In the Matter of GENERAL INSTRUMENT CORPORATION; UNITED ELECTRICAL, RADIO & MACHINE WORKERS OF AMERICA, LOCAL 436, CIO *and* INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL

Case Nos. 2–CA–209 and 2–CB–59.—Decided April 7, 1949

DECISION

AND

ORDER

On November 22, 1948, Trial Examiner William E. Spencer issued his Intermediate Report in the above-entitled proceeding, finding that the Respondents had not engaged in unfair labor practices and recommending that the complaint be dismissed, as set forth in the copy of the Intermediate Report attached hereto. Therafter, the General Counsel filed exceptions and a supporting brief, and the Respondents filed briefs in support of the Intermediate Report. The General Counsel and the Respondents also requested oral argument. These requests are denied as the record and briefs, in our opinion, adequately present the issues and positions of the parties.

The Board [1] has reviewed the rulings of the Trial Examiner at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed.

The Board has considered the Intermediate Report, the exceptions and briefs, and the entire record in the case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner.

Within 4 months of the signing of the 1-year collective bargaining contract between the UE and the Company on May 8, 1947, Maurer started her activities on behalf of the IBEW. A month or two later Rowley joined her in those activities. The existing contract was not due to terminate until May 8, 1948. In the interest of stability, dual union activities which commence as much as 8 and 6 months in advance of the termination date of a 1-year collective bargaining contract should not, in the opinion of this Board, ordinarily be protected under

[1] Pursuant to the provisions of Section 3 (b) of the National Labor Relations Act, as amended, the Board has delegated its powers in connection with this case to a three-man panel consisting of the undersigned Board Members [Chairman Herzog and Members Reynolds and Gray].

the *Rutland Court* doctrine.[2] As we agree with the Trial Examiner that the UE expelled Maurer and Rowley because of their rival union activities during that unprotected period, we hold that it could rightfully insist that the Company discharge them under the terms of the existing valid "union shop" agreement. Accordingly, we conclude with the Trial Examiner that the discharges of these two employees was not unlawful.

ORDER

IT IS HEREBY ORDERED that the complaint against the Respondents, General Instrument Corporation and United Electrical, Radio & Machine Workers of America, Local 436, CIO, be, and it hereby is, dismissed.

INTERMEDIATE REPORT AND RECOMMENDED ORDER

Jack Davis, Esq., New York, N. Y., for the General Counsel.

Messrs. Ashe & Rifkin, by *David I. Ashe, Esq.*, New York, N. Y., for the IBEW, the charging union.

Morton Stavis, Esq., Newark, N. J., for the UE, the respondent union.

Messrs. Laxer & Shapiro, by *Moses Shapiro, Esq.*, New York, N. Y., and *Mr. R. L. Klabin*, Elizabeth, N. J., for General Instrument Corporation, the respondent company.

STATEMENT OF THE CASE

Upon charges duly filed by International Brotherhood of Electrical Workers, AFL, herein called the IBEW or the charging union, the General Counsel of the National Labor Relations Board, called respectively the General Counsel and the Board, by the Regional Director of the Second Region (New York, N. Y.), issued his complaint dated July 30, 1948, against General Instrument Corporation and United Electrical, Radio & Machine Workers of America, CIO, herein called respectively the respondent company and the UE or respondent union and, jointly, the respondents, alleging that the respondents had engaged in, and were engaging in, unfair labor practices affecting commerce within the meaning of Section 8 (a), subsections (1) and (3), and Section 8 (b), subsections (1) (A) and (2), respectively, and Section 2 (6) and (7) of the National Labor Relations Act, as amended June 23, 1947, by Public Law 101, 80th Congress, Chapter 120, First Session, herein called the Act or the amended Act. Copies of the complaint and the charges were duly served upon the respondents and the charging union.

With respect to unfair labor practices, the complaint alleged in substance:

1. That the respondent union demanded of the respondent company the discharge of two of the latter's employees because they had engaged in dual union activities;

2. That the respondent company, as a result of the aforestated demand, discharged the two named employees on or about February 27, 1948;

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[2] *Matter of Rutland Court Owners, Inc*, 44 N. L. R. B. 587; 46 N. L. R. B. 1040. See *Matter of Southwestern Portland Cement Company*, 65 N. L. R. B. 1.

