

**NMC Finishing, Inc., d/b/a Nickell Moulding and United Steelworkers of America, AFL-CIO, CLC. Case 26-CA-16264**

June 8, 1995

**DECISION AND ORDER**

BY CHAIRMAN GOULD AND MEMBERS STEPHENS  
AND TRUESDALE

On March 22, 1995 Administrative Law Judge William M. Cates issued the attached decision. The Respondent filed exceptions and a supporting brief and the General Counsel filed an answering brief.

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

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings,<sup>1</sup> and conclusions and to adopt the recommended Order.

**ORDER**

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, NMC Finishing, Inc., d/b/a Nickell Moulding, Inc., Malvern, Arkansas, its officers, agents, successors, and assigns, shall take the action set forth in the Order.

<sup>1</sup> The Respondent has excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

*Bruce E. Buchanan, Esq.*, for the General Counsel.  
*Spencer Robinson, Esq.* (*Ramsay, Bridgforth, Harrelson & Starling*), of Pine Bluff, Arkansas, for the Respondent.  
*Jim Brumley*, Staff Representative, of Benton, Arkansas, for the Charging Party.

**DECISION**

**STATEMENT OF THE CASE**

WILLIAM N. CATES, Administrative Law Judge. This is an unfair labor practice prosecution brought in the name of the National Labor Relations Board's (Board) General Counsel by the Acting Regional Director for Region 26 through a formal complaint he issued on November 4, 1994,<sup>1</sup> against NMC Finishing, Inc. d/b/a Nickell Moulding, Inc. (Company) after investigating a charge filed on July 8 by the United Steelworkers of America, AFL-CIO, CLC (Union). I heard the case on February 23, 1995, in Little Rock, Arkansas.

<sup>1</sup> All dates hereinafter are 1994, unless otherwise indicated.

The issue in this case is whether, at the end of an economic strike, the Company was justified in discharging its employee Cleata Draper (Draper) on July 1 based on her picket line conduct.

On the entire record and my observation of the demeanor of the witnesses, I will, as hereinafter more fully explained, conclude the Company was not justified in discharging Draper and I will order that she be reinstated to her former or substantially equivalent job and that she be made whole for lost wages and other benefits she suffered as a result of the Company's unlawful actions.

**FINDINGS OF FACT**

**I. JURISDICTION**

The Company is a corporation with an office and place of business in Malvern, Arkansas, where it is engaged in the manufacture of wood moulding. During the year preceding issuance of the complaint herein, a representative period, the Company sold and shipped from its Malvern, Arkansas facility, goods valued in excess of \$50,000 directly to points located outside the State of Arkansas. During that same period, the Company purchased and received at its Malvern, Arkansas facility goods valued in excess of \$50,000 directly from points located outside the State of Arkansas. The complaint alleges, the evidence establishes, the Company admits, and I find it is, and at material times has been, an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

**II. LABOR ORGANIZATION**

The record evidence establishes, the parties admit, and I find that United Steelworkers of America, AFL-CIO, CLC is a labor organization within the meaning of Section 2(5) of the Act.

**III. THE FACTS**

On August 19, 1993, the Union became the collective-bargaining representative for the Company's production and maintenance employees. Thereafter, the Company and Union commenced bargaining towards a collective-bargaining agreement. Following a period of good-faith bargaining the Company made its final offer to the Union on May 5, and the Union presented same to the unit employees on May 7. The unit employees rejected the Company's final offer and authorized an economic strike against the Company. On June 6, the unit employees commenced an economic strike and on that date the Company obtained a state court restraining order limiting the pickets to three at each entrance and exit to the Company's facility. On June 13, the Company implemented the terms and conditions of its final offer. During the course of the strike the Company continued to operate with supervisory personnel, crossover, and temporary employees.<sup>2</sup> The Union established a picket line manned with employees who carried picket signs. On June 16, striking employee Draper carried a homemade sign that read "Who Is Rhonda F [with an X through the F] Sucking Today?" The sign made reference to crossover employee Rhonda Yarborough

<sup>2</sup> The parties referred to those employees choosing to work during the strike as crossover employees.

