

**WE Painters, Inc. and Richard Nesheim, and  
WE Painters, Inc. and Harry E. Seidler.** Cases  
19-CA-4017 and 19-CA-4113

June 24, 1969

### DECISION AND ORDER

BY CHAIRMAN McCULLOCH AND MEMBERS  
JENKINS AND ZAGORIA

On March 5, 1969, Trial Examiner William E. Spencer issued his Decision in the above-entitled proceeding, finding that the Respondent had engaged in and was engaging in certain unfair labor practices and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the attached Trial Examiner's Decision. Thereafter, the General Counsel filed exceptions and a memorandum in support of exceptions. The Respondent filed cross-exceptions to the Trial Examiner's Decision and an answer to the General Counsel's exceptions, with a memorandum in support thereof.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its powers in connection with these cases to a three-member panel.

The Board has reviewed the rulings of the Trial Examiner made at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Trial Examiner's Decision, the exceptions, cross exceptions and memoranda in support thereof, and the entire record in these cases, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner, with the limited modification as set forth below.

### ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby adopts as its Order the Recommended Order of the Trial Examiner, as modified, and hereby orders that the Respondent, WE Painters, Inc., Mount Vernon, Washington, its officers, agents, successors, and assigns, shall take the action set forth in the Trial Examiner's Recommended Order, as so modified.

1. Delete paragraph 2(a) of the Trial Examiner's Recommended Order and substitute the following:

"(a) Upon application, offer immediate and full reinstatement to Richard Nesheim, Harold Nesheim, Jr., Chuck Sprague, Walt Ingram, Bill Kenny, Nicholas Berkovich, Harry Seidler, and Russel J. Myers, Jr., provided work is then available, or, in the event work is not then available, place them on a preferential hiring list for reinstatement at such time as work becomes

available, and make them whole for any loss of pay they may suffer, if any, as a result of failure to comply herewith from a date beginning 5 days from the date of their application, backpay to be computed as set forth in the Remedy section of this Decision and Order."

2. Add the following as paragraph 2(b), and reletter the following paragraphs accordingly:

"(b) Notify the above-named employees if presently serving in the Armed Forces of the United States of their right to full reinstatement upon application in accordance with the Selective Service Act and the Universal Military Training and Service Act, as amended, after discharge from the Armed Forces."

3. Delete the second indented paragraph of the notice and substitute the following:

WE WILL upon application, offer immediate and full reinstatement to the employees named below provided work is then available, or in the event work is not then available, we will place their names on a preferential hiring list for reinstatement at such time as work becomes available, and we will make them whole for any loss of pay they may suffer, if any, by reason of our failure to comply herewith beginning 5 days following their application for reinstatement. The employees so designated are:

Richard Nesheim, Harold Nesheim, Jr., Chuck Sprague, Walt Ingram, Bill Kenney, Nicholas Berkovich, Harry Seidler, and Russel J. Myers, Jr.

4. Add the following as the last indented paragraph of the Appendix:

WE WILL notify the above-named employees if presently serving in the Armed Forces of the United States of their right to full reinstatement upon application in accordance with the Selective Service Act and the Universal Military Training and Service Act, as amended, after discharge from the Armed Forces.

### TRIAL EXAMINER'S DECISION

#### STATEMENT OF THE CASE

WILLIAM E. SPENCER, Trial Examiner: Pursuant to a charge filed May 9, 1968, and an amended charge filed August 12, 1968, in Case 19-CA-4017 by Richard Nesheim, an individual, and a charge filed August 19, 1968 in Case 19-CA-4113 by Harry E. Seidler, an individual, the General Counsel of the National Labor Relations Board, the latter hereinafter called the Board, issued his consolidated complaint dated September 11, 1968, alleging that the Respondent herein engaged in unfair labor practices violative of Section 8(a)(1) and (3) of the National Labor Relations Act, as amended, herein called the Act. Respondent in its duly answer denied the Board's jurisdiction and, in the alternative, denied that it had engaged in any of the alleged unfair labor practices.

Pursuant to due notice, a hearing in this matter was held before me in Seattle, Washington, on November 19, 20, 21, 22, 1968, with all parties represented and participating.