3. That because of these acts the respondent union violated Section 8 (b), subsections (1) (A) and (2) of the Act, and the respondent company violated Section 8 (a), subsections (1) and (3) of the Act.

In its duly filed answer, the respondent company admitted the discharge of the two named employees; denied knowledge that the discharge demand was based on dual union activities; and pleaded as affirmative defense, the existence of a union-shop contract executed by it and the respondent union; notice by the respondent union that the two named employees were no longer members in good standing coupled with a request for their discharge; and resistance of the said discharge demand until an Award had been rendered in favor of the union following arbitration proceedings.

In its duly filed answer, the respondent union admitted that it demanded the discharge of the two named employees but denied that it had engaged in the alleged unfair labor practices, and asserted as affirmative defense (1) that the discharge demand was based exclusively upon provisions of its contract with the respondent company; and (2) that inasmuch as the discharge of the two named employees represented the performance of an obligation under a collective bargaining agreement entered into prior to the Taft-Hartley amendments and inasmuch as this could not have constituted an unfair labor practice by a union prior to the Taft-Hartley amendments, the respondent union because of Section 102 of the amended Act, cannot now be held to have committed an unfair labor practice by requiring the performance of such an obligation.

Pursuant to notice, a hearing was held October 7–11, 1948, at New York, N. Y., before the undersigned Trial Examiner duly designated by the Chief Trial Examiner. All parties were represented by counsel, participated in the hearing, and were afforded full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing on the issues. After the taking of evidence, motions to conform the pleadings to the proof were granted without objection. Motions by the respondents, respectively, to dismiss the complaint were taken under advisement. They are disposed of by the findings hereinafter made. In response to questions by the Trial Examiner, a brief discussion of issues was had on the record in which all parties participated. All parties filed briefs with the undersigned.

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

Findings of Fact

I. THE BUSINESS OF THE RESPONDENT COMPANY

General Instrument Corporation, the respondent company, is a New Jersey corporation having its principal office and place of business at Elizabeth, New Jersey, where it is engaged in the manufacture, sale and distribution of radio and television components.

During the calendar year 1947, the respondent company purchased and caused to be shipped to its Elizabeth plant substantial quantities of raw materials consisting of steel, brass, invar and aluminum, which were transported to the said plant from points outside the State of New Jersey. During the same year, the respondent company manufactured at its Elizabeth plant radio and television parts or components of substantial value, which it caused to be transported from the said plant to points outside the State of New Jersey.

The respondent company admits that it is engaged in commerce within the meaning of the Act.

II THE LABOR ORGANIZATIONS INVOLVED

International Brotherhood of Electrical Workers, affiliated with the American Federation of Labor, and United Electrical, Radio & Machine Workers of America, Local 436, affiliated with the Congress of Industrial Organizations, are labor organizations within the meaning of the Act.

III. THE UNFAIR LABOR PRACTICES

1. *The facts*

For a period prior to March, 1947, the IBEW, the charging union, was the bargaining representative of the respondent company's employees. In March of that year, as the result of an election conducted by the Board's agents in which both the IBEW and the UE appeared on the ballot, the UE, the respondent union, was certified as bargaining representative, thus supplanting the IBEW in that capacity. On May 8, 1947, the respondent union and the respondent company executed a contract of a single year's duration, a contract which included, inter alia, a union-shop clause and a 30-day automatic renewal clause.

For the period during which the IBEW was bargaining representative, Ann Maurer, one of the two employees alleged to have been discriminatorily discharged on February 27, 1948, was a paid agent of the IBEW, serving in that capacity while on leave of absence from the respondent company's employ. After the respondent union had been certified as bargaining representative, she resumed active duty in her position with the company. Pursuant to the union-shop clause of the May 8, 1947, contract, Maurer was required to become and became a dues-paying member of the respondent union. Richard Rowley, the other employee alleged to have been discriminatorily discharged on February 27, also became affiliated with the respondent union and both Rowley and Maurer remained members, with dues fully paid, until their expulsion from that union on February 17, 1948. Upon their expulsion, the respondent union demanded their discharge from the company's employ on the ground that they were no longer members in good standing. The company resisted the discharge demand; the matter was submitted to arbitration pursuant to the terms of the contract; the arbitrator's award was for the union and the company thereupon, on February 27, 1948, discharged Rowley and Maurer.

