

charge of Swanson but the Act, as the Trial Examiner sees it, does not authorize the Board to direct the agent of a labor organization to reimburse an employee for back pay lost as a result of discriminatory action against him. Section 10 (c) provides that in the Board's remedial order, it may require back pay of an "employer" or "labor organization," no reference is made to an agent of a labor organization, even though Section 8 (b) specifically prohibits the commission of unfair labor practices by labor organizations and their agents. In view of the specific inhibitions imposed upon a "labor organization" and its "agents" by Section 8 (b), and the definition of a labor organization in Section 2 (5) of the Act, it may be assumed that Congress intended the term "labor organization" as used in Section 10 (c) to include its "agents." The coupling of the words "labor organization" and "agents" in Section 8 (b) by specific use of the terms and the omission of "agents" from the relevant provision of Section 10 (c) further evidences a statutory design to limit the obligation for back pay to employers and unions, and not their agents. Consequently, the writer will not recommend that Respondent Machak reimburse Swanson for wage losses resulting from the discrimination against him.

Upon the foregoing findings of fact, and upon the entire record in the case, the Trial Examiner makes the following:

CONCLUSIONS OF LAW

1. The operations of V. N. DePrizio, d/b/a DePrizio Construction Company, constitute trade, traffic, and commerce among the several States within the meaning of Section 2 (6) and (7) of the Act.

2. International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, AFL, Local 179, is a labor organization within the meaning of Section 2 (5) of the Act, and Rudolph Machak is its business agent.¹⁶

3. By causing the Employer, V. N. DePrizio, d/b/a DePrizio Construction Company, to discriminate in regard to the hire and tenure of employment of Raymond Swanson, in violation of Section 8 (a) (3) of the Act, the Respondent Union and Respondent Rudolph Machak, have engaged in and are engaging in unfair labor practices within the meaning of Section 8 (b) (2) of the Act.

4. By interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act, the Respondent Union and Respondent Rudolph Machak have engaged in and are engaging in unfair labor practices within the meaning of Section 8 (b) (1) (A) of the Act.

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

[Recommendations omitted from publication.]

¹⁶ Though the complaint refers to Machak as "President" of Local 179, he testified at the hearing herein that he was its "Business Agent," and the Trial Examiner so finds

PLAYWOOD PLASTICS Co., INC. *and* UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, AFL. *Case No. 6-CA-802. October 11, 1954*

Decision and Order

On June 28, 1954, Trial Examiner Herbert Silberman issued his Intermediate Report in the above-entitled proceeding, finding that the Respondent had not engaged in the unfair labor practices alleged in the complaint and recommending that the complaint be dismissed in its entirety, as set forth in the copy of the Intermediate Report attached hereto. Thereafter, the Respondent filed a brief in support of the Intermediate Report and certain exceptions to subordinate findings therein. The Union and General Counsel filed no exceptions or briefs.

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 Intermediate Report,¹ the exceptions² and brief, and the entire record in the case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner.

[The Board dismissed the complaint.]

¹ In paragraph 5 under section III, B, the Intermediate Report recites that Jacksier, in reply to Mrs Drabert's statement that he believed she was an instigator of the union effort at the plant, replied that was "for a fact." The record shows that the quoted phrase should be "just for effect." We merely note this error. It does not affect the Trial Examiner's ultimate findings or our concurrence therein.

² On September 16, the Board received from the Respondent a motion to withdraw its exceptions. The Board having already reviewed the record in this case and having concluded to adopt the Intermediate Report, the motion appears to be moot.

Intermediate Report

STATEMENT OF THE CASE

Upon a charge and an amended charge duly filed by United Brotherhood of Carpenters and Joiners of America, AFL, herein called the Union, the General Counsel of the National Labor Relations Board by the Regional Director for the Sixth Region (Pittsburgh, Pennsylvania), issued a complaint, dated March 10, 1954, against the Respondent, Playwood Plastics Co., Inc., alleging that the Respondent had engaged in and was engaging in unfair labor practices affecting commerce within the meaning of Section 8 (a) (1) and Section 2 (6) and (7) of the National Labor Relations Act, 61 Stat. 136, herein called the Act. Copies of the charges, complaint, and notice of hearing thereon were duly served on the parties. The Respondent in its answer, verified March 19, 1954, denied that it had engaged in or was engaging in any unfair labor practices in violation of the Act.