Upon the entire record in the case, my observation of witnesses, and consideration of briefs filed with me by the

General Counsel and the Respondent, respectively,<sup>1</sup> I make the following:

## MOTION

## FINDINGS OF FACT

## I. THE LABOR ORGANIZATION INVOLVED

Brotherhood of Painters, Decorators & Paperhangers of America, Local No. 300, AFL-CIO, a labor organization within the meaning of the Act, at all material times appointed District Council No. 5, AFL-CIO, an affiliate, the Union herein, its agent for purposes of negotiating a collective-bargaining agreement known as Western Washington Area Agreement for the Painting Industry. This Association and its members consented to such appointment at all material times. Such appointment has been the common practice of Local No. 300 and other Western Washington Painters Local Unions for some 15 years, during which time five collective-bargaining agreements have been executed.

## II. JURISDICTION

It is alleged by the General Counsel that at all material times the Respondent was a member of and had assigned its collective-bargaining rights to a multiemployer collective bargaining agent known as the King County Chapter of the Painting and Decorating Contractors of America, hereinafter called P.D.C.A. Respondent admitted that at all times material prior to May 14, 1968, it was a member of P.D.C.A. as alleged, but denied that P.D.C.A. at any time subsequent thereto was its agent in collective bargaining, or that it was thereafter affiliated with P.D.C.A.

Admittedly, during the last fiscal or calendar year, the combined dollar volume of sales and services of the employer-members of P.D.C.A. exceeded \$500,000, and during the same period said members purchased material and supplies used in the State of Washington valued in excess of \$50,000 directly from suppliers outside Washington.

The threshold issue being one of jurisdiction, we approach it first.

Negotiations between P.D.C.A. and the Union herein beginning about December, 1967, came to a standstill or impasse on about May 14. Thereafter, the Union, as a lever for bringing P.D.C.A. to terms, sought out and made individual contracts with certain members of P.D.C.A., not including the Respondent. In October, 1968, P.D.C.A., acting on behalf of all its employer members, ratified the Union contract. Respondent refused to be bound by this contract, claiming that it had withdrawn its authorization of P.D.C.A. to act for it on May 14, the approximate date on which P.D.C.A. became deadlocked in contract negotiations with the Union.

An impasse in bargaining having been reached a withdrawal of bargaining authorization from P.D.C.A. would in my opinion, have been timely. Respondent claims to have made such a withdrawal by notification to P.D.C.A., pursuant to which it received the following communication, dated May 14, from the president of the King County Chapter of P.D.C.A.

RESOLVED: As a result of WE Painter's Claim that the Union's refusal to bargain and unlawful conduct in signing interim agreements has caused the chaotic situation which has now resulted and is the breach of faith and of contract of other employer groups and individuals, PDCA of Seattle does hereby release WE Painters, Inc., from its Assignment of Bargaining Rights heretofore granted and reassigns the same to it to negotiate for himself, in recognition of the failure of consideration for WE Painter's Assignment of Bargaining Rights.

Despite this purported withdrawal, on April 25, the day before the Union engaged in a strike against P.D.C.A. members not signing individual contracts P.D.C.A. sent the Union a list of employers represented by P.D.C.A. The Respondent was one of those named on this list. Respondent never having notified the Union of an intent to withdraw or actual withdrawal from P.D.C.A., the Union would reasonably assume that P.D.C.A. continued to represent Respondent in collective bargaining. Respondent's president, Andrew Nesheim, attended the final ratification of contract meeting in October, and thereby, by his presence, ostensibly confirmed P.D.C.A.'s April 25 listing of Respondent as an employer represented by P.D.C.A. in collective bargaining.

In *N.L.R.B. v. Sheridan Creations, Inc.*, 384 F.2d 696 (C.A. 2), it was held that an employer's withdrawal from a multiemployer unit is untimely, absent union consent, once negotiations on a new contract have started. Here, negotiations had started. Here, not only did Respondent not receive the Union's consent to or acquiescence in its withdrawal, the Union received no notification of its attempted withdrawal. Respondent, in its forceful argument, would distinguish the situation encountered here from that found in the cited case, on two grounds: (1) the Union, by seeking and making contracts with individual employers of the multiemployer unit, abandoned the multiemployer unit and thereby rendered nugatory any requirement that an employer desiring to withdraw from the multiemployer unit serve the union with a notice of its withdrawal or receive the Union's acquiescence or consent; (2) here, unlike the situation in the cited case, negotiations had reached an impasse and because of that the employer was not required to give notice to or obtain the Union's acquiescence or consent. Respondent cites *International Restaurant Associates, et al*, 133 NLRB 1088, and *Pennsylvania Garment Mfrs. Assn.*, 125 NLRB 185 among others, as authority for its position.<sup>2</sup>