It is admitted that both Rowley and Maurer campaigned actively for the IBEW on and after January 15, 1948, a date more than 3 months prior to the expiration of the 1-year contract executed by the respondents on May 8, 1947. In view of the admission and the uncontested evidence supporting it, it is needless to discuss in detail the character and extent of this activity. More crucial, perhaps, is the period *preceding* January 1948.

Following its defeat at the polls and the execution of a contract between the respondent union and company, the charging union issued a series of pamphlets which it distributed through the mail to employees of the company. In these pamphlets, or circulars, the charging union attacked the UE, criticised its conduct as a bargaining representative, and thereby sought to win back the allegiance of a majority of the employees Beginning at least as early as September 1947, Maurer participated in this activity, meeting with officers of the charging union at that union's place of business and elsewhere, and assisting them in the preparation and mailing of the various circulars. At her invitation she was joined in this activity by employees Annie Murray and, later, Richard Rowley. Maurer was critical of the respondent union and some of her criticisms, openly voiced,

later appeared, in substance, in the text of circulars distributed by the charging union among the company's employees.[1]

On October 8, 1947, Maurer was requested, by letter, to attend a meeting of the executive board of Local 436, the respondent union. She replied by letter, requesting a copy of the union's by-laws and constitution. Her request was ignored and she did not attend the meeting. On October 15, a second letter was sent to her over the signature of the union's president. Its text follows:

> Your failure to appear before the Executive Board on Tuesday, October 14th, to discuss an important matter has caused the Board to decide on the following procedure:
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> You will kindly appear at the next Executive Board Meeting on Tuesday, October 28th at 8 P. M. at the Union office, to go over with us certain criticism which has been made concerning your conduct as a union member in the shop.
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> Should you fail to present yourself at this meeting, you will be subject to charges against you concerning which the Board will have no prior opportunity to hear your side of the case.
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> As yet, no formal charges have been made against you and the Board's request that you attend our meeting is in the nature of investigating the matter.

In her reply to this letter, Maurer again requested a copy of the by-laws and constitution "so that I may know my rights," and stated, "I also wish to state that I will resist any intimidation, coercion or threat in connection with this matter. I feel that if this continues this may be a case for the National Labor Relations Board."

Maurer did not attend the meeting of the executive board on October 28, as requested. Her letters, referred to above, were written after consultation with an officer of the charging union. No formal charges were brought against her by the respondent union at this time. Archer Cole, an international field representative of the respondent union, who participated in the organization of the company's employees, testified credibly that in the period following Maurer's refusal to attend the executive board meetings of the local union, complaints continued to be received concerning Maurer's activities in criticising the respondent union and in "inviting people to some sort of meeting after work"; and that complaints were also received that Rowley was engaging in "bitter criticism" of the respondent union. In December, Cole consulted the union's attorney as to what proper action could be taken in the case of these two employees, and was advised to investigate the matter further before filing formal charges.

On January 15, 1948, Maurer, Rowley, and Murray signed IBEW authorization cards. Thereafter, Maurer and Rowley were active in soliciting other employees to sign up with the charging union.

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[1] On direct examination Maurer admitted dual activities on and after January 15, 1948, but was not questioned concerning the prior period. On cross-examination, she was a reluctant and evasive witness who obviously withheld a full disclosure of her dual activities pre-dating January 15. Rowley was even less convincing when cross-examined on his activities during the same period. In contrast, Annie Murray's testimony was freely given and unequivocal. There can be no doubt that of these three witnesses, she alone testified fully, accurately, but without exaggeration, of the dual activities engaged in by each of them. Maurer and Rowley are not credited when their testimony is in conflict with Murray's, and findings as to dual activity pre-dating January 15, are based on Murray's testimony.

On February 6, 1948, Maurer, Rowley, and Murray were each notified by the respondent union that charges had been levied against them for violating the union's constitution, and were ordered to appear for trial on February 10. Copies of the charge were attached. Of the three employees thus notified only Murray appeared before the trial committee. She made a full statement of her activities on behalf of the charging union and described in detail how she, Maurer and Rowley had met with officials of the charging union in the fall of 1947 and assisted the latter in the preparation and dissemination of their organizing propaganda. Murray was "cleared" by the trial committee.

On February 13, 1948, the respondent union sent identical letters to Maurer and Rowley advising them that the decision of the trial committee would be recommended to the membership at the regular membership meeting of the Local on February 17. Both were invited to attend, but did not attend this meeting. On February 23 they were advised that the membership had voted to uphold the recommendation of the trial committee and that, accordingly, as of February 17 they ceased to be members in good standing of the respondent union. In this same letter they were notified of their right to appeal the decision. Neither appealed.

