The Foundation and Sales Corporation are engaged in a multistate enterprise of considerable magnitude. In 1965, the Foundation had income of $2,200,000 and expenses of $2,800,000. During that year, it made purchases in excess of $50,000 of materials which were shipped into the State of California from sources outside that State. It expected to receive income in excess of $500,000 in both 1966 and 1967 from its New Jersey and Maryland projects. The Foundation remits to the Sales Corporation sufficient funds to meet the latter's expenses. During the first 8 months of 1966, money so remitted amounted to approximately $143,000. The projected total number of housing units for the existing "Leisure World" communities is 55,000, valued at more than $1 billion.

The Foundation and the Sales Corporation are unquestionably engaged in commerce within the meaning of the Act. Together they constitute a multistate enterprise of very substantial scope. They are not representative of purely localized residential housing ownership and management. Although we accept the separate employer status of Rossmoor Corporation and the Foundation, their operations are nevertheless closely intertwined and there is considerable holding out to the public that they are a single enterprise. A strike of Foundation or Sales Corporation employees is likely to have an impact upon commerce considerably greater than that exerted upon commerce by a labor dispute affecting a purely local residential housing project. Under these circumstances, we find that it will effectuate the policies of the Act to assert jurisdiction herein.[1]

2. The labor organization involved claims to represent certain employees of the Employer.

3. A question affecting commerce exists concerning representation of employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.

4. The Petitioner seeks to represent a unit of all salesmen and sales counselors at the Employer's office in Cranbury, New Jersey, excluding office clerical employees, hostesses, guards, professional employees, and supervisors as defined in the Act. The Employer takes no position on the unit question.

There is no history of collective bargaining at the Cranbury site. The sales personnel are paid on a commission basis and are under the supervision of a sales manager. They meet and correspond with prospective residents and endeavor to sell them shares of stock in the mutual housing corporations. In view of these facts and the Employer's failure to object to the unit proposed by the Petitioner, we find that the following employees constitute a unit appropriate for collective bargaining within the meaning of Section 9(b) of the Act.

All salesmen and sales counselors of the Employer employed at its Cranbury, New Jersey, office, excluding office clerical employees, hostesses, guards, professional employees, and supervisors as defined in the Act.

[Text of Direction of Election[2] omitted from publication].[2]

---

[1] Cf *Trade Winds Motor Hotel & Restaurant*, 140 NLRB 567

[2] An election eligibility list, containing the names and addresses of all the eligible voters, must be filed by the employer with the Regional Director for Region 22 within 7 days after the date of this Decision and Direction of Election The Regional Director shall make the list available to all parties to the election No extension of time to file this list shall be granted by the Regional Director except in extraordinary circumstances Failure to comply with this requirement shall be grounds for setting aside the election whenever proper objections are filed *Excelsior Underwear Inc*, 156 NLRB 1236 .

C & C Packing Company *and* Amalgamated Meat Cutters and Butcher Workmen of North America, Local No. 448, AFL-CIO. Case 28-CA-1370.

March 29, 1967

DECISION AND ORDER

BY CHAIRMAN MCCULLOCH AND MEMBERS BROWN AND JENKINS

On December 8, 1966, Trial Examiner Eugene K. Kennedy issued his Decision in the above-entitled proceeding, finding that 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, Respondent filed exceptions to the Trial Examiner's Decision and a supporting brief. The General Counsel filed an answer to the Respondent's exceptions and a supporting brief.

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 this case to a three-member panel.

The Board has reviewed the rulings of the Trial Examiner made at the hearing and finds that no prejudical error was committed. The rulings are hereby affirmed. The Board has considered the Trial Examiner's Decision, the exceptions and answer thereto, the supporting briefs, and the entire record in this case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner.

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 below, and orders that the Respondent, C & C Packing Company, Phoenix, Arizona, its officers, agents, successors, and assigns, shall take the action set forth in the Trial Examiner's Recommended Order, as herein modified.