<sup>2</sup>In *Atlas Sheet Metal Works, Inc.*, 148 NLRB 27, cited by both parties, the Board found that the Union acquiesced in the Respondent employer's withdrawal from a multiemployer unit. In *International Restaurant Associates*, citation *supra*, the Board held that the signing of individual contracts by members of a multiemployer unit, took them out of the said unit, but the multiemployer unit continued to exist as such, representing members who did not sign individual contracts. No mutual consent and no effective withdrawal was found with respect to the remaining members of the multiemployer unit. Cf. *Kroger Co.*, 148 NLRB 569, where the Board found no acquiescence by the Union in an employer's withdrawal from a multiemployer unit though there had been individual bargaining on one phase of a contract. In *Pennsylvania Garment Manufacturers Association*, citation *supra*, relied on by Respondent, the Board found an effective withdrawal from a multiemployer unit by employers bargaining with and executing contracts with the union on an individual basis. In *Anderson Lithograph Company, et al*, the union's solicitation of individual contracts within the multiemployer unit neither destroyed the unit as a bargaining entity, nor entitled employer members not executing such contracts to

<sup>1</sup>The Respondent filed a reply brief which was rejected on motion of the General Counsel, the time set by the Trial Examiner for the filing of briefs having expired.

As to (1), the Union in its efforts to break the bargaining impasse by seeking and obtaining individual contracts and by striking, did not thereby yield its identity as a bargaining principal vis-a-vis P.D.C.A., nor was P.D.C.A. dissolved by such actions as a bargaining principal in the multiemployer unit. It continued to hold meetings and eventually ratified the union contract, making it the contract governing the entire multiemployer unit. By limited analogy, a union striking to break a bargaining impasse does not free the affected employer of his duty to bargain. Here, however, in view of the Union's action in making individual contracts, it appears that P.D.C.A. might have dissolved itself as a multiemployer unit, or preferred charges against the Union. It did neither. As to (2), while at the time Respondent attempted to withdraw from the multiemployer unit, an impasse in bargaining had been reached, this did not automatically dissolve the bargaining relationship or mark an abandonment of efforts to reach an agreement. As noted, P.D.C.A. continued to hold itself out to the Union as a bargaining entity, and eventually executed a contract with it. As I read the decisions, from the time negotiations on a contract begin until such time as it may be said that they have been abandoned, an employer in a multiemployer unit can effectively withdraw from such unit only with the consent or acquiescence (actual or implied) of the union, or, if otherwise timely, after notification of the union in clear, unequivocal language. That the union involved solicits and obtains individual contracts from some members of the multiemployer unit in order to break an impasse in bargaining, does not appear to constitute special or unusual circumstances such as would require abandonment of the rule enunciated in *Sheridan Creations, Inc., supra*. Accordingly, I hold that Respondent's attempted withdrawal from P.D.C.A. though timely was ineffective.

Admittedly, the combined total of the business operations of P.D.C.A. members far exceeds in value the amounts required in the Board's formula for asserting jurisdiction. It is needless, therefore, for me to consider the evidence taken on the individual business operations of Respondent.

### III. THE UNFAIR LABOR PRACTICES

#### A. *The Discharges*

The Union's contract with P.D.C.A. expired on April 1, 1968. The Union thereafter set a strike deadline of April 26. The effective date of the strike is in dispute, but it is clear that Respondent's employees represented by the Union learned of the strike deadline, either through various news media or word of mouth, on or before April 26. At that time Respondent was working on a bridge project near Mt. Vernon, Washington. Its work crew normally worked seven days a week. Normal quitting time was 6:30 p.m. On Friday, April 26, Respondent's employees worked the full workday. On the following day, none of them reported for work.