On February 18, 1948, the respondent union notified the company by letter that Maurer and Rowley had been expelled from the union and requested that their employment be terminated immediately according to the terms of the union-shop contract. This letter did not state the reasons for the expulsion and it is not shown that the respondent company was at any time advised of the reasons why Maurer and Rowley were expelled from the union further than that they had violated Section 19 of the union's constitution, which reads:

> EVERY member on initiation shall pledge himself to support Local 436 UER&MWA and the International Union and to assist in organizing the unorganized and shall declare his solidarity with brothers and sisters, regardless of race, creed, sex, color, nationality, political belief or affiliation, and to support the constitution of the United Electrical, Radio & Machine Workers of America (UE), the District Council, and the Local.

As previously stated, the company resisted the discharge demand and the matter was submitted to arbitration. Both Maurer and Rowley were invited to attend the arbitration proceeding, but neither did. The decision of the arbitrator was rendered on February 26, 1948, and pursuant to the award contained therein, the company discharged Maurer and Rowley.

2. *Conclusions*

Section 102 of the Amended Act reads as follows:

> No provision of this title shall be deemed to make an unfair labor practice any act which was performed prior to the date of the enactment of this Act which did not constitute an unfair labor practice prior thereto, and the provisions of Section 8 (a) (3) and Section 8 (b) (2) of the National Labor Relations Act as amended by this title shall not make an unfair labor practice the performance of any obligation under a collective-bargaining agreement entered into prior to the date of the enactment of this Act, or (in the case of an agreement for a period of not more than one year) entered into on or after such date of enactment, but prior to the effective date of this title, *if the performance of such obligation would not have constituted an unfair labor practice under Section 8 (3) of the National Labor Relations Act prior*

to the effective date of this title, unless such agreement was renewed or extended subsequent thereto. [Emphasis supplied.]

The contract executed by the respondents on May 8, 1947, having been executed prior to the date of enactment of the Taft-Hartley amendments, it is clear that Section 102, quoted above, applies to the case at bar. The issue of discriminatory discharge, therefore, must be determined under the provisions of the Act prior to amendment. The fact that the closed shop is illegal under the amended Act, and that under a valid union-shop contract discrimination may be justified only on stated grounds not applicable to this case, is irrelevant to the issues at hand. Clearly, the discharge of Maurer and Rowley, made pursuant to the provisions of a valid union-shop contract executed prior to the enactment of the Taft-Hartley amendments, represents the performance of a contractual obligation which would not have constituted an unfair labor practice prior to the effective date of the amended Act, unless the *Rutland Court* doctrine applies.[2]

The issue, as all parties agree, is whether the facts of this case bring it within the purview of the *Rutland Court* doctrine.

While technically becoming a member of the respondent union, when required to do so under the May 8 contract, Maurer was a dissident member of that union from the first and at least as early as September began what was in fact active participation in a campaign to unseat it as bargaining representative. The causes of her disaffection are of no proper concern here; the fact of her dual activities is. While, on advice of the rival union which she was assisting, she did not solicit memberships or authorizations, she participated with officers of the rival union in an organizational campaign throughout the fall of 1947, and invited employees Rowley and Annie Murray, among others, to join her in this activity. The respondent union as early as October, 1947, instructed her to appear before its executive board to answer certain criticisms of her conduct as a union member, and she failed to appear. When her expulsion, along with Rowley's, was finally voted at a general membership meeting of the respondent union on February 17, 1948, the union was fully advised of her entire course of conduct in rendering assistance to the rival union. It cannot be said that the respondent union was in possession of a full disclosure of dual activities engaged in by Maurer and Rowley prior to January 1948, until Annie Murray appeared before the trial committee in February and gave them the facts Under these circumstances, I think it cannot be said that Rowley and Maurer were expelled from the respondent union *solely* because of dual activities occurring on and after January 15, 1948, or, indeed, that the respondent union would not have expelled them and sought their discharge for their dual activities occurring *prior* to that date, once it had the entire facts in its possession. This is not to say that I place any credence whatever in Cole's testimony to the effect that dual activities engaged in by Maurer and Rowley on and after January 15 had *nothing* to do with the actual decision to deprive them of union membership and seek their discharge. It is entirely futile, on the facts of this case, to speculate on what action the respondent union would have taken, if any, had the dual activities been confined to the period subsequent to January 15.