(Yarborough) who worked throughout the course of the strike. On July 1, the parties met at the Union's request and agreed on a collective-bargaining agreement and settlement of the strike. Pursuant to the terms of the strike settlement agreement all strikers with the exception of Draper, who was terminated, were offered unconditionally the right to return to work. The Company fired Draper based *solely* on the picket sign in question that she carried on June 16.

Five-year employee Draper testified regarding her strike related activities on and before June 16. Draper who had worked as a "feeder catcher" in the wrapping room participated in the strike that started on June 6. Draper testified that on June 16 she obtained the homemade picket sign in question from Priscilla Rogers (Rogers) and carried it for approximately 5 minutes (4:25 to 4:30 p.m.) at the shipping and receiving gate. At the time she carried the sign, Company vans were leaving the plant transporting crossover and other employees away from the facility. Draper testified this was the only time and gate at which she carried the sign. Draper described Yarborough as a "brown noser"<sup>3</sup> who from time to time used profanity in the workplace. Draper said the language on the sign made reference to Yarborough's brown nosing activities and was not meant to convey any sexual connotation.

Eight-year employee Rogers testified that on June 15 she made five or six signs at her home including the one in question. Rogers took the signs in her automobile to the plant just before 6 a.m. on June 16. Rogers testified Draper "just grabbed" a sign from Rogers' automobile that afternoon in time to have it on the picket line as the crossover employees and other personnel left the facility at approximately 4:30 p.m. Rogers testified Draper returned the sign to Rogers' automobile after the crossover employees left the facility and never thereafter carried or displayed the sign. Rogers said she meant the words she selected for the sign to question who Yarborough thought she was "fooling" or brown nosing and not any other meaning.

Company General Manager Michael Pilgreen (Pilgreen) testified the Company continued to operate during the strike with 15 of the 65 or so unit employees, with temporary employees and management personnel. General Manager Pilgreen testified the Company employed the Phillips Group, from Atlanta, Georgia, to provide security during the strike and to transport those working into and away from the facility.

Pilgreen testified Yarborough was upset by what the sign implied and after discussing the matter with the co-owner and legal counsel, he terminated Draper as a result of the language on the sign.<sup>4</sup>

Phillips Group Security Representative Mike Statkeiwicz (Statkeiwicz) testified he observed Draper with the sign in question twice on June 16 at two different entrances. Statkeiwicz testified Yarborough complained to him about the sign. Statkeiwicz videotaped Draper at the shipping and receiving gate with the sign in question.<sup>5</sup>

Draper testified on rebuttal that she picketed only once with the sign on June 16 at the shipping and receiving gate.

<sup>3</sup>Draper described a brown noser as one who attempted to make points with management.

<sup>4</sup>Pilgreen acknowledged the sign in question was utilized on June 16 only.

<sup>5</sup>The video was received in evidence.

Union Staff Representative Jim Brumley (Brumley) testified the Union provided professionally printed signs for the pickets that read "Steelworkers on Strike, No Contract No Work." Brumley said he became aware of homemade signs including the one in question on June 22 and directed that signs with individual names not be utilized.

Notwithstanding Drapers' and Rogers' protestations to the contrary, I am persuaded they knew and intended for the sign to have the sexual connotation that a cursory reading of the sign indicates. I am, however, persuaded Draper carried the sign for approximately 5 minutes only on one occasion, at one gate on June 16. I am persuaded Security Representative Statkeiwicz was mistaken in his testimony that he observed her twice at more than one location on June 16.<sup>6</sup>

At the end of an economic strike, an employer, unless justified by legitimate and substantial business reasons, must reinstate striking employees—otherwise their discharges penalize the employees for exercising their right to strike pursuant to Sections 7 and 13 of the Act. See, e.g., *General Chemical Corp.*, 290 NLRB 76 (1988). A showing that a striking employee has engaged in serious picket line misconduct justifies a refusal to reinstate after a strike has ended.

