment to them in the amounts set opposite their

respective names, plus applicable interest due at the time of payment:

Unit Member	Reimbursement re Medical Expenses
Gareth Davis	$ 948.80
James Durant	$ 4,151.60
Michael Hovis	$ 164.61
Joseph Pitel	$ 765.71

(b) Make unit member DeAnna Ankney whole for her losses as a result of failing to process her discharge grievance by payment to her in the amounts set opposite her name, plus interest applicable due at the time of payment:

De Ann Ankney $7,000.00 (Backpay)

(c) Payments will be made by check payable to the "National Labor Relations Board" pursuant to the attached Backpay Installment Payment Plan, Appendix A, until the amounts, as reflected in this Stipulation, are satisfied.

(d) If any restitution payment is not remitted within 14 days of receipt by the Respondent, the full unpaid amount shall become immediately due and payable and the Board may, without further notice, institute proceedings against the Respondent for the collection of the full indebtedness remaining due, with additional interest due on the entire unpaid balance from the date of the default until full payment is received, computed in accordance with the formula prescribed in *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB 6 (2010).

(e) Provide copies of its monthly bank statements for all accounts held by the Respondent to the Board to verify its receipts and expenditures.

(f) Within 14 days of service by the Region, copy and mail, at its own expense, copies of the Notice, which is attached as Appendix B. The Notice must be signed by the Respondent's authorized representative and then mailed to all current Pittsburgh bargaining unit employees and members and anyone who was a bargaining unit

employee or member at any time from December 1, 2012 until November 25, 2013.

(g) Within 21 days after service by the Region, file with the Regional Director for Region 6 a sworn certification of a responsible official on a form provided by the Region attesting to the steps the Respondent has taken to comply.

APPENDIX A

BACKPAY INSTALLMENT PAYMENT PLAN (Revised 7/25/18)

In full satisfaction of all monetary obligations it may have in Board Case No. 06-CB-105424, Federation of Police and Security (FOPS), a successor to the National Union of Protective Services Associations (NUPSA) (Respondent), agrees to pay THIRTEEN THOUSAND TWENTY-ONE DOLLARS and SEVENTY-TWO CENTS ($13,021.72), plus interest, until fully paid in the manner described below.

Within 14 days following the approval of the Formal Settlement Stipulation by the Regional Director of Region 6, Respondent will transmit a check to Region 6 in the amount of $500.00 payable to the "National Labor Relations Board."

In addition, Respondent agrees to remit all restitution payments (pursuant to a court- ordered restitution judgment in criminal case 14-cr-123 (D.D.C.)) received following the approval of the Formal Settlement Stipulation by the Regional Director of Region 6. These payments must also be transmitted to Region 6 via check made payable to the "National Labor Relations Board."

All payments must be mailed to National Labor Relations Board, Region 6, Nancy Wilson - Regional Director, 1000 Liberty Ave., Room 904, Pittsburgh, PA 15222.

All checks received by the Region will be deposited in an escrow account by the Finance Branch of the NLRB in Washington, DC. The NLRB's Finance Branch will be issue checks to the discriminatees in proportional amounts until 100% backpay is achieved.

Should Region 6 be unable to locate any discriminatee within one year after Respondent deposits the final installment payment, the backpay entitlement of any such discriminatee shall expire and be paid to DeAnna Ankney.

In consideration of the Board granting this installment payment plan, the Federation of Police and Security (FOPS) further agrees that, if any restitution payment is not remitted within 14 days of receipt by Respondent, or, to cure any such failure within fourteen (14) days, the total amount of backpay set forth above, less any amounts paid, plus any additional interest on the portions of backpay yet to be paid, shall become immediately due and payable.

FEDERATION OF POLICE AND SECURITY (FOPS)
Respondent

APPENDIX B

NOTICE TO EMPLOYEES AND MEMBERS

Posted 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 do anything to prevent you from exercising the above rights.

WE WILL NOT refuse to bargain in good faith with UNITE HERE Local 57, AFL-CIO (the Union) as the exclusive collective-bargaining representative of our employees in the following appropriate unit (the unit):

> All full-time and regular part-time food and beverage and housekeeping employees employed by the Respondent at its Pittsburgh, Pennsylvania facility; excluding guards, professional employees and supervisors as defined in the Act and all other employees.

WE WILL NOT fail to remit unit employees' dues to the Union.

WE WILL NOT in any other manner interfere with your rights under Section 7 of the Act.

WE WILL, upon request, bargain in good faith with the Union as the exclusive collective-bargaining representative of the unit employees.

WE WILL make whole the Union for the amounts of dues we deducted from unit employees but failed to remit to the Union.

NATIONAL UNION OF PROTECTIVE SERVICES ASSOCIATIONS, AND ITS SUCCESSOR FEDERATION OF POLICE AND SECURITY

The Board's decision can be found at www.nlrb.gov/case/06-CB-105424 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 St., S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

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CERTIFICATE OF THE NATIONAL LABOR RELATIONS BOARD

The National Labor Relations Board, by its Executive Secretary, authorized by Section 102.115, Rules and Regulations of the National Labor Relations Board, Series 8 (29 C.F.R.), certifies that the documents annexed hereto constitute the entire record of a proceeding had before the Board and known upon its records as Case No. 06-CB-105424.

The attached documents are as follows:

Date	Document Description	Pages
02/01/2019	Decision and Order, *National Union of Protective Services Associations, and its successor Federation of Police and Security and Denise A. Morrill*, Case 06-CB-105424	7

Date	Document Description	Pages
07/23/2018	Formal Settlement Stipulation, *National Union of Protective Services Associations, and its successor Federation of Police and Security and Denise A. Morrill*, Case 06-CB-105424 with Attached Exhibits A to E	24

IN TESTIMONY WHEREOF, the Executive Secretary of the National Labor Relations Board, being duly authorized, has hereunto set his hand and affixed the seal of the National Labor Relations Board in the city of Washington, District of Columbia, this 7th day of March 2019.

Roxanne L. Rothschild
Executive Secretary
NATIONAL LABOR RELATIONS BOARD

(seal)