It is argued that the dual activity of these two employees, although engaged in during a period beginning within 4 months of the execution of the contract, was "protected" because it sought to bring about a change in representatives only at the end of the contract term. While it is true that the dual activity predating January 15, 1948, was carried on with a considerable degree of

[2] *Matter of Rutland Court Owners, Inc.*, 44 N. L. R. B. 587; 46 N. L. R. B. 1040.

secretiveness, and the employees participating therein were advised that they could not openly solicit for the rival union until after January 15, such activity, when viewed in connection with the campaign which the rival union was waging against the incumbent representative by means of pamphlets which Maurer and Rowley helped to prepare and mail to company employees, was patently designed to weaken and undermine the representative status of the incumbent. The rival union's campaign to unseat the incumbent did not begin, as suggested in General Counsel's brief, with the signing and solicitation of authorization cards on and after January 15; it began within a matter of weeks after the May 8 contract was executed, through the medium of circulars addressed to the employees. The signing and circulation of authorization cards on and after January 15 was the culmination rather than the beginning of the organizational drive. The real issue, therefore, is whether the Rutland Court doctrine is so elastic that it can be stretched to protect employees from discharge for dual activities engaged in *at any time* during the contract year, provided the end-result sought in such activity is the substitution of a new bargaining representative at the end of the contract term. There is language in some of the decisions which seems to support this view.[3] Perhaps, at this late date, a brief re-examination of the *Rutland Court* doctrine is in order.

It should be remembered that the *Rutland Court* doctrine was an attempt to reconcile the guarantee to employees of freedom in their choice of representatives—one of the cardinal principles of the Act prior to amendment—with the express limitation placed on that freedom by the 8 (3) proviso which recognized the validity of the closed shop. No one can question that the closed shop restricts and limits freedom of choice, and no one can question that the Congress which made the Wagner Act into law recognized, in the 8 (3) proviso, the legitimacy of such restriction when properly arrived at. If literally construed, however, the 8 (3), or closed-shop, proviso might result in employees being perpetually foreclosed from *changing* their bargaining representative, once their choice had been exercised and a closed-shop contract executed. The Board properly held in the *Rutland Court* cases that Congress could not have intended such a result, and that employees whose activities to bring about a change in bargaining representatives were *timely*, were protected from discharge for having engaged therein.

The facts of the *Rutland Court* case amply justified the *rationale* upon which the Board based its decision, for in that case the dual activity occurred only a few weeks prior to the expiration of the existing closed-shop contract, and there were circumstances of collusion between the bargaining agent and the employer to defeat what unquestionably was a timely effort on the part of employees to bring about a change in representatives. In later cases, the doctrine has been extended to protect dual activities farther removed in point of time from the end of the contract term, but the Board has never attempted to prescribe an exact time-period during which dual activities are protected.[4] Such time-period must necessarily vary according to the duration of the contract

[3] Notably, *Detroit Gasket and Manufacturing Company*, 78 N. L. R. B 670; *Public Service Corporation of New Jersey*, 77 N. L. R. B. 153; *Durasteel Company*, 73 N. L. R. B. 941, cited in General Counsel's brief.

[4] "We did not go so far [in the *Rutland Court* decisions] as to hold, however, that the proviso in Section 8(3) should be so narrowly construed as to render the application of a closed-shop agreement inoperative as to all union expulsions for 'dual-unionism . . .'" (*Southwestern Portland Cement Company*, 65 N. L. R. B. 1); "The fact that the activity began 68 days, rather than, say, 58 days before the renewal date of the agreement, does not of itself remove it from the protection of the Act, for, as our decisions on this

term, the size of the unit involved, and similar circumstances, which will vary from case to case. But any attempt to extend the protected period to cover the entire contract year, or even a substantial part of it where the contract is of no more than a year's duration, would do violence to the *Rutland Court* doctrine as originally enunciated, as well as to the plain meaning of the statute itself.