In *Clear Pine Mouldings*, 268 NLRB 1044 (1984), the Board set forth the appropriate standard for determining the reinstatement rights of employees engaging in strike-related misconduct. The standard the Board adopted was one formulated by the United States Court of Appeals for the Third Circuit in *NLRB v. W. C. McQuaide, Inc.*, 552 F.2d 519, 527 (3d Cir. 1977). The Board's objective test for determining whether verbal threats directed at fellow employees justify an employer's refusal to reinstate is:

whether the misconduct is such that, under the circumstances existing, it may reasonably tend to coerce or intimidate employees in the exercise of rights protected under the Act. [*Clear Pine Mouldings* at 1046, quoting *McQuaide* at 527.]

In *Clear Pine Mouldings* the Board did not order reinstatement for two striking employees because threats the employees made tended to coerce and intimidate other employees in the exercise of their rights under the Act. The threats in *Clear Pine Mouldings* were:

- (1) that a nonstriking employee was taking her life in her hands by crossing a picket line and would live to regret it;
- (2) that a nonstriking employee's house might be burned;
- (3) that the hands of certain employee's should be broken; and
- (4) that an employee should be straightened out.

The Board in *Clear Pine Mouldings* specifically rejected the proposition that words alone can never, without more, warrant a denial of reinstatement.

The Board also noted in *Clear Pine Mouldings* at 1047:

<sup>6</sup>Even if I credited Statkeiwicz' testimony that he observed Draper on two occasions and at two locations on the day in question, such would not alter the outcome herein.

We believe it is appropriate . . . to state our view that the existence of a “strike” in which some employees withhold their services does not in any way privilege those employees to engage in other than peaceful picketing and persuasion. They have no right, for example to threaten those employees who, for whatever reason, have decided to work during the strike. . . . As we view the statute, the only activity the statute privileges in this context, other than peaceful patrolling, is the non-threatening expression of opinion, verbally or *through signs* . . . similar to that found in Section 8(c). [Emphasis added.]

The Board in *Catalytic, Inc.*, 275 NLRB 97 (1985), addressing its *Clear Pine Mouldings* standards related to denial of reinstatement noted at 98:

We are, of course, mindful that in certain circumstances a profane epithet unaccompanied by an overt or indirect threat might also be coercive or intimidating if it raises the reasonable likelihood of an imminent physical confrontation.

A further review of certain Board cases is instructive at this point. For example in *Catalytic* a striking employee telephoned the wife of a nonstriking employee and called her a “God damned bitch” and hung up the telephone without identifying himself. The nonstriking employee’s telephone was equipped with a tap and a tracer and the striking employee was identified and arrested. Thereafter the striking employee pleaded guilty to a criminal offense under the criminal code of the State of Alabama and was fined \$110. The employer therein discharged the striking employee. The Board, while noting that an anonymous telephone call is offensive and intrusive to privacy irrespective of the actual words used by the caller, nonetheless concluded the single telephone call did not contain either an overt or implied threat nor the reasonable likelihood of imminent confrontation thus the evidence was insufficient to establish a reasonable tendency to coerce or intimidate and ordered reinstatement of the offending employee. In *Calliope Designs*, 297 NLRB 510 (1989), the Board adopted Judge Jerrold Shapiro’s finding that a striking employee was entitled to reinstatement even though she had directed offensive, embarrassing, obscene, insulting, and indecent language at a nonstriking employee and her nonstriking daughter. The striking employee called the nonstriking employee a “whore” and a “prostitute” and accused her of having sex with the employer’s president. The striking employee also told the nonstriking employee she (the nonstriking employee) could earn more money by selling her nonstriking daughter at a flea market. Judge Shapiro concluded the offensive language did not threaten the person or property of the nonstrikers nor were the statements violent in character. Thus Judge Shapiro, with Board approval, concluded that measured against the *Clear Pine Mouldings* standard the language did not reasonably tend to coerce the nonstriking employees in the exercise of their Section 7 rights.

Judge Earldean V. S. Robbins, with Board approval, in *Coors Container Co.*, 238 NLRB 1312 (1978), ordered an employee reinstated who had called employer guards “mother-fuckers.” In doing so, Judge Robbins noted the use of vulgarities and obscenities is a reality of industrial life. Judge

Robbins further noted that not every impropriety committed in the course of Section 7 activity deprives the offending employee of the protective mantle of the Act. In *General Chemical Corp.*, 290 NLRB 76 (1988), the Board ordered reinstated an employee who during a strike called the employer’s director of manufacturing a “liar,” “crook,” and a “thief.”