Insert the following as the last paragraph in the notice attached to the Trial Examiner's Decision:

> WE WILL NOT in any like or related manner interfere with, restrain, or coerce our employees in their right to self-organization, to form, join, or assist Amalgamated Meat Cutters and Butcher Workmen of North America, Local No. 448, AFL–CIO, or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and to refrain from any and all such activities.

TRIAL EXAMINER'S DECISION

STATEMENT OF THE CASE

EUGENE K. KENNEDY, Trial Examiner: This matter was tried in Phoenix, Arizona, on August 24 and 25, 1966.[1] It involves a question of whether C & C Packing Company, herein Respondent, violated Section 8(a)(5) of the National Labor Relations Act, as amended, by its failure to bargain in good faith.

Upon the entire record, my observation of the witnesses and their demeanor, and briefs submitted by the General Counsel and Respondent, I make the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE COMPANY AND THE JURISDICTION OF THE BOARD

At all times material herein Respondent has maintained its principal office and place of business in Phoenix, Arizona, where it is engaged in the processing, sale, distribution, and packing of meat and related meat products. During the preceding 12-month period, Respondent, in the course of its business operations, sold and distributed to firms located within the State of Arizona, goods and products valued in excess of $50,000, of which such goods and products valued in excess of $50,000 were shipped from said firms directly to States of the United States other than the State of Arizona. Respondent is now and has been at all times material herein an employer engaged in commerce or in a business affecting commerce within the meaning of the Act.

II. THE LABOR ORGANIZATION INVOLVED

The Amalgamated Meat Cutters and Butcher Workmen of North America, Local No. 448, AFL–CIO, herein the Union, is a labor organization within the meaning of the Act.

III. THE UNFAIR LABOR PRACTICES

A. *Undisputed Events*

Austin C. Allen, secretary-treasurer of the Union for 10 years, filed a petition for an election of Respondent's employees in the unit described below on March 26, 1966, with the National Labor Relations Board. Following this a meeting was held at the Board offices on April 7, 1966. Attending the meeting representing Respondent were Attorneys Lawrence Pavilack and John Gigounas. Also attending for the Union were Allen, the secretary-treasurer of the Union, and International Representative Harold Benninger. In addition, David Crockett, an officer of Respondent corporation, was in attendance in the meeting with Robert Deeney, a representative of the Board.

After discussing a consent election and fixing the date of April 6, 1966, as the cutoff eligibility date for voting in an election, and April 27, 1966, as the date for the consent election, Pavilack inquired whether there was any place he could talk privately with the Union's representatives whereupon the group, except for Deeney, repaired to the library. Then Pavilack asked the union representatives if they would be willing to withdraw the petition for an election if a majority could be proved. Allen stated he wanted to discuss the proposition with Benninger. Actually his prime purpose was to consult with the Union's International vice president before making a definite commitment. Upon being apprised of this development, Deeney requested the petition to be withdrawn apparently to meet the demands of internal Board administrative requirements. Allen told Pavilack he would notify Deeney at the Board office if the Union decided to go to a card check. On April 12, 1966, Allen called Pavilack and informed him the petition for an NLRB election had been withdrawn and then a meeting was arranged for April 14, 1966, with Respondent's representatives.

On April 14, 1966, Allen, Benninger, Pavilack, Gigounas, and the Crocketts, father and son, met at Pavilack's office at 1:30 p.m. Pavilack inquired if the union men had their contract. Allen replied that they did not, that it was his understanding that the meeting had been set up to determine whether the Union did in fact have a majority and the Union would be willing to commence negotiations the following week after it proved the Union represented a majority by means of a card check. Allen then advised Respondent and its attorneys that he had arranged a meeting for a card check at the office of a Federal mediator at 2 p.m. (Allen had first unsuccessfully attempted to have the NLRB perform the card check.) He then obtained the services of William Halloran, a retired Federal mediator, to perform the card check. The Crocketts decided it was not necessary for them to attend the card check and Pavilack, Gigounas, Allen, and Benninger went to the Federal mediator's office in the Federal Building in Phoenix. After introductions, Halloran inquired if there were any problems or challenges on either side before he proceeded to check the union authorization cards against the list of employees. He also made it clear he did not want to get involved with something that might be NLRB business. Both sides assured Halloran there were no objections or challenges. Allen handed Halloran 15 union authorization cards and