Pursuant to notice, a hearing was held on April 29, 1954, at Coudersport, Pennsylvania, before Herbert Silberman, the duly designated Trial Examiner. The General Counsel and the Respondent were represented at the hearing by counsel and the Charging Union by its general representative. Full opportunity to be heard, to examine and cross-examine witnesses, to introduce evidence pertinent to the issues, to present oral argument, and to submit briefs to the Trial Examiner was afforded all parties. The General Counsel and Respondent filed briefs with the Trial Examiner which have been carefully considered.

Upon the entire record in the case, and from my observation of the demeanor of the witnesses, I make the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE RESPONDENT

The Respondent, a New York corporation, having its principal office in New York, New York, is a subsidiary of Transogram Company, Inc. It operates a plant in Roulette, Pennsylvania, which is the only facility of the Respondent involved in this proceeding, where it finishes, assembles, and packs toys and furniture from parts which are machined or subfabricated by other plants owned by Transogram Company, Inc. During the calendar year 1953, which period is representative of all times material hereto, the Respondent sold and shipped from its Roulette plant goods and merchandise, valued in excess of \$300,000, of which more than two-thirds was shipped across State lines from the Company's plant in Roulette, Pennsylvania, to points outside the State of Pennsylvania. During the same period Respondent made purchases of material exceeding \$100,000 in value, all of which were shipped to its Roulette plant from points outside the State of Pennsylvania.

Respondent admits that it is engaged in commerce within the meaning of the Act.

II. THE LABOR ORGANIZATION INVOLVED

United Brotherhood of Carpenters and Joiners of America, AFL, is a labor organization within the meaning of Section 2 (5) of the Act.

III. THE ALLEGED UNFAIR LABOR PRACTICE

A. *The issues*

The Respondent employs 20 women and 5 men at its Roulette plant who are supervised by Jack Jacksier, the factory manager. He, in turn, is subject to the direction of other officials of the Company who maintain their offices in New York City. Included among these company officials is Michael Weiss, who is purchasing agent for both the Respondent and its parent concern, Transogram Company, Inc.

Union activity among Respondent's Roulette employees began about January 10, 1954, when Wilma Greenhill invited Martin C. McIntyre, general representative of the Union, to organize the plant personnel. On January 18, 1954, McIntyre met with a group of seven employees, including Wilma Greenhill. All the employees who attended the meeting signed applications for membership in the Union. The application cards also authorized the Union to act as the signers' bargaining representative. Thereafter, additional employees executed similar application cards. On January 20, McIntyre mailed a letter to the Respondent advising that its employees had designated the Union as their collective-bargaining representative and requesting a meeting for the purpose of engaging in collective-bargaining negotiations. About the same time the Union filed a petition for certification of representatives with the Board and on January 22, 1954, Respondent received notice that such petition had been filed.

All the incidents relevant to the issues in this proceeding occurred within the 2 weeks' period between January 22 and February 6, 1954. Upon receiving the Union's letter, Jacksier telephoned Weiss and apprised the latter of the Union's claim to represent the Respondent's employees. A few days later Weiss left New York for Roulette, arriving at the plant on the morning of January 26. In the meantime, about January 22, Jacksier learned from Dick Birosh, one of the employees at the Roulette plant, that "most of the girls had signed cards with the Union" and that Wilma Greenhill was the individual who first had contacted the Union. The next evening Jacksier telephoned Mrs. Greenhill. The General Counsel contends that statements made by Jacksier to Mrs. Greenhill during their telephone conversation constituted threats of reprisal in violation of Section 8 (a) (1) of the Act. In addition, the General Counsel offered evidence purporting to prove that, during the following week, Jacksier questioned various employees concerning their membership and the membership of other employees in the Union and threatened employees that the plant would be closed or that their jobs would be placed in jeopardy if the Union should be designated as the employees' representative. Jacksier, although admitting that various employees volunteered information to him concerning organizational activities at the plant, denied that he had interrogated or had threatened any employees in connection with their union activities. The General Counsel also contends that Weiss engaged in unlawful conduct in aid of Respondent's effort to defeat the organization of its employees. Upon his arrival at the plant on January 26, Weiss proceeded to interview the employees in groups of 2 to 4. It is alleged that, in the course of the interviews, Weiss unlawfully questioned employees about their membership in the Union and threatened them with economic reprisals for the purpose of discouraging their union activity. Weiss denied having engaged in any unlawful conduct while interviewing the employees.