The closed-shop proviso of the Act prior to amendment necessarily envisaged that the bargaining representative would utilize it to protect the practical efficacy as well as the technical maintenance of its representative status against disruptive attempts of dissident members to build up support for a rival union. The stability of labor relations, as conceived by the Congress which passed the Wagner Act, requires that ". . . a bargaining relationship once rightfully established . . . be permitted to exist and function for a reasonable period in which it can be given a fair chance to succeed." (*Franks Brothers Co.*, 321 U. S. 702). A "fair chance to succeed" means more than the mere technical maintenance of representative capacity, and "a reasonable period" means more than a few months at the beginning of a contract term. And agitation for a change in bargaining representatives, even though the end-result sought is a change only at the end of a contract term, has as its reasonable effect the undermining of the prestige and authority of the incumbent union in its dealings with the employer. The *Rutland Court* doctrine is therefore properly invoked only when the dual activities occur within a period reasonably proximate to the end of the contract term or such time as a question of representation may be said to exist. What is "reasonably proximate" must necessarily be determined on a case to case basis and in the light of the time that is required to afford employees who desire a change in their bargaining representatives a reasonable opportunity to exert their influence in effectuating that change. I must assume that this is what is meant in the *Durasteel* case when it is said that dual activities are protected which "are reasonably calculated to bring about an election at an appropriate time."[5]

In the case at bar, with a contract of a single year's duration and a bargaining unit of less than a thousand employees, it is idle to argue that 8 months were required to afford dissident employees in the incumbent union a reasonable time in which to initiate and prosecute a campaign for supplanting the incumbent bargaining representative with a new one, or that the Act affords them protection for dual activities engaged in during a period so remote from the termination of the contract year. To fit the *Rutland Court* doctrine to the facts of this case would license the Board to interfere with the union's right of discipline over its own members to a degree never envisaged by the Act prior to amendment; would wreck the balance which the doctrine originally sought to establish, by giving dissident union members a weapon for undercutting and jeopardizing the effectiveness of the bargaining authority at will; and would do violence to the sound principles of statutory construction which gave rise to the doctrine in the first instance of its application.

Convinced as I am that the respondent union in this case, in depriving Maurer and Rowley of membership and in seeking their discharge, did no more than it

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question show, we have not yet fixed any particular number of days prior to the termination or automatic renewal date of a closed-shop contract during which employees must act to bring about a change in their collective bargaining representation." *Durasteel Company*, 73 N. L. R. B. 941.

[5] *Durasteel Company*, 73 N. L. R. B. 941.

had statutory license to do, it is unnecessary to consider the various other defenses raised by the respondents.

I shall recommend that the complaint be dismissed in its entirety.

Conclusions of Law

1. The Respondent Company is engaged in commerce within the meaning of Section 2 (6) and (7) of the Act.

2. The Respondent Union and the Respondent Company, in causing and effectuating, respectively, the discharge of Ann Maurer and Richard Rowley, have not and are not engaging in unfair labor practices within the meaning of the Act.

RECOMMENDATIONS

Upon the basis of the foregoing findings of fact and conclusions of law, it is recommended that the complaint against the Respondent Company, General Instrument Corporation, and the Respondent Union, United Electrical, Radio & Machine Workers of America, Local 436, CIO, be dismissed in its entirety.

As provided in Section 203.46 of the Rules and Regulations of the National Labor Relations Board, Series 5, effective August 22, 1947, any party may within twenty (20) days from the date of service of the order transferring the case to the Board, pursuant to Section 203.45 of said Rules and Regulations, file with the Board, Rochambeau Building, Washington 25, D. C., an original and six copies of a statement in writing setting forth such exceptions to the Intermediate Report and Recommended Order or to any other part of the record or proceeding (including rulings upon all motions or objections) as he relies upon, together with the original and six copies of a brief in support thereof; and any party may, within the same period, file an original and six copies of a brief in support of the Intermediate Report and Recommended Order. Immediately upon the filing of such statement of exceptions and/or briefs, the party filing the same shall serve a copy thereof upon each of the other parties. Proof of service on the other parties of all papers filed with the Board shall be promptly made as required by Section 203.85. As further provided in said Section 203.46, should any party desire permission to argue orally before the Board, request therefor must be made in writing to the Board within ten (10) days from the date of service of the order transferring the case to the Board.

In the event no Statement of Exceptions is filed as provided by the aforesaid Rules and Regulations, the findings, conclusions, recommendations, and recommended order herein contained shall, as provided in Section 203.48 of said Rules and Regulations, be adopted by the Board and become its findings, conclusions, and order, and all objections and exceptions thereto shall be deemed waived for all purposes.

William E. Spencer,
Trial Examiner.

Dated November 22, 1948.