

Allied Maintenance Corporation and Vincent Marsh.
Case 29-CA-1881

March 22, 1971

DECISION AND ORDER

BY CHAIRMAN MILLER AND MEMBERS JENKINS
AND KENNEDY

On November 5, 1970, Trial Examiner John G. Gregg 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.¹

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 prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Trial Examiner's Decision, the exceptions and brief, and the entire record in this case, and finds merit in Respondent's exceptions. Accordingly, we shall dismiss the complaint for reasons set forth hereinafter.

Respondent provides skycap services for airlines at various airports, including the American Airlines terminal at LaGuardia Airport in New York. Vincent Marsh, the Charging Party, was employed by Respondent as a skycap at this terminal. Marsh was a member of Local 290, United Transport Service Employees, AFL-CIO (UTSE), which had a collective-bargaining contract with Respondent for a unit of skycaps, skycap captains, doormen, and interline baggage men employed at LaGuardia Airport.

On August 1, 1969, Marsh was involved in an altercation with an airline passenger and in violation of a posted rule forbidding such conduct boarded an American Airlines plane without authorization. Respondent immediately suspended Marsh and apparently scheduled a grievance hearing for August 8. On August 6, American Airlines notified Respondent that it did not want Marsh to work at its terminal. On August 8, Respondent notified Marsh that his employment was terminated for refusing to attend the hearing.

Because Marsh claimed that he had not been

notified of the August 8 hearing, Respondent scheduled a new grievance hearing for August 22. Prior to this hearing, Marsh contacted Glenroy Atkinson, who is employed by Respondent as a skycap captain at the Kennedy Airport, also in New York. Atkinson, who was a member of Local 298, UTSE, and also an International representative of UTSE, was appointed by the Union to handle employee grievances. Atkinson arranged a meeting with officials of American Airlines in order to try to persuade American to withdraw its demand that Marsh not be permitted to work at the LaGuardia terminal. Despite Marsh's apology, American Airlines adhered to its demand that Marsh be removed from its terminal. At the grievance meeting on August 22, Marsh's grievance was rejected by Respondent. Respondent explained that it could not force American Airlines to take Marsh back. Since American Airlines' contract with Respondent contained a 30-day termination clause, American could cancel the contract with Respondent and thus terminate all Respondent's employees at the terminal if Respondent insisted on the restoration of Marsh to his former job. But while Respondent rejected Marsh's grievance, it offered Marsh a job at Kennedy Airport. Marsh accepted the Kennedy job, but later changed his mind and turned the job down when he discovered that the work hours conflicted with his college schedule.

The issue as formulated in the complaint is a narrow one: whether by permitting Atkinson, an alleged supervisor, to act for Marsh at the grievance hearing Respondent violated Section 8(a)(1) of the Act. Respondent contends that Atkinson was not a supervisor. But assuming that he was a supervisor, Respondent further argues that at most he was a low-level supervisor, and his representation of Marsh at the grievance hearing did not prejudice any of Marsh's rights. The Trial Examiner found that Atkinson was a supervisor and that by permitting Atkinson to represent Marsh Respondent violated Section 8(a)(1).

The issue of whether Atkinson is a supervisor is an exceedingly close one. Even assuming *arguendo* that the Trial Examiner correctly found that Atkinson was a supervisor, it is clear as urged by Respondent that he was a low-level one. He was a member of UTSE, although of a different local than Marsh and was included in the same bargaining unit as skycaps, although at the Kennedy Airport.² He was a working skycap who pooled his tips with other skycaps. He had no authority to hire, fire, layoff, recall, promote, or discipline employees. He did not handle grievances for Respondent. The Trial Examiner found that he

¹ The Respondent has requested oral argument. This request is hereby denied because the record, the exceptions, and the brief adequately present the issues and the positions of the parties