In addition to Jacksier's and Weiss' denials of the incriminatory testimony adduced on behalf of the General Counsel, as a defense, Respondent contends that the coercive effects of the proscribed conduct on the part of its agents, if any, were promptly and effectively dissipated by assurances against reprisals given the employees by Weiss at a meeting he held with all the employees about February 6, 1954.

B. *The alleged proscribed conduct on the part of Jacksier*

Proof of the allegations that Jack Jacksier infringed upon the rights guaranteed employees by Section 7 of the Act rests upon the testimony of five employees who were called as witnesses at the hearing in this proceeding by the General Counsel. The relevant portions of their testimony are, as follows:

Wilma Greenhill: Mrs. Greenhill was a leader among the employees in prompting the Union and this fact was reported to Jacksier about January 22. The next night Jacksier telephoned Mrs. Greenhill. According to her testimony on direct examination, Jacksier said, "He had talked to some of the girls and they said I was the main instigator of the union, and he didn't think it was very nice of me to do it, because I was putting the girls out of work, and I should be ashamed of myself and my conscience should bother me; that they would take the plant out, and if they did it would be my fault." Mrs. Greenhill further testified that the next day, on two separate

occasions, Jacksier said to her, "There wasn't any machines in the plant that was worth anything, and that they could easily move them out." Also, on one of these occasions, Jacksier showed her a blank union application card and inquired whether she had signed one. Mrs. Greenhill admitted that she had done so. On cross-examination, Mrs. Greenhill weakened her initial testimony concerning her personal conversations with Jacksier by testifying, as follows:

Q. He told you that in the first conversation?

A. Yes.

Q. That there was no machinery in the plant that was worth anything, and it could be moved out?

A. Yes.

Q. Did he ever repeat that statement to you again?

A. He might have the next morning.

Q. Did he?

A. I don't know.

Q. Did he repeat it at any time after that?

A. I couldn't say.

However, later during her cross-examination but with some variation, she reaffirmed her earlier testimony concerning Jacksier's threats that the plant would be closed.

Iyllis Baker: Iyllis Baker attended the January 18 union organizational meeting. She testified that a few days later, as Jacksier was passing behind her while she was at work, he said to her, "If a union comes in, this plant is going to be closed." About the same time, Jacksier asked Baker how many of the girls signed union applications. Thereafter, Baker had several conversations with Jacksier during which, according to her testimony, "He tried to tell me that the company would do more for us than the union would, and he didn't know why I thought a union could do more."

Alta Drabert. Mrs. Drabert signed a union application card at the January 18 meeting. She testified that on January 25 she had a conversation with Jacksier during which she told Jacksier that she had heard that Jacksier believed she was an instigator of the union effort at the plant and he replied, that was "for a fact." There was further discussion about the Union, and Jacksier "said something about the meeting being held up at Greenhill's" (reference being to the January 18 meeting), and Mrs. Drabert corrected him by telling him that the meeting had been held at the Stillwells' residence. Mrs. Drabert also testified that she had an interview with Weiss at which Jacksier and Leona Birosh, Jacksier's secretary, were present. In the course of the meeting Mrs. Drabert and Jacksier left the room while Mr. Weiss was engaged in a private telephone conversation. While in the hall Jacksier said to Mrs. Drabert, "That just because they had the plant in Roulette they didn't have to run it, that they had used it for a warehouse before and they could continue to do so."

