In the Matter of SUPERIOR ENGRAVING COMPANY *and* CHICAGO PHOTO ENGRAVERS UNION #5, AFFILIATED WITH THE A. F. OF L.

Case No. 13-C-2281.—Decided March 27, 1945

DECISION

AND

ORDER

On September 29, 1944, the Trial Examiner issued his Intermediate Report in the above-entitled proceeding, finding that the respondent had engaged in and was engaging in certain unfair labor practices within the meaning of Section 8 (1) and (2) of the Act and that it had not engaged in certain other unfair labor practices, and recommending that it cease and desist from the unfair labor practices found and take certain affirmative action as set forth in the copy of the Intermediate Report attached hereto and that the complaint be dismissed as to the remaining allegations. Thereafter, the Union filed exceptions to the Intermediate Report and a supporting brief. No exceptions were filed by the respondent. Oral argument, in which the Union and the respondent participated, was held before the Board in Washington, D. C., on February 20, 1945. The Board has considered the rulings of the Trial Examiner at the hearing and finds that no prejudicial error was committed, except as hereinafter indicated. The rulings, with the exception noted below, are hereby affirmed. The Board has considered the Intermediate Report, the Union's exceptions and brief, and the entire record in the case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner, with the following additions and exceptions:

1. The Trial Examiner found that the respondent dominated and interfered with the formation of, and contributed support to, the Engravers Guild. The respondent has taken no exceptions to this finding. Accordingly, we find that the Engravers Guild was a labor organization during the period of its existence and that by dominating and interfering with its formation and by contributing support to it, the respondent has engaged in unfair labor practices within the meaning of Section 8 (1) and (2) of the Act.

2. The Trial Examiner found that the respondent did not violate Section 8 (1) of the Act by reason of certain alleged anti-union state-

ments and conduct of President Conforti. The Union excepts to the Trial Examiner's failure to find that such statements and conduct constituted an independent violation of Section 8 (1). The record shows that the respondent, in order to explain the purport and meaning of the alleged statements and conduct attributed to President Conforti, sought to adduce evidence to the effect that the Union had induced its employees to engage in a slow-down and to leave its employ for work elsewhere. The Trial Examiner did not permit the respondent to adduce such evidence. We believe that the Trial Examiner's ruling is erroneous and prejudicial to the respondent on this phase of the case. In view of the present state of the record, we are unable to make any findings with respect to the allegations in question and shall, accordingly, dismiss the complaint in this respect.

ORDER

Upon the entire record in the case, and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that the respondent, Superior Engraving Company, Chicago, Illinois, and its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Dominating or interfering with the administration of the Engravers Guild, or with the formation or administration of any other labor organization of its employees;

(b) In any other manner interfering with, restraining, or coercing its employees in the exercise of the right to self-organization, to form labor organizations, to join or assist Chicago Photo Engravers Union #5, affiliated with the American Federation of Labor, or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in concerted activities, for the purpose of collective bargaining or other mutual aid or protection as guaranteed in Section 7 of the Act.

2. Take the following affirmative action, which the Board finds will effectuate the policies of the Act:

(a) Refrain from recognizing the Engravers Guild should it ever return to active existence as a representative of any of the respondent's employees for the purpose of dealing with respondent with respect to grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of employment, and refrain from recognizing any organization growing out of, stemming from, or succeeding to, the Engravers Guild for any of the foregoing purposes;

(b) Post at its plant at Chicago, Illinois, copies of the notice attached hereto, marked "Appendix A." Copies of said notice, to be furnished by the Regional Director of the Thirteenth Region, shall, after being duly signed by the respondent's representative, be posted

by the respondent immediately upon the receipt thereof and maintained by it for sixty (60) consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the respondent to insure that said notices are not altered, defaced, or covered by any other material; and

(c) Notify the Regional Director for the Thirteenth Region in writing, within ten (10) days from the date of this Order, what steps the respondent has taken to comply herewith.

IT IS FURTHER ORDERED that the complaint, insofar as it alleges that the respondent violated Section 8 (1) of the Act by urging, warning, and persuading its employees to cease, refrain from and renounce their union membership and activities, by questioning its employees about their union membership and activities and by disparaging the Union and its objectives, be, and it hereby is, dismissed.

MR. GERALD D. REILLY took no part in the consideration of the above Decision and Order.

APPENDIX A

NOTICE TO ALL EMPLOYEES

Pursuant to a Decision and Order of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, we hereby notify our employees that:

We will not recognize the Engravers Guild should it ever return to active existence as a representative of any of our employees for the purpose of dealing with us concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of employment and we will not recognize any successor to the Engravers Guild for any of the above purposes.

We will not dominate or interfere with the formation or administration of any labor organization or contribute financial or other support to it.

We will not in any manner interfere with, restrain, or coerce our employees in the exercise of their right to self-organization, to form labor organizations, to