² At LaGuardia Airport skycap captains were also included in the same unit with skycaps

was a supervisor on the basis that he could assign skycaps to positions where they were needed, and could order or recommend that a skycap who reported unfit for duty return home. But neither of these duties could possibly conflict with Atkinson's representation of Marsh. There is no evidence that Respondent had anything to do with Atkinson's appointment to represent Marsh. As noted, the selection was made by the Union and Marsh contacted Atkinson. There is no evidence that Respondent interfered with Atkinson's intraunion activities, or with his representation of Marsh. There is no complaint that the Union or Atkinson did not fairly represent Marsh. In these circumstances, we believe with Respondent that the Board's decision in *Beach Electric Co., Inc.*, NLRB No. 39, dictates a dismissal of the complaint. In that case, the Board found that an employer had not violated Section 8(a)(2) by the fact that several "low level and intermittent supervisors" were officers of the union. The Board relied on the facts that the supervisors were included in the bargaining unit, and there was no evidence that the employer ever interfered in any specific union activity or ratified the union activity of any of the supervisors. All these factors are equally present in this case. It is true that *Beach* involved an allegation of violation of Section 8(a)(2), whereas in this case the allegation is that Respondent violated Section 8(a)(1). But the principle relating to an employer's responsibility for the intraunion activities of a low-level supervisor is the same.³ Accordingly, we find, contrary to the Trial Examiner, that Respondent did not violate Section 8(a)(1) of the Act by permitting Atkinson to act for Marsh in a grievance proceeding. We shall therefore dismiss the complaint.⁴

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that the complaint herein be, and it hereby is, dismissed in its entirety.

³ *E E E Co., Inc.*, 171 NLRB No. 137, upon which the Trial Examiner relied in making his finding of a Section 8(a)(1) violation is readily distinguishable. In that case the Board found that an employer had violated Section 8(a)(2) by permitting a foreman to act as union steward. However this foreman was the employer's only supervisor and he not only assigned work but could effectively recommend hiring and firing. Thus the foreman's supervisory duties were not marginal and he was not a "low level supervisor." Hence, the foreman steward, who handled grievances for employees and represented them in contract negotiations, was involved in a real conflict of interest. Such is not the case here.

⁴ In view of our decision to dismiss the complaint, we find it unnecessary to consider Respondent's further argument that the complaint should be dismissed as moot because in another case (Case 29-CA-1814), a settlement agreement was entered into whereby Atkinson resigned from his position as international representative of UTSE, and Respondent posted a notice that it would not recognize any supervisor for the purpose of handling grievances.

TRIAL EXAMINER'S DECISION

STATEMENT OF THE CASE

JOHN G. GREGG, Trial Examiner: This case was initiated upon a complaint of the General Counsel of the National Labor Relations Board, herein called the Board, based on a charge filed by Vincent Marsh on December 17, 1969, alleging that Allied Maintenance Corp. of New York, New York, herein called the Respondent or the Company, had engaged in an unfair labor practice within the meaning of Section 8(a)(1) of the National Labor Relations Act. The Respondent's answer denied the commission of any unfair labor practices. Pursuant to notice, a trial was held before me at Brooklyn, New York, on September 2, 1970. All parties were afforded full opportunity to appear, to examine and cross-examine witnesses, and to submit briefs. Briefs were submitted by counsel for the General Counsel and by counsel for the Respondent Company, and have been carefully considered.

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

FINDINGS OF FACT

I. JURISDICTION

The Respondent is, and has been at all times material herein, a corporation duly organized under, and existing by virtue of the laws of the State of New York.

At all times material herein, the Respondent has maintained its principal office and place of business at 2 Pennsylvania Plaza, in New York, New York, herein called the main office, and places of business at various airports in the State of New York, New Jersey, and other States, where it is, and has been at all times material herein, continuously engaged in providing skycaps, baggage handlers, and related services at airports involving the loading and unloading of commercial passenger airlines.

The Respondent annually performs services valued in excess of \$500,000 of which services worth in excess of \$50,000 were performed for interstate airline carriers, which enterprises are instrumentalities of commerce, each having annual gross revenues in excess of \$50,000 from their interstate operations.

The Respondent is, and has been at all times material herein, an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

II. THE LABOR ORGANIZATION INVOLVED

Local 290, United Transport Service Employees, herein called the Union, is, and has been at all times material herein, a labor organization within the meaning of Section 2(5) of the Act.