Foreman Harold Nesheim, Sr., observing that none of the men were at work on the bridge Saturday morning, telephoned Respondent's president and Harold's brother, Andrew (known as Andy) Nesheim, at the latter's home. According to Harold, when he reported on the bridge situation, Andy instructed him to inform the employees

involved that if they were not at work by 12 o'clock they were fired. Harold thereupon located certain of the employees where they were staying at a motel near Mt. Vernon, and informed them of Andy's ultimatum. Employees so informed directly by Harold were his two sons, Richard and Harold, Jr., Chuck Sprague, Walt Ingram, and Bill Kenny. Employee Nicholas Berkovich, staying at the same motel, heard of Andy's ultimatum from the other employees. Later, Harold, Sr., on his way home, stopped at a trailer court and informed employees Harry Seidler and Russell J. Myers, Jr., that if they did not report for work by noon they were fired.<sup>3</sup>

Andrew Nesheim, though admitting that Harold called him at his home on the morning of April 27 and reported that only one of the crew had reported for work, denied that he issued Harold instructions to fire anyone. He testified that he told Harold to get the other employees on the job and he would meet Harold at the jobsite before noon. Later, Andrew saw Harold driving toward Edmonds where Harold lived and flagged him down. According to him, he told Harold: "Let's go to the shop and straighten up the men's time." Normally, the pay period ended on a Sunday, and the checks were distributed the following Tuesday.

I do not credit Andrew Nesheim's testimony to the effect that he did not direct his foreman, Harold, to discharge all the employees engaged on the bridge project if they did not report for work by noon, Saturday. It seems entirely improbable that Harold would have issued such an ultimatum to the employees had he not been instructed to do so. That he did relay such instructions to the employees is clearly established, not only in his own credible testimony but in the testimony of the employees to whom he issued the instructions. A further corroborating circumstance is Andrew's instruction to him to fill out the time sheets for the men, though normally they would have been filled out only at the end of the pay period.<sup>4</sup>

On all the evidence, I find that Respondent, through its president, Andrew Nesheim, discharged Richard and Harold Nesheim, Jr., Chuck Sprague, Walt Ingram, Bill Kenny, Nicholas Berkovich, Harry Seidler, and Russell J. Myers, Jr., because of their failure to report for work on Saturday, April 27. Any doubt that Andrew Nesheim may have had that the strike was already effective of that date, is immaterial. It was clear that the employees had concertedly stayed away from the job, and with Nesheim's knowledge that a strike had been called, he could hardly have concluded that the men had just individually decided to take the day off.

<sup>3</sup>Seidler testified that he understood from Harold that if "we do not get our asses on the bridge by 12:00 o'clock we have all had it." This was corroborated by Myers.

<sup>4</sup>I can find no merit in Respondent's contention that Harold Nesheim, Sr., was not Respondent's agent on Saturday, April 27. Presumably, because Nesheim was a strong union man, favored the strike, and may have been instrumental in getting the men to stay away from their jobs, Respondent would have us believe he had quit his employment with Respondent at the time he informed the employees of Andrew's ultimatum. Respondent did not regard him as having quit when Andrew instructed him to make out the time cards for the employees; Respondent is not shown to have discharged him; and Andrew would not have issued his instructions to the employees through Harold, Sr., as he did, had he regarded Harold as no longer in his employ.

### B. The Reinstatements Offers

Olaf Nesheim, Jr., brother to Andy and Harold, Sr., testified that on Saturday, April 27, at Respondent's shop and office in Lynnwood, Washington, Sprague, Ingram, and one unidentified employee came in to get their checks and were asked by Andrew to come back to work and told that they had a job if they wanted it. The employees replied in substance that they did not want to get in trouble with the Union. Andrew testified that he told the employees who came to the office to get their checks on this occasion, "At least go back to work until the union stops you." Andrew saw Employee Berkovich at the bridge project on Sunday, April 28, asked him why he was not working, and Berkovich replied that it was because of the strike. Andrew then suggested that Berkovich work on the job as a foreman. Berkovich worked briefly on the following Monday, and on Tuesday about half a day. Later he was persuaded to join in the strike and did not thereafter report for work. I find that because of the brevity of his return to work and because Olaf Nesheim was the actual foreman on the job, over Berkovich, that Berkovich never qualified as a supervisor within the meaning of the Act, and is entitled to the same reinstatement rights as other striking employees. Berkovich admitted that Andrew Nesheim asked him to request the other employees to return to work, and that he did tell them that they could work, that "It is O.K. to work."<sup>5</sup> He did not recall that he told them he was speaking for Andrew Nesheim.