Phyllis Vicic: Phyllis Vicic signed a union application card 2 days after the January 18 organizational meeting. She testified that a few days later Jacksier said to her, "Floss, I haven't asked you how you feel about this." Vicic replied, "I haven't made up my mind yet. I don't really know how I feel about it. I will have to think about it and see." She further testified that Jacksier talked to her at different times about other girls and why they wanted a union in the plant, or why they felt "that way about it."¹

Nava Clark: Miss Clark attended the January 18 meeting. During the next week Jacksier said to her that she was foolish, like the rest of the girls (referring to her union adherence). Also, one day Jacksier asked her whether she had changed her mind yet (again referring to her union adherence). When she replied in the negative, Jacksier said, "Even if it meant my [Clark's] job." On one further occasion, Jacksier asked Miss Clark if she had signed "one of those cards."

Jack Jacksier, Respondent's factory manager, testified that he maintains a cordial relationship with the employees, has frequent discussions with them about their personal affairs during lunch hours and at other times, and many employees volunteered information to him concerning the Union's organizational efforts at Respondent's Roulette plant. Also, he testified that many employees freely told him that they had joined the Union, although in all such instances these confessions were accompanied by expressions of regret. However, Jacksier generally or specifically denied all the incriminatory remarks attributed to him by various witnesses who testified

¹ Phyllis Vicic also testified concerning a conversation with Jacksier in connection with her refusal to sign a "paper" that had been circulated in the plant. However, because the nature of the "paper" was not adequately explained at the hearing and no reference thereto is contained in the complaint, Vicic's testimony concerning her conversation with Jacksier in that connection has no probative value with respect to the issues in the case.

on behalf of the General Counsel. These denials, therefore, bring into issue the credibility of various portions of the testimony discussed above.

With respect to Wilma Greenhill's testimony; Jacksier admitted that he had telephoned Mrs. Greenhill. He testified that, "I asked her why she had started an action of this kind, and that I was ashamed of myself for them going to somebody with complaints, because I thought I had been doing a competent job, and I was a little concerned about what the New York office might think of a thing like this coming up." Jacksier, however, denied that he thereafter spoke to Mrs. Greenhill about the Union or at any time said to her that the machines in the plant were not worth anything and could easily be moved out. He likewise denied that he questioned Mrs. Greenhill about signing a union card. Apart from Jacksier's denial of the various incriminatory remarks attributed to him by Mrs. Greenhill, I find that Mrs. Greenhill was not a reliable witness. Possibly because of lack of familiarity and experience with formal hearings she was nervous and uneasy while in the witness' chair, or possibly because of faulty memory, particularly with respect to her conversations with Jacksier and Weiss, Mrs. Greenhill appeared to be uncertain and confused concerning the events about which she was interrogated. This was reflected by the extreme hesitation with which she answered the questions addressed to her and the internal inconsistencies of various parts of her testimony.² Accordingly, I do not credit Wilma Greenhill's testimony that Jacksier interrogated her about her membership in the Union and directed threats to her that the Respondent might close its Roulette plant.

I have considered the testimony of Iyllis Baker, Alta Drabert, Phyllis Vivic, and Nava Clark, who were witnesses called on behalf of the General Counsel, and the testimony of Jacksier, who was a witness called by the Respondent, separately and in relation to all other evidence adduced at the hearing and, despite Jacksier's denials, I credit the following:

1. Iyllis Baker's testimony that Jacksier said to her, "If a union comes in, this plant is going to be closed," and that Jacksier asked her how many girls had signed union applications.³

2. Alta Drabert's testimony that, on the day she was interviewed by Weiss, Jacksier said to her, "That just because they had a plant in Roulette they didn't have to run it, that they had used it as a warehouse before and they could continue to do so."⁴

² An example of such inconsistency in Mrs. Greenhill's testimony is reflected in the summary set forth above. Another example is found in her testimony concerning her interview with Weiss. Mrs. Greenhill testified on direct examination that, "He [Weiss] said that there wasn't any machinery in the plant but what could be taken out, that the value of it wasn't anything; they intended to keep the plant in Roulette; they didn't want to be pushed out." However, on cross-examination, she testified:

Q How many times did you talk to Mr. Jacksier over the telephone?

A. Once.

Q Are you sure that he told you that the plant was going to be moved away from Roulette?

A. Yes.

Q But Mr. Weiss told you that they intended to keep it there, didn't he?