III. THE ALLEGED UNFAIR LABOR PRACTICES

The complaint alleges essentially that Glenroy Atkinson, at all times material herein was a supervisor within the meaning of Section 2(11) of the Act; that he was an international representative of the Union, whose duties

included the handling of grievances and arbitrations, acting on behalf of the Union; that on August 23, 1969, a hearing was held pursuant to a collective-bargaining agreement in effect between the Respondent Allied and the Union, the issue being whether Charging Party Marsh had been discharged for cause under the terms of the aforesaid agreement; that Atkinson, was permitted by the Respondent Allied to appear and act on behalf of the Union as the representative of Charging Party Marsh at said hearing; and that by the foregoing acts the Respondent Allied interfered with, restrained, and coerced its employees in their exercise of rights guaranteed them by Section 7 of the Act in violation of Section 8(a)(1) of the Act.

A. *The Chronology*

There is no material dispute as to the factual background herein. The Respondent Allied is engaged in the business of providing skycaps, baggage handlers, and related services at airports all over the country, including LaGuardia and the John F. Kennedy Airports. The Respondent has contracts with various airlines including American Airlines at LaGuardia Airport as at other airports around the country where it provides the foregoing service. In addition the Respondent has collective-bargaining agreements with Local 290 United Transport Service Employees, AFL-CIO, and with other unions.

Testimony by Charging Party Vincent Marsh, largely uncontradicted herein, established that on August 1, 1969, Marsh was employed as a skycap by the Respondent at LaGuardia Airport. He was also a member of the Union. On that date he became involved in a dispute with an American Airlines passenger at the terminal. According to Marsh the passenger had arrived at the terminal in a cab, with a large box, which Marsh had some doubt about handling because of its size. According to Marsh the passenger became offensive but Marsh left the scene. In a subsequent encounter a few minutes later, the same passenger became offensive again. Marsh secured permission of his sky captain to get a policeman to have the passenger arrested. He found a Port Authority patrolman, and they proceeded to board the aircraft, followed a minute or two later by several American Airlines supervisors. Marsh was asked whether he wanted to press charges against the passenger and he said he would rather have an apology. When the passenger refused to apologize Marsh was ordered off the plane. The record indicates that an American Airlines rule posted on the Respondent's bulletin boards prohibited skycaps from boarding planes without authorization.

The Respondent thereupon suspended Marsh and a grievance hearing was set for August 8. Glenroy Atkinson, who is employed as a skycap captain for the Respondent at the John F. Kennedy Airport and who is also a member of the Union, was designated by the Union to represent Marsh at the hearing. Atkinson attended the hearing on August 8, but Marsh failed to appear. Following this the Respondent notified Marsh that his employment was terminated. Marsh stated he had not been notified of the hearing.

According to Marsh he felt that the parties had acted "behind my back" and that he had no one to represent him. He then went to get his own attorney. The attorney

requested another hearing which was then scheduled for August 23, 1969.

According to Marsh, prior to this date in a discussion with Atkinson he had been informed by Atkinson essentially that Atkinson's hands were tied because the Respondent did not want to jeopardize its contract with American Airlines. When the hearing convened Marsh's attorney was barred from appearing and was ordered to leave by representatives of the Respondent, and the hearing took place with Atkinson representing Marsh. Marsh stated that after the hearing on August 23 he told Atkinson he would like to go to arbitration but Atkinson stated that the Union did not have the funds needed to do so, that Atkinson would have to get his own attorney.

Subsequently on September 17, 1969, Marsh received a letter from the Respondent notifying him that following the hearing the Respondent concluded he was properly discharged but that based on mitigating circumstances he was offered two employment opportunities—one at John F. Kennedy Airport as a baggage handler with the opportunity to bid a skycap job; the other at Neward Airport for the first available skycap job. On September 24, Marsh replied accepting the offer at John F. Kennedy Airport. When Marsh subsequently reported to work he found that he was on the night shift which conflicted with his school hours. He then refused the job. Based on my observation of the witnesses Marsh as he testified and the largely uncontradicted aspect of his testimony, I credit Marsh's version of the events that transpired.