By letters dated September 11, 1968, after the charges had been filed in this case, Andrew Nesheim addressed letters bearing the following text to Myers, Ingram, Seidler, and Sprague:

I was baffled to learn the charge was filed, but in any event have no objection to, am willing to and at all times was willing to employ you, which I thought had been made perfectly clear to all concerned.

You are unequivocally offered reemployment. Please report to 3631 Interlake North, Seattle on or before Monday, September 16 at 8:00 A.M.

On all the evidence, I am convinced and find that all the employees named in the complaint who went on strike on Saturday, April 27, were informed or had reason to believe that if they wished to break the strike and return to work their jobs were open to them. They chose to remain on strike. Any further effort by Respondent to get them to return to their jobs during the strike would have been futile and might well have been construed as an unlawful effort to break the strike. Respondent's contract with the Union through P.D.C.A. had expired, the Union was on strike, and if they had accepted Respondent's offers of reinstatement, they obviously would thereby have signified agreement to work under nonunion conditions of employment. I do not know just how the General Counsel would have had Respondent qualify its offer of reinstatement in order to make it "legal." The refusal of the employees to break the strike by accepting Respondent's offers of reinstatement does not, however,

<sup>5</sup>I find no merit in General Counsel's contention that Berkovich was constructively discharged when, while he was on the picket line, Olaf Nesheim, according to credible testimony, pointed a hunting rifle at the picketing employees. Nesheim testified of his possession of the rifle, "I wanted them to quit tampering with the men and didn't want any tampering with the [bridge] rigging." Just why we are asked to find in this incident a discharge, limited to Berkovich, I haven't the slightest idea — obtuse, no doubt.

qualify their right at the time they cease in their concerted or strike activity to seek and obtain reinstatement. As a matter of fact, it appears to me that Andrew Nesheim's orders to employees remaining away from work to return or consider themselves discharged, was a tactical maneuver to get them back to work and was never intended as an actual discharge. It was nevertheless interference with and restraint on their right to engage in a strike or other concerted activity and as such was violative of Section 8(a)(1) of the Act.

I have very carefully reviewed all the evidence proffered by the Respondent on alleged misconduct on the picket line by which the Respondent would have certain of the striking employees disqualified for reinstatement, and I find that in every instance picket line disorders were either provoked by agents of Respondent or employees who resumed or remained at work during the strike, or were of an inconsequential nature. I do not credit testimony which would give rise to an inference that striking employees in any way impaired bridge construction, perpetrated damage at the bridge site, or threatened to do so.

### IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of the Respondent set forth in section III, above, occurring in connection with the operations of the Respondent described in section I, above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

### V. THE REMEDY

The Respondent having discharged certain of its employees as a tactical measure to discourage and prevent their engaging in a strike and other concerted activities, thereby interfering with, coercing, and restraining them in the exercise of rights guaranteed them under the Act, it will be recommended that the Respondent cease and desist from this or any like or related activity, and on their application and request offer the employees named below reinstatement to their former or substantially equivalent positions, provided work is then available for them, without prejudice to their seniority and other rights and privileges, and make them whole for any loss of pay they may suffer, if any, from the date of their unconditional application and request for reinstatement, to the date they are offered reinstatement, by payment to them of a sum of money equal to that they normally would earn in Respondent's employ during said period less their net earnings, if any, during said period. The pay due them, if any, shall be computed in the manner set forth in *F. W. Woolworth Company*, 90 NLRB 289, and *Isis Plumbing & Heating Co.*, 138 NLRB 716. If, at the time the employees named below apply for reinstatement, there is no work available for them, Respondent shall place them on a preferential hiring list for reinstatement at such time as work becomes available, and make them whole for any loss of pay suffered by them from the date that work becomes available to the date they are offered reinstatement, in the manner stated above. The employees are:

Richard Nesheim, Harold Nesheim, Jr., Chuck Sprague, Walt Ingram, Bill Kenny, Nicholas Berkovich, Harry Seidler, Russel J. Myers, Jr.