[1] The charge in this matter was filed on April 27, 1966, and the complaint issued on May 26, 1966

Pavilack gave Halloran a typewritten list of 22 employees.[2] Halloran went through the cards twice checking them against the employee list and announced the Union had authorization cards for 15 of the employees of Respondent's list of 22. He put the cards in an envelope, sealed it, and signed it, and handed it to Allen. Benninger delivered the sealed envelope with the cards to the Board's office at Deeney's request. After this Allen and Pavilack agreed to meet on April 19 at Pavilack's office to commence negotiations.

On April 15, 1966, Allen received a letter from Pavilack dated the prior day, inviting Allen to submit his contract proposal as soon as possible to make the meeting of April 19, 1966, more productive. Thereafter, on the morning of April 18, 1966, Benninger and Allen in an unsealed envelope delivered two copies of a proposed contract to the office of Pavilack.

At 7:45 on the morning of the next day (April 19, 1966), Allen arrived at his office and found a special delivery letter from Pavilack. Rather than attempt to characterize it, it will be set forth verbatim:

> I have just been informed by our client, C. and C. Packing Company that they desire to have an election to determine whether or not the majority of the employees want to be represented by the Union prior to entering into any negotiations regarding the proposed contract. Mr. M. L. Crockett, President of C. and C. Packing Company, stated that some employees requested him to have an election as they felt that the majority of the employees did not want to be represented by the Union and, therefore, he felt that in order to be fair to all of the employees, an election should be held.
>
> I realize this letter may take you by surprise, but I am just expressing my client's desires and feel that this would probably be fair in light of the fact that some of the employees do not want to be represented by the Union. This would clarify any doubt any of the employees would have in their minds as to whether or not the majority of the employees want to be represented by the Union.
>
> I am in receipt of your proposed contract but I have not opened it in light of the fact that we now desire to have an election prior to entering into negotiations.
>
> We feel this decision should not affect our negotiations and entering into a contract should the employees elect your Union. In order to satisfy all of C. and C. Packing Company's employees, it is felt that an election would be in the best interests of all.
>
> I am sure you understand our position and, therefore, hope that we can arrange for the election at the earliest possible date so that we can begin negotiations on a contract, assuming that the majority of the employees desire to be represented by the Union. I think this would be in the best interests of all. Our meeting set for April 19, 1966 should, therefore, be cancelled. I will be pleased to meet with you and Mr. Deeney at your convenience for the purpose of amicably working out details of the election.
>
> If you have any questions regarding this matter, please do not hesitate to call or write.

Noteworthy in this letter is that there is no claim that the Union's majority was questioned, that the card count was invalid, that the employees didn't understand what they were signing, that the signatures were forged, that the cards were obtained by misrepresentation as to their purpose, or that the card check was not for the purpose of obtaining majority representation.

Gigounas called Allen about 45 minutes after Allen had found the letter. Allen replied that he stood on the results of the card check and requested negotiations be commenced immediately. There was no reply to this request, but a letter, which reiterated the Union's position demanding recognition and commencement of negotiations, was sent to Pavilack. Thereafter Respondent filed a petition for an election and the Union filed unfair labor practice charges.

B. *Defenses of Respondent and an Evaluation of the Testimony*

Gigounas, Pavilack's assistant or associate, testified that at the meeting of April 7, 1966, at the Board, no mention was made of a card check, and that Pavilack said "This is not to impair either parties rights to request an election until there is actually a recognition of the Union by valid means." Allen credibly denied there was any reservation as to the right to hold an election and that the method agreed upon to determine a majority was a card check. He, an experienced union representative of 10 years, persuasively testified with respect to reserving the rights of either party to have an election after a card check in this context of events: "I would be out of my mind."[3] This has reference to agreeing to a reservation of the right of either party to an election after a card check.