B. *The Status of Atkinson*

Section 2(11) of the Act defines the term supervisor as any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in conclusion with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

It is well settled that to be classed as a supervisor a person need only have one or more of the types of authority specified in the definition, not all of them, the qualifications applicable in the disjunctive. The Board has held that an employee who has authority responsibly to direct other employees, not merely routine in nature, but requiring the exercise of independent judgment is a supervisor within the meaning of the definition. *Ohio Power Co. v. N.L.R.B.*, 176 F.2d 385 (C.A. 6). Based on my careful consideration of the testimony of record bearing on Atkinson's status I am convinced and I find that he was, at the time material herein, a supervisor within the meaning of the Act. In so finding I have taken the following factors into account, both separately and in their cumulative effect.

First, the testimony of Marsh whom I credit as a straightforward sincere witness indicating that when a skycap is improperly attired or unfit for duty the sky captain, in the absence of a supervisor, will order him to leave the floor. Secondly, testimony of record establishing the fact that for substantial periods of time neither the manager nor his assistant, allegedly the only supervisors at

the operation were physically present at the operation to discharge the supervisory function of management. The manager and his assistant, according to the Respondent, even when at home were readily available at the other end of a telephone. It would seem to me that the basic tenets of good management would require the physical presence of a supervisor for consultation, problem solving, and direction, particularly at a viable operation such as that at LaGuardia Airport, with its thousands of travellers incessantly pouring in and out and its myriad of problems in logistics and human relations. I am convinced from the record that this wide gap in the provision of the supervisory function for skycaps in the terminal operation was filled by the presence of the skycap captains. Marsh testified credibly that skycap captains ordered skycaps to leave the floor when improperly attired or unfit for duty, and provided the direction necessary to keep the operation functioning properly in the absence of the general manager and his assistant. I also credit Marsh's testimony that on occasion skycaps who came in late or drunk were sent home by sky captains.

In his testimony Sky Captain Atkinson stated that he had no authority with respect to the hiring, transferring, suspension, lay off, recall, promotion, discharge, and discipline of other employees, nor did he make effective recommendations with respect to such actions. He stated that he was a working skycap and pooled his tips with the other skycaps at John F. Kennedy Airport where he was employed. This testimony was largely corroborated by Shaw, manager of skycap operations for the Respondent. Shaw also stated that all skycap captains, skycaps, and union personnel with whom the Respondent dealt were specifically advised that the Respondent did not expect one union man to take any disciplinary action against other union men. However, the record indicates that in practice the skycap captain, while within limitations of numbers of personnel and prior selection of personnel for various shifts, did assign skycaps as required for specific functions, to provide wheel chair service, to rearrange positions in covering for lunch periods.

A careful analysis of Shaw's testimony and its substance leads me to the conclusion that the Respondent did not interdict sky captains from disciplining skycaps. Shaw's testimony emphasized the Respondent's laudatory objective of maintaining harmonious relationships between sky captains and skycaps and achieving a high esprit-de-corps among all union members. However he stated that the Company's instructions were that "we do not *expect* any skycap captain who is a member of the union, and they all are members of the union, to take any disciplinary action against another union member who is a skycap." (Emphasis supplied.) Shaw went on to state, "We only say this for the job security of the operation and every individual, that in the event a man creates an embarrassing situation or gets himself into a problem, or should . . . come to work under the influence or be out of the proper uniform, we ask him to recommend to that individual that he get into the proper uniform, check out sick, personal business, but don't jeopardize the job for not just Allied, but for all the employees."

Shaw continued his testimony by indicating that from his experience when sky captains were queried by management

about the absence of specific individual skycaps the sky captains would on occasion state that they had recommended he go home, or that he wasn't fit for work.

In my opinion the Respondent, while carefully avoiding the admission of a direct grant of authority to sky captains, has in fact established on this record that it provided sky captains with authority to effectively discipline skycaps by encouraging sky captains to "recommend" rather than to "order" a skycap to go home when unfit for duty, or otherwise causing a problem. While this may seem an exercise in semantics, I am persuaded that the Respondent in fact clothed skycap captains with authority to discipline.