A. Yes.

Q Did you ask him which one of them was telling the truth about it?

A. No, I didn't.

Q Didn't it appear to you to be contradictory?

A. Yes, it did.

But later during her cross-examination, she testified:

Q Did you ask him [Weiss] anything about the continued operation of the shop?

A. No.

Q When you had your talk with him?

A. No.

Q Did he mention anything about the continued operation of the plant when you had your talk with him in the office?

A. I don't remember.

³ Jacksier did not deny Baker's testimony that he tried to tell her that the Company would do more for the employees than the Union would and he did not know why the employees thought the Union could do more. However, these remarks contain no threat of reprisal and accordingly may not be relied upon to support the allegations of the complaint.

⁴ Mrs. Drabert's testimony that she told Jacksier she had heard that the latter believed she was an instigator of the union effort and that she had corrected Jacksier's inaccurate

3. Phyllis Vivic's testimony that Jacksier asked her how she felt about the Union.⁵

4. Nava Clark's testimony that Jacksier questioned her as to whether she had signed a union application card and whether she had changed her mind about continuing her membership in the Union even if it meant her job.

C. The alleged proscribed conduct on the part of Weiss

Michael Weiss testified that after his arrival at the Roulette plant in the morning of January 26, he held a series of meetings with the employees. These meetings took place in Jacksier's office with Jacksier and his secretary, Leona Birosh, present. Jacksier escorted the employees, usually in groups of two or more, into the office to meet with Weiss. In this way Weiss succeeded in interviewing all the plant employees. The meetings all followed substantially the same pattern. Weiss prefaced his remarks with the statement that the employees were not obliged to talk to him, and were free to leave the office at any time without being subject to any penalty for doing so. No employee availed himself of the privilege of leaving. The discussions largely related to suggestions for improving working conditions at the plant. Weiss inquired whether the employees had any grievances or complaints against the Company, including its factory manager at Roulette, and also why they wanted a union. Several girls told Weiss that they were talked into joining the Union by others and after thinking it over really did not want the Union.⁶ Also, there were discussions about various complaints in connection with conditions of employment at the Roulette plant and Weiss told those employees who raised the question that the Respondent had no intention of closing its Roulette plant.⁷ Weiss specifically denied that he had asked any employee whether he had signed a union card or joined the Union, although Weiss testified that some employees volunteered information to him concerning their union membership.

The General Counsel contends that Weiss, in the course of his separate interviews with the employees at Respondent's Roulette plant, infringed upon the rights guaranteed them by Section 7 of the Act. However, the General Counsel did not indicate either at the hearing or in his brief which testimony he relies upon to prove this contention. The only witnesses who gave testimony which even remotely support the allegations in the complaint that Weiss interrogated employees concerning their union membership and activity and threatened employees with economic reprisals to discourage such membership and activities were Wilma Greenhill, Ivlis Baker, Alta Drabert, and Beverly Mitchell.

As noted above, on her direct examination, Mrs. Greenhill testified that Weiss hinted that the Respondent might close its Roulette plant by saying to her, "That there wasn't any machinery in the plant but what could be taken out, that the value of it wasn't anything." However, according to her testimony, Weiss also said to her at the same time, "They intended to keep the plant in Roulette; they didn't want to be pushed out." This self-contradictory testimony was entirely repudiated by Mrs. Greenhill when on cross-examination she testified that she did not remember whether Weiss mentioned anything about the continued operation of the shop during their talk in Jacksier's office.

Ivlis Baker testified that during her conversation with Weiss he said, "There was some papers going around the plant." She inquired whether he meant applications for membership in the Union. When Weiss answered in the affirmative she told him that she had signed one. Mrs. Baker acknowledged that Weiss did not ask her directly whether she had signed a union application card. In view of the fact that when Weiss began interviewing the employees he must have known by reason of the information previously volunteered to Jacksier by various employees that a substantial majority had signed union application cards, there is no more reason to construe

information concerning the place where the January 18 union meeting had been held does not constitute evidence of any unlawful attempt on Jacksier's part to secure information from Mrs. Drabert concerning the employees' union activities.