In *Gloversville Embossing Corp.*, 297 NLRB 182, 194 (1989), the Board adopted Judge Harold B. Lawrence’s conclusion that a male striker’s demonstration of machismo to nonstriking female employees (“pulled down his pants” and “pulled out his private parts”) while censurable is:

within the bounds of permissible picket line misconduct—permissible, that is, solely in the sense that it is not sufficiently grave to justify termination or refusal to reinstate.

In *Wayne Stead Cadillac*, 303 NLRB 432, 437 (1991), Judge Michael D. Stevenson observed “behavior that is reprehensive and violates the commonly accepted norms of civilized behavior is not necessarily behavior which warrants discharge.” In the case before Judge Stevenson a customer and his 8-year-old daughter were trying to leave the employer’s premises when one of a number of striking employees mouthed the words “Fuck You!” When the customer explained that he and his daughter simply desired to leave the premises the striker stated, “Fuck you, tough shit. You came here” then “grabbed his testicles.” “gyrated his hips back and forth . . . while mouthing the words ‘Fuck You.’” Judge Stevenson concluded, with Board approval, that the employer was not justified in discharging the striking employee in question for his above-described conduct.

Considering the above legal principles and Board teachings was the Company herein justified in discharging Draper? I conclude it was not.

The facts underlying Draper’s discharge establish the following. On June 16, some 10 days after commencement of a strike directed against the Company, striker Draper carried a homemade sign directed at nonstriking employee Rhonda Yarborough. The sign read “Who Is Rhonda F [with an X through the F] Sucking Today?” Draper carried the sign for approximately 5 minutes on one occasion only. There were other pickets with picket signs at the time; however, the activities of the other pickets and the content of the other signs are not in dispute. There is no contention that anyone other than Draper carried the sign in question. It is undisputed that the picketing related to the strike which ended on July 1, when the parties agreed upon a collective-bargaining agreement. Pursuant to the terms of the parties’ strike settlement agreement, all strikers except Draper, who was terminated, were unconditionally offered the right to return to work. The Company terminated Draper based *solely* on her carrying the sign in question.

Initially, I recognize the sign in question is *offensive*; however, my task is to determine if the conduct at issue reasonably tends to coerce or intimidate within the meaning of the Act. The sign carried by Draper did not directly or indirectly threaten either Yarborough’s person or property. The sign was not violent in character. There is no showing on this record of the likelihood of an imminent physical confrontation as a result of the sign. It is undisputed that those working during the strike were transported as a group into and

away from the company facility. There is no conclusive evidence Yarborough saw the sign in question. There is no showing that Draper was in any manner involved in a campaign or plan of harassment directed at nonstriking employees or otherwise engaged in unlawful conduct.

While the sign Draper carried is *clearly offensive*, it does not rise to the *Clear Pine Mouldings* standards such as to justify the Company's denial of reinstatement to Draper.