Additionally I have considered the fact, clear from the record, that sky captains had authority to position skycaps, that is to assign skycaps to positions where the skycap was needed. Testimony by Robert Shaw, manager of skycap operations for the Respondent, indicated that this authority granted to the sky captains by the Respondent was to be exercised after the manager or his assistant had determined the skycap personnel for each shift. I am convinced nevertheless that the exercise of this function by sky captains calls for the independent exercise of judgment and is not routine in nature. One need only stand by and observe the normal operation at an air terminal such as LaGuardia to realize that the task of effectively directing and positioning skycaps to meet incessant and recurrent peak and valley requirements at numerous stations calls for the independent exercise of judgment and is not merely routine. I credit testimony by Marsh indicating that Atkinson in fact exercised this authority.

From the foregoing I am convinced and I find that Atkinson, in the absence of the manager and his assistant, possessed and exercised authority to discipline skycaps, and possessed and exercised authority responsibly to direct skycaps in other than a routine manner. I find that at the time material herein Atkinson was a supervisor within the meaning of the Act. In so finding I have not been called upon nor have I considered the question of the appropriate unit for sky captains and I make no finding with respect thereto.

C. *The Alleged Interference, Restraint, and Coercion*

The complaint alleges that the Respondent interfered with, restrained and coerced its employees in their exercise of rights guaranteed in Section 7 of the Act, when it permitted its supervisor Atkinson to represent on behalf of the Union the Respondent's employee Marsh in a grievance hearing, on August 23, 1969, arising from the Respondent's discharge of Marsh. It is the basic contention of the General Counsel that by allowing Atkinson to serve in such a dual capacity the Respondent violated Section 8(a)(1) of the Act. I agree.

In *E. E. E. Company, Inc.*, 171 NLRB No. 137, the Board stated: "Thus although Hartman has been and is its supervisor the Respondent has dealt with him as the Union's steward and the representative of the Respondent's employees in handling their grievances and in contract negotiations. Such a mingling of supervisory and employee representative functions has denied the Respondent's employees their rights under the Act to be represented in

collective bargaining matters by individuals who have a singled minded loyalty to their interest. By permitting Hartman, although its supervisor to act as union steward and by dealing with him in this capacity the Respondent has therefore interfered with this right of its employees" The Board found that the Respondent therein had violated both Section 8(a)(2) and (1) of the Act. We are concerned herein merely with the alleged violation of Section 8(a)(1) of the Act

For its part, the Respondent argues that, even assuming that Atkinson is a supervisor, the General Counsel does not establish a violation merely by proving that Atkinson had some degree of supervisory authority. The Respondent contends that the General Counsel must prove that Atkinson was a major rather than a low-level supervisor, and that his activities in some way prejudiced Marsh's rights in connection with the processing of its grievance. The Respondent relies on *Beach Electric Company*, 174 NLRB No. 39, as governing. In *Beach* while acknowledging that the individuals there involved possessed supervisory authority, the Board found that they were low level and intermittent supervisors and that accordingly there was no evidence that any of the substantive ills contemplated by Section 8(a)(2) of the Act had resulted from the dual status. That case is immediately distinguishable from the case at hand on the basis that the Board therein was dealing specifically with the question of the evils involved in a violation of Section 8(a)(2) of the Act involving assistance to or domination of the Union where supervisors were included in the bargaining unit. In the case at hand we are analyzing the activity of an employer which permits one of its supervisors, a union member and an official of the Union, to represent another employee in a grievance hearing.