⁵ In the light of Jacksier's friendly relations with the employees and the knowledge he acquired that a majority favored the Union, his conversations with Vivic about why the employees wanted a union was not coercive.

⁶ See *N. L. R. B. v. Associated Dry Goods Corporation*, 209 F. 2d 593 (C. A. 2).

⁷ The foregoing summary of Weiss' interviews with the employees is based upon the credited testimony of various witnesses who testified on behalf of the General Counsel and on behalf of the Respondent.

Weiss' remark to Mrs. Baker about "papers going around the plant" as a subtle attempt to elicit information from Mrs. Baker concerning her union sympathies than as an introduction to the principal subject about which he wished to talk to her, namely, the employees' grievances against the Company. In the circumstances, I consider that Mrs. Baker freely volunteered to Weiss the information that she had signed a union application card and the incident does not constitute evidence of proscribed conduct on the part of Weiss.

Alta Drabert testified that Weiss asked her whether she had signed "one of those papers for the union" and when she replied in the affirmative, he asked her what she expected to gain through a union. However, Mrs. Drabert admitted that she volunteered a good deal of information in her conversation with Weiss including information that she had consulted her sister about her union adherence and that she probably would not vote for the Union. Mrs. Drabert's testimony with respect to her conversation with Weiss when considered in its entirety raises a question as to whether she freely volunteered to Weiss the information concerning her union membership or whether it was obtained from her by reason of coercive interrogation. Because of this uncertainty in Mrs. Drabert's testimony and further because Weiss, who impressed me as being a credible and reliable witness, denied that he had interrogated any employee, I do not find Alta Drabert's testimony constitutes evidence of unlawful interrogation on the part of Weiss.

Mrs. Drabert also testified that, "Mr. Jacksier brought up [at the meeting with Weiss] that for about two weeks there wasn't much to do in the plant, but they kept us on because, Mr. Weiss said, if they had known that we had a union we wouldn't have been kept on." The witness' statement that there was not much to do in the plant was a reference to a period of time when there was a shortage of supplies at the plant. Beverly Mitchell testified that during her interview with Weiss, although the latter did not mention the Union, "he said we had gone outside to get help, and that they didn't want to cooperate with outside help. He didn't ask anything about signing the card or anything, but he said that it took a very good girl to admit she was wrong. He said the eraser on a pencil could do a hell of a lot." This testimony by Mrs. Drabert and Mrs. Mitchell I find is too ambiguous upon which to base any finding of coercion, restraint, or interference.

There is no substantial evidence that, in the course of the interviews which began on January 26, Weiss unlawfully interrogated any employees or threatened any employee with reprisals because of union membership or activity or attempted to dissuade any employees from continuing their union adherence by promises of benefit. Nor do I find in all the circumstances of the case that because the meetings between Weiss and the employees were held in Jacksier's office his remarks acquired a coercive meaning which they do not otherwise have.⁸ The evidence does not establish that the interviews were conducted in an atmosphere of coercion. The employees were not interviewed in complete privacy. In every instance two or more employees, apart from Jacksier, were present at each meeting. The employees who were questioned testified that the talks were friendly and they felt at ease during the meetings with Weiss. Accordingly, I do not find that the statements made by Weiss during his meetings with the employees nor the meetings themselves constituted violations of Section 8 (a) (1) of the Act.

D. The February 6 meeting

About February 6, at the request of some of the employees, Weiss met with all the employees about one-half hour before the plant's usual closing time. The meeting largely was devoted to Weiss' answering questions asked him by Iyllis Baker from a sheet of paper which was handed to her when the meeting began. Among the questions asked by Mrs. Baker was, "When this is all over, will there be any reprisals against the employees?" Weiss replied that, "We do not engage in reprisals, that there would be no reprisals, irrespective of what the outcome of the election might be." In response to another question from Mrs. Baker or another employee, Weiss emphatically asserted that the Respondent had no thought of closing its plant and moving out of Roulette. He specifically denied an item which had appeared the previous week in a local newspaper to the effect that Respondent was planning to shut down its Roulette plant. Weiss also, in response to a question, advised the employees that the Respondent would negotiate with anybody who represented the majority of the employees in the plant. I credit Weiss' version of the transactions at

⁸ Cf. *American Sheet Metal Works*, 106 NLRB 154.

the February 6 meeting with the employees which, in most particulars, was corroborated by the testimony of other witnesses at the hearing.