The Company relied on several cases in defense of Draper's discharge. I find the cases inapplicable or distinguishable. In *Newport News Shipbuilding & Dry Dock v. NLRB*, 738 F.2d 1404 (4th Cir. 1984), some employee conduct was found to be protected by the Act while other employee conduct fell outside the Act's protection. In reviewing the Company's defenses I shall look only at conduct in the cited cases that was found to fall outside Section 7 protection. The court in *Newport News* stated the standard for determining whether conduct falls within or outside Section 7 protection is whether the conduct is intended to threaten or intimidate nonstrikers and not the egregiousness of the conduct. The court stated it "necessarily excludes from the definition of serious strike misconduct behavior which may be *abusive* and *uncalled for* but which does not reasonably tend to coerce or intimidate." (Emphasis added.) One situation in *Newport News* involved a striker physically blocking a nonstriker's entrance to the shipyard and, but for police intervention, never voluntarily allowed the nonstriker to pass. The striker, while blocking the entrance, also called the nonstriker a "motherfucker." The court upheld the employer's discharge of the striker *not based on the name calling*, but the striker's conduct in physically blocking the entrance, thereby creating the dilemma for the nonstriker of either "turning back or fighting on;" thus, the striker clearly intended to coerce and intimidate the nonstriker. The court upheld the employer's discharge of another striker whose conduct the court concluded was intended to coerce and intimidate a nonstriker. The striker in that instance, yelled at a nonstriker: "Hey scab, yeah you, I'm gonna screw your wife, sure you get an early start in the morning, I want to have plenty of time to take care of your home life." *Newport News* at 1411. The nonstriker, upon hearing this, immediately wheeled around with *fists clenched* and, but for police intervention, a fight would likely have taken place. The court concluded this conduct was well beyond the use of obscene and insulting language and amounted to a real threat of future harm and thus not protected by the Act. In the instant case the language on the sign is abusive and uncalled for, but cannot reasonably be seen as a threat of immediate or future harm, intending to coerce or intimidate Yarborough. There is no contention that Yarborough's entrance to or departure from the plant was blocked by Draper or any other nonstriker.

In two additional cases relied on by the Company, conduct was found unprotected by the Act. In *Sullair P.T.O., Inc. v. NLRB*, 641 F.2d 500 (7th Cir. 1981), an employee called one of the managers a "fucking poor manager," and upon the news the employer was taking away one of the employees' fringe benefits stated the employees were being "fucked." The employee directed this type profanity toward two managers, even after being asked to cease doing so. Although the employee aimed his remarks at management, he did so in front of other employees and was discharged for insubordination. The court, reversing the Board, concluded the insubor-

dinate conduct justified the discharge. Although the court found the employee was engaged in protected activity when he used the language, it concluded such "vulgarity directed at management . . . in front of other employees" need not be condoned. The court concluded the overriding reason for the discharge was the *insubordination and not involvement in protected activity*. Insubordination was found to be a valid reason for discharging an employee in a case similar to *Sullair*. In *Piper Realty Co.*, 313 NLRB 1289 (1994), an employee disliked a new program the employer was implementing. At a meeting with a manager, the employee remained in the manager's office after being instructed to leave, and continued to argue loudly about the new program. The employee told the manager that:

- (1) he did not treat the men like men, but like animals;
- (2) nobody had the "balls" to tell him; (3) the manager was "fucking with his job," and (4) a lot of employees thought the manager was "a fucking asshole."

The Board found the conduct not protected because, although employees are given some latitude for impetuous behavior when engaged in concerted activity, the latitude is balanced against an employer's right to maintain order and respect. The Board reasoned that even if it was common to swear in the workplace, the behavior in *Piper Realty* was distinguishable because it was directed at a supervisor, in his office, after the employee had repeatedly resisted a work assignment. The Board concluded the discharge was for *insubordination*. In the instant case there is no contention of any insubordination. The sign herein was directed at a fellow employee and not at supervisors or management.

Additional cases relied on by the Company that involved name calling directed at management, or for alleged insubordination are *NLRB v. Thor Power Tool Co.*, 351 F.2d 584 (7th Cir. 1965), and *United States Postal Service*, 250 NLRB 4 (1980). Neither case supports a contrary result than arrived at herein. *United States Postal Service* followed *Thor's* rationale therefore, I will only discuss *United States Postal Service*. In *United States Postal Service*, an employee, acting as union steward, while discussing a possible grievance related to a unit employee, allegedly called the supervisor a "stupid ass." The Postal Service suspended the employee for 5 days for the "unprovoked name calling of another human being for the pure purpose of 'effect.'" The Board found the expression occurred during the course of protected activity, was part of the *res gestae* and did not lose the protection of the Act.

In *NLRB v. Vought Corp.*, 788 F.2d 1378 (8th Cir. 1986), also relied on by the Company, an employee was discharged for insubordination when he refused to sign a written warning and told the supervisor, "I'll have your ass." The employee's refusal to sign the written warning resulted from the employer's having unlawfully singled him out as a result of his union organizing activities. The court affirmed the Board's finding that even if the employee's comments were insubordinate, the employer could not rely on such insubordination to discharge the employee when it *provoked the employee's conduct* by its own unlawful conduct. In the instant case, the expression was not directed at management and is clearly distinguishable from this and other cases involving insubordinate employees.

Finally, the Company cites *Linn v. United Plant Guard Workers*, 383 U.S. 53 (1966), in which the Supreme Court addressed the extent the National Labor Relations Act supercedes state law with respect to libel published during labor disputes. The Court held state remedies for libel are limited to those instances in which the complainant can show the defamatory statements were published with malice and caused injury. *Linn* at 65. This case (*Linn*) does not address the issue of whether a striker's misconduct rises to a level that removes the employee from the protection of the Act.

In summary I find none of the cases relied on by the Company would provide it with a valid defense for discharging Draper.

#### CONCLUSIONS OF LAW

1. NMC Finishing, Inc., d/b/a Nickell Moulding, Inc., is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. United Steelworkers of America, AFL-CIO, CLC is a labor organization within the meaning of Section 2(5) of the Act.

3. The Company violated Section 8(a)(3) and (1) of the Act by on July 1, 1994, discharging its employee Cleata Draper because of her union and other protected activities.

4. The foregoing unfair labor practices affect commerce within Section 2(6) and (7) of the Act.

#### REMEDY

It having been found that the Company has engaged in certain unfair labor practices, it is recommended that it be ordered to cease and desist therefrom and take certain affirmative action designed to effectuate the purposes of the Act.

It having been found that the Company on July 1, 1994, unlawfully discharged Cleata Draper, it is recommended the Company be ordered to offer her reinstatement to her former position without prejudice to her seniority or other rights and privileges or, if such position no longer exists, to a substantially equivalent position and to make her whole for any loss of earnings she may have suffered by reason of the Company's unlawful conduct with interest as computed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987). Backpay shall be computed in the manner described in *F. W. Woolworth Co.*, 90 NLRB 289 (1950).

On these findings of fact and conclusions of law and the entire record, I issue the following recommended<sup>7</sup>

#### ORDER

The Respondent, NMC Finishing, Inc., d/b/a Nickell Moulding, Inc., Malvern, Arkansas, its officers, successors, and assigns, shall

1. Cease and desist from

(a) Discharging or otherwise discriminating against employees because of their membership in, or activities on behalf of, the Union or because they engaged in other protected concerted activities.

<sup>7</sup>If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

(b) In any like or related manner interfering with, 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) Offer Cleata Draper immediate and full reinstatement to her former job or, if her former job no longer exists, to a substantially equivalent position without prejudice to her seniority or any other rights or privileges previously enjoyed, and make her whole for any loss of earnings (with interest) suffered because of the unlawful action against her.

(b) Remove from Cleata Draper's files all references to her discharge and notify her in writing this has been done and that evidence of her unlawful discharge will not be used against her in any way.

(c) Preserve and, on request, make available to the Board or its agents, for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Order.

(d) Post at its Malvern, Arkansas facility, copies of the attached notice marked "Appendix.<sup>8</sup>" Copies of the notice, on forms provided by the Regional Director for Region 26, after being signed by the Company's authorized representative, shall be posted by the Company immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Company to ensure that the notices are not altered, defaced, or covered by any other material.

(e) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Company has taken to comply.

<sup>8</sup>If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

#### APPENDIX

NOTICE TO EMPLOYEES  
POSTED BY THE 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 and protection  
To chose not to engage in any of these protected concerted activities.

WE WILL NOT discharge our employees because of their activities on behalf of United Steelworkers of America, AFL-CIO, CLC or any other labor organization.

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

WE WILL offer Cleata Draper immediate and full reinstatement to her former job or, if her former job no longer exists, to a substantially equivalent position without prejudice to her seniority or any other rights or privileges previously enjoyed

and WE WILL make her whole for any loss of earnings and benefits resulting therefrom less any net interim earnings, plus interest.

WE WILL remove from our files any reference to Draper's discharge and WE WILL notify her in writing this has been done and that evidence of her unlawful discharge will not be used against her in any way.

NMC FINISHING, INC., D/B/A NICKELL  
MOULDING, INC.