I am not persuaded that the reasoning which led the Board to distinguish between degrees of supervisory authority in *Beach* is applicable herein. It would appear to me that the extent to which a supervisor is subjected to conflict flowing from loyalty owed to dual masters is not controlling but that the very existence of the conflict in whatever degree negates the singleness of purpose required to assure a fair representation on behalf of the employee. The Respondent adverts also to *Local 616 United Association of Journeymen v. N.L.R.B.*, 287 F.2d 354. In that case the Board was more concerned with the practice in the construction industry of permitting the retention of basic union membership by supervisors and stated: "In an industry such as construction there is extreme upward and downward flexibility in job positions. A man hired one week for one job as a foreman may very possibly be hired the next week on the next job as a journeyman. In view of this flexibility not every supervisory employee is to be barred from active participation in a journeyman's union." I do not find *Local 616* controlling herein.

To come to the point, it is clear to me from this record that Marsh was engaged in activity protected by the Act in filing and pursuing his grievance. Pursuant to the provisions of the collective-bargaining agreement under which he was covered he was entitled specifically to a fair hearing. On August 23, 1969, the date of the hearing, the Respondent was on notice that Marsh desired representa-

tion other than that provided. At that time the Respondent excluded Marsh's chosen representative from the hearing. The Respondent, under these circumstances, in knowingly permitting its supervisor Atkinson to represent Marsh at that hearing interfered with, restrained, and coerced Marsh in the exercise of his rights under the Act.

In *Emerson Electric Co., U.S. Electrical Motors Division*, 185 NLRB No. 71, the Board stated: "The statutory right of employees to protest an employer's conduct, to present grievances to him, and to engage in other concerted conduct is far ranging." While the Board in that case did not extend the right to include insistence on the right to have fellow employees present as witnesses at a meeting at which it was expected that some measure of discipline would be meted out, I am persuaded in the case at hand that the scope of the right does extend to being provided in a grievance hearing with a representative clothed with a singleness of purpose and that such right is interfered with when the Respondent permits the grievant to be represented by one of its supervisors.

I have taken into account and have rejected the Respondent's argument that in fact the hearing was a fair hearing which did not prejudice the rights of Marsh, for I would be inclined to find in this case without hesitation from the testimony of record that there was a violation of Marsh's rights in the conduct of the hearing. The Respondent argues that it offered another job to Marsh which Marsh accepted after consulting his own lawyer, that Marsh could have rejected the proffered job and demanded that his discharge be submitted to arbitration. I reject this argument not only for the reason that the record establishes the fact that Marsh did request arbitration which was denied but for the reason that as a practical matter Marsh after being denied a fair hearing was presented with Hobson's choice of either discharge or taking a lower echelon job with less pay. The offer of this alleged choice by the Respondent does not in my opinion cure the inherent interference by the Respondent stemming from its actions nor does it provide the basis for a finding that Marsh waived his rights thereby.

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

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

V. THE REMEDY

As Respondent has been found to have engaged in an unfair labor practice, I shall recommend that it cease and desist therefrom and that it take specific affirmative action, as set forth below, designed to effectuate the policies of the Act.

In view of the fact that the Charging Party Marsh was as a result of the unfair labor practice of the Respondent deprived of his right to a fair hearing on August 23, 1969, I

shall recommend that a hearing *de novo* take place. While the Respondent argues that the matter is now moot, I do not find it so. There is still for resolution the basic question to be answered in a fair hearing concerning the propriety of the discharge of Marsh. He has a right to no less.

Since the conduct of Respondent does not demonstrate a general opposition to the Act, I find that an Order is appropriate which is limited to enjoining the activity found to be an unfair labor practice and similar or like acts.

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

CONCLUSIONS OF LAW

1. The Respondent Allied Maintenance Corp. is an employer within the meaning of Section 2(2), and is

engaged in commerce as defined in Section 2(6) and (7) of the Act.

2. United Transport Service Employees, Local 290, AFL-CIO, is a labor organization within the meaning of Section 2(5) of the Act.

3. By permitting Supervisor Atkinson to represent its employee Marsh at a grievance hearing the Respondent has interfered with, restrained, and coerced its employees in their exercise of rights protected by Section 7 of the Act and has thereby committed an unfair labor practice proscribed by Section 8(a)(1) of the Act.

4. The foregoing unfair labor practice affects commerce within the purview of Section 2(6) and (7) of the Act.

[Recommended Order omitted from publication.]