On the occasion of the card check on April 14, 1966, at the Federal mediator's office, Gigounas testified that Pavilack said the purpose of the card check "was not for the purpose of recognizing the Union but merely for the purpose of entering into some preliminary discussions to see what grievances there were; and, at that time, we would thus require substantiation by reasonable means that the Union represented a majority."

Halloran who made the card check, a neutral and disinterested party, testified: "No such statement was made. I am certain of that." Halloran gave the impression of forthrightness and is credited while the version of Gigounas is rejected.

At the meeting of April 14, 1966, in the office of Pavilack, Gigounas testified the meeting for April 19, 1966, was then arranged. In his affidavit he states that the meeting was arranged after the card check conducted by Halloran, which was after the meeting in the office of Pavilack.

---

[2] The record reflects there may have been one or two additional employees eligible but even if this was so the Union's majority would not be affected

[3] For additional reasons set forth below the lack of probability inherent in his testimony when considered in the whole context of events compel a rejection of the credibility of the testimony of Gigounas where it conflicts with that of the witnesses of General Counsel in matters significant to the issues here presented. A factor also considered in assessing the credibility of Gigounas includes an observation of his demeanor when testifying

One or two days before the start of the hearing, Respondent called its employees in groups of five and interrogated them with respect to the union authorization cards. It also required them to sign statements concerning the circumstances surrounding the signing of the cards.

The record suggests Respondent was claiming that because some of the employees mainly spoke Spanish they did not know what they were signing. However, at the time of the card check, the same information was available to Respondent. Moreover, the credited and persuasive testimony of Benninger and Allen establishes that partially through the use of an interpreter the employees knew full well the meaning of the authorization cards they were signing.

Respondent called five witnesses who were questioned in late August 1966 just prior to the hearing in an attempt to repudiate the authorization cards they had signed in March 1966.

Andreas Leyba testified he was told there was going to be an election but did not testify as to what the card would be used for.[4]

Concepcion Alvarado testified at the time he signed the authorization card he did not remember the union representative mentioning anything about an election.

Narcisco Nunez recalled something to the effect being said about voting for an election but did not testify as to any representation about the use of the card by any union representative.

Magdaleno Sanchez testified the union representative told him that signing the card would enable him to vote. He did not testify this was the only reason for the representation to him to sign the card.

David Walker testified the union representative told him the reason he wanted the authorization card signed was to get a union started.

It does not require more than a comment that the evidence offered by Respondent is inadequate to impeach the union authorization cards signed by Respondent's five witnesses. Although the cards were obtained for the purpose of an election, no representation was made they were to be used solely for that purpose.[5]

The contention of Respondent that the card check was invalid was based on the following.

(a) The person selected to conduct the card check was unknown to management.

(b) The first apprisal to Respondent of the time of the card check was at the April 14, 1966, meeting.

(c) Although it made no objection to Halloran conducting the card check, Respondent contends the card check was not valid because it had nothing to do with his selection.

(d) The list of employees used by Halloran was not prepared for the specific purpose of a card check.

Illustrative of the testimony and the reason for not finding it credible is the following extract from the testimony of Gigounas. The following testimony was given with respect to his affidavit submitted to the Board:

> Q. (By Mr. Slaff) And there is no question in your mind is there, that when you drew a twelve page affidavit in this case, that you went over it with Mr. Pavilack before you sent it over to our office, is that correct?
>
> A I think we probably did discuss it.
>
> Q. Not "we probably," tell me frankly whether you discussed it or not?
>
> A. I think we discussed it sure.
>
> Q. Not "I think" sir—Now you did in fact—when you drew a twelve-page affidavit that you swore to in an important case, you went over it with your superior before you sent it over to our office, did you not?
>
> A. Oh sure we talked about it.
>
> Q. Yes, I would think so.
>
> A. I say, when I say we discussed it, I think we did discuss it.
>
> Q. Well, is there any doubt in your mind?
>
> A. Not, I don't think—well let me—
>
> Q. Is there any doubt in your mind that you went over this affidavit with Mr. Pavilack before you sent it over to our office?
>
> A. No, there is no doubt in my mind.
>
> Q. And Mr. Pavilack read the affidavit before you sent it over to our office, did he not?
>
> A. That I don't know I could not say.
>
> Q. Well now if you went over it didn't Mr. Pavilack read the affidavit, Mr. Gigounas?
>
> A. If you want—
>
> Q. Will you kindly answer my question, Mr. Gigounas?
>
> A. You asked if Mr. Pavilack read that affidavit and I really don't know.
>
> Q. And you say you do not even know whether Mr. Pavilack, Chief Counsel in this matter, in charge of this case, on an affidavit of twelve pages in his case being submitted to the Board, you do not know whether he read your affidavit, is that your statement?
>
> A. That is correct. We discussed these matters and he may have seen some preliminary drafts.
>
> Q. (By Trial Examiner) Are you talking, are you saying that you do not know whether he read that piece of paper?
>
> A. That is right, the particular one that came to Mr. Slaff.
>
> Q. Or a paper containing substantially the same material were you distinguishing between these two?
>
> A. Sure, he has never—I don't know whether he has ever read this one or not, frankly.
>
> A. Did the drafts contain any different statements than this?
>
> Q. As to this particular matter that we are discussing right now? (Referring to the statement in the affidavit that the April 19, 1966 meeting was set after the card check.)
>
> A. I couldn't tell you, in all honesty, I really don't know.

C. *The Appropriate Unit*

As indicated above, Allen orally and by letter of April 19, 1966, reiterated the Union's demand for recognition based on the Union's majority representation. As admitted in the pleadings the appropriate unit for the purpose of collective bargaining consists of:

> All production and maintenance employees of Respondent, excluding all other employees, office and

---

[4] In view of the fact that a petition for an election was filed by the Union and the Respondent requested an election, it would seem insufficient grounds to invalidate a card even though it was represented it would only be used for an election However, on this record, this question need not be reached

[5] *Shelby Manufacturing Company*, 155 NLRB 464

clerical employees, guards, watchmen and supervisors, as defined in the National Labor Relations Act. The evidence reflects the Union represented a majority in the appropriate unit.

In conclusion it is found that Respondent exercised bad faith in its dealing with the Union and this bad-faith bargaining was a violation of its obligation under Section 8(a)(5) of the Act.

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of Respondent set forth in section III, above, occurring in connection with the operations of 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.

CONCLUSIONS OF LAW

1. Respondent is an employer engaged in commerce and in a business affecting commerce within the meaning of the Act.
2. The Union is a labor organization within the meaning of the Act.
3. All production and maintenance employees of Respondent, excluding all other employees, office and clerical employees, guards, watchmen and supervisors, as defined in the National Labor Relations Act, constitute a unit appropriate for the purpose of collective bargaining within the meaning of the Act.
4. At all times material hereto, a majority of the employees of Respondent in the unit described in paragraph 3, above, designated or selected the Union as their representative for the purpose of collective bargaining with Respondent.
5. By refusing to recognize and bargain with the Union as the exclusive representative of all employees in the aforesaid unit, Respondent has engaged in unfair labor practices within the meaning of Section 8(a)(1) and 8(a)(5) of the Act.

RECOMMENDED ORDER

Upon the basis of the foregoing findings of fact and conclusions of law, it is recommended that Respondent, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Refusing, upon request, to bargain collectively with the Union as the exclusive representative of all employees in the following appropriate unit:

> All production and maintenance employees of Respondent, excluding all other employees, office and clerical employees, guards, watchmen and supervisors, as defined in the National Labor Relations Act, constitute a unit appropriate for the purpose of collective bargaining within the meaning of the Act.

(b) In any like or related manner interfering with, restraining, or coercing its employees in their right to self-organization, to form, join, or assist any labor organization, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.

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

(a) Upon request, bargain collectively with the Union as the exclusive bargaining agent in the unit described herein with respect to rates of pay, wages, hours of employment, and other conditions of employment, and, if an understanding is reached, embody same in a signed agreement.