Upon the basis of the foregoing findings of fact and upon the entire record in the case, I make the following:

#### CONCLUSIONS OF LAW

1. The Respondent is an employer within the meaning of Section 2(2) of the Act, engaged in commerce and a business affecting commerce within the meaning of Section 2(6) and (7) of the Act.

2. The Union is a labor organization within the meaning of Section 2(5) of the Act.

3. By interfering with, restraining, and coercing its employees in their right to engage in strike or other protected union and concerted activities, the Respondent has engaged in, and is engaging in, unfair labor practices within the meaning of Section 8(a)(1) of the Act.

4. The aforesaid labor practices are unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

#### RECOMMENDED ORDER

Upon the entire record in the case, and pursuant to Section 10(c) of the Act, as amended, it is hereby ordered that Respondent, its officers, agents, successors, and assigns, shall:

1. Cease and desist from discharging or in any other manner discriminating against any employee for the purpose of preventing or discouraging his participation in any protected strike or other concerted activity, or in any like or related manner interfering with, restraining, or coercing its employees in the right to self-organization, to form their own labor organization, to join or assist the Union, or any other labor organization, to bargain collectively with representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or for other mutual aid or protection, or to refrain from any or all such activities except to the extent that such right may be affected by agreement requiring membership in a labor organization as authorized in Section 8(a)(3) of the Act.

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

(a) Upon application, offer reinstatement to, and make whole in the manner and to the extent set forth in the section above entitled "The Remedy," the following employees: Richard Nesheim, Harold Nesheim, Jr., Chuck Sprague, Walt Ingram, Bill Kenney, Nicholas Berkovich, Harry Seidler, and Russel J. Myers, Jr.

(b) Post at its office and place of business in Lynnwood, Washington, copies of the attached notice marked "Appendix." Copies of said notice, on forms provided by the Regional Director for Region 19, shall, after being duly signed by the Respondent's authorized representative, be posted by the Respondent immediately upon receipt thereof and maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken to insure that said notices are not altered, defaced, or covered by any other material.

(c) Notify the Regional Director for Region 19, in writing, within 20 days from the receipt of this Decision, what steps it has taken to comply herewith.<sup>7</sup>

<sup>7</sup>In the event that this Recommended Order is adopted by the Board, the words "a Decision and Order" shall be substituted for the words "the Recommended Order of a Trial Examiner" in the notice. In the further event that the Board's Order is enforced by a decree of a United States Court of Appeals, the words "a Decree of the United States Court of Appeals, Enforcing an Order" shall be substituted for the words "a Decision and Order."

<sup>8</sup>In the event that this Recommended Order is adopted by the Board, this provision shall be modified to read: "Notify said Regional Director, in writing, within 10 days from the date of this Order, what steps the Respondent has taken to comply herewith."

#### APPENDIX

##### NOTICE TO ALL EMPLOYEES

Pursuant to the Recommended Order of a Trial Examiner of the National Labor Relations Board and in order to effectuate the policies of the National Labor Relations Act as amended, we hereby notify our employees that:

WE WILL NOT discharge or in any other manner discriminate against any employee for the purpose of preventing or discouraging his participation in any protected strike or other concerted activity, or in any like or related manner interfere with, restrain or coerce our employees in the exercise of their right to self-organization, to form, join, or assist Brotherhood of Painters, Decorators & Paperhangers of America, District Council No. 5, AFL-CIO, or any other labor organization, to bargain collectively through representatives of their own choosing, or to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any or all such activities.

WE WILL, upon application, offer immediate and full reinstatement to employees named below provided work is then available, or, in the event work is not then available, we will place them on a preferential hiring list for reinstatement at such time as work becomes available, and will make them whole for any loss of pay they may suffer, if any, because of discrimination against them in the order or timing of their reinstatement. Employees thus designated are:

Richard Nesheim, Harold Nesheim, Jr., Chuck Sprague, Walt Ingram, Bill Kenney, Nicholas Berkovich, Harry Seidler, and Russel J. Myers, Jr.

WE PAINTERS, INC.  
(Employer)

Dated

By

(Representative)

(Title)

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material.

If employees have any question concerning this notice or compliance with its provisions, they may communicate directly with the Board's Regional Office, Republic Building, 10th Floor, 1511 Third Avenue, Seattle, Washington 98101, Telephone 583-7473.