E. Conclusions

Contrary to the General Counsel's contention, I have not found that Michael Weiss engaged in any conduct proscribed by the Act. On the other hand, nothing more present in this case, the above findings concerning Jacksier's conduct would support the conclusion that the Respondent had interfered with, restrained, and coerced employees in the exercise of rights guaranteed in Section 7 of the Act. However, the Respondent argues that the effect of any improper activity on the part of Jacksier which is attributable to the Respondent was dissipated by the subsequent conduct of Jacksier's superior, Michael Weiss, and the Respondent is therefore absolved from responsibility for Jacksier's antiunion statements.

The Respondent's contention in this regard has merit. While it is true that the unlawfulness of infringements upon employees' statutory rights is not a direct function of the effectiveness of the proscribed conduct,⁹ on the other hand, the Board does not exaggerate the significance of every evanescent intrusion upon such rights by finding an unfair labor practice in violation of Section 8 (a) (1) of the Act. It views a supervisor's interdicted statements in the light of the entire factual background in determining whether to sustain or dismiss a complaint alleging coercion, restraint, and interference with rights guaranteed employees by Section 7 of the Act.¹⁰ Thus, isolated and vagrant coercive statements by an employer's supervisor alone are usually not deemed sufficient to constitute an unfair labor practice.¹¹ Similarly, an employer may be relieved from accountability under the Act for a supervisor's censurable statements to employees by appropriate and effective repudiation thereof.¹² Such disavowal must be timely, specific, unambiguous, and of sufficient scope to dissolve the coercive consequences of the supervisor's antecedent acts before the Board will excuse the employer from responsibility therefor.¹³

All the proscribed conduct on the part of Jacksier occurred between January 22 and January 26. About February 6, which was only 2 weeks after the commencement of such activity, Jacksier's superior, Michael Weiss, unequivocally advised all the employees that the Respondent would not engage in any reprisals against employees because of union membership or activity, would bargain with any duly designated representative of the employees and, finally, was not contemplating removal of its Roulette plant. These statements by Weiss served to clearly contradict and repudiate such prior threats as I have found Jacksier made to various employees. The instances of interrogation of employees by Jacksier were intimately coupled with his threats that the Respondent might close its Roulette plant in the event the employees were successful in designating a collective-bargaining representative. Having concluded, however, that the coercive effects of Jacksier's threats were overcome by Weiss' timely, specific, and unambiguous assurances to the employees, I further find that Weiss' statements to the employees likewise dissipated the coercive consequences attendant upon Jacksier's questioning employees concerning their union membership and sympathies. Accordingly, I do not find, upon a preponderance of the evidence in this case, that the Respondent has violated Section 8 (a) (1) of the Act.

CONCLUSIONS OF LAW

1. Playwood Plastics Co., Inc., is, and at all times relevant herein was, engaged in commerce within the meaning of Section 2 (6) and (7) of the Act.

2. The Respondent has not engaged in any unfair labor practices within the meaning of the Act.

[Recommendations omitted from publication.]

⁹ *Progressive Mine Workers v. N L R B.*, 187 F. 2d 298, 301 (C. A. 7). See *Republic Aviation Corp v. N L R B.*, 324 U. S. 793, 797-798, 800

¹⁰ Fifth Annual Report of the National Labor Relations Board, page 37.

¹¹ *West Texas Utilities Company, Inc.*, 85 NLRB 1396, 1400, enf'd. 184 F. 2d 233 (C. A., D C), cert denied 341 U. S. 939 ; *Louisville Title Agency*, 85 NLRB 1344.

¹² *Livingston Shirt Corporation, et al.*, 107 NLRB 400 ; *Sinclair Refining Company*, 20 NLRB 800, 804.

¹³ *H. I. Goode*, 101 NLRB 43, 53 ; *Chicopee Manufacturing Corporation of Georgia*, 85 NLRB 1439, 1442 ; *Fulton Bag and Cotton Mills*, 75 NLRB 883, 884.