(b) Post at its plant in Phoenix, Arizona, copies of the attached notice marked "Appendix."[6] Copies of said notice, to be furnished by the Regional Director for Region 28, shall, after being signed by a representative of Respondent, be posted by it immediately upon reciept thereof and be maintained by it for a period of 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(c) Notify said Regional Director, in writing, within 20 days from the date of this Decision, what steps Respondent has taken to comply herewith.[7]

---

[6] 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"

[7] 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 Respondent has taken to comply herewith."

APPENDIX

NOTICE TO ALL EMPLOYEES

Pursuant to the Recommendations 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 refuse to bargain with the Union as the exclusive bargaining representative of our employees in the appropriate unit described below with respect to wages, hours of employment, and other terms and conditions of employment.
>
> WE WILL bargain, upon request, with the Union as the exclusive bargaining representative of all employees in the bargaining unit described below with respect to wages, hours of employment, and other terms and conditions of employment, and, if an understanding is reached, embody such understanding in a signed agreement. The bargaining unit is:
>
> > All production and maintenance employees of Respondent, excluding all other employees, office and clerical employees, guards, watchmen and supervisors, as defined in the National Labor Relations Act, constitute a unit appropriate for

the purpose of collective bargaining within the meaning of the Act.

C & C PACKING COMPANY
(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, Federal Building and United States Courthouse, 500 Gold Avenue, S.W., Albuquerque, New Mexico 87101, Telephone 247-0311.

Local 14, International Association of Bridge, Structural and Ornamental Iron Workers, AFL-CIO *and* United Buckingham Freight Lines, Inc. *and* Local 690, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America. Case 19-CD-114.

March 29, 1967

DECISION AND DETERMINATION OF DISPUTE

BY CHAIRMAN MCCULLOCH AND MEMBERS BROWN AND JENKINS

This is a proceeding under Section 10(k) of the National Labor Relations Act, as amended, following a charge filed on June 16, 1966, by United Buckingham Freight Lines, Inc., herein called the Employer. The charge alleged that Local 14, International Association of Bridge, Structural and Ornamental Iron Workers, AFL-CIO, herein called the Iron Workers, violated Section 8(b)(4)(D) of the Act. On July 6, 1966, the Regional Director for Region 19 issued a notice of hearing. A hearing was held in Spokane, Washington, on July 20 and October 19, 1966, before Hearing Officer Ralph Wilmot. The Employer, the Iron Workers, and Local 690, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, herein called Teamsters, participated in the hearing and were afforded full opportunity to be heard, to examine and cross-examine witnesses, and to adduce evidence bearing on the issues. The rulings of the Hearing Officer are free from prejudicial error and are hereby affirmed. Briefs were filed by the Employer and the Iron Workers and have been duly considered.

Upon the entire record in the case, the National Labor Relations Board[1] makes the following findings:

I. THE BUSINESS OF THE EMPLOYER

The Employer, a Washington corporation, is a motor carrier licensed under the Interstate Commerce Commission, engaged in the transportation business in Washington and other States of the United States, and also in Canada. During the 12 months immediately preceding the hearing, the Employer performed services in excess of $500,000 for customers outside the State of Washington.

We find, accordingly, that the Employer is engaged in commerce within the meaning of the Act, and that it will effectuate the policies of the Act to assert jurisdiction herein.

II. THE LABOR ORGANIZATIONS INVOLVED

The parties stipulated and we find that the Iron Workers and Teamsters are labor organizations within the meaning of Section 2(5) of the Act.

III. THE DISPUTE

The notice of hearing specified that the dispute only concerns the assignment of the following work:

The loading of construction equipment from railroad cars onto the Employer's trucks at Metaline Falls and Ione, Washington, and the unloading of the equipment at the storage yard of Seattle City Light, a public utility corporation, at its Boundary Hydroelectric Project, Pend Oreille County, Washington.

A. *Facts*

Seattle City Light is in the process of having a hydroelectric dam built in the State of Washington.

[1] Pursuant to the provisions of Section 3(b) of the Act, the Board has delegated its powers in connection with this case to a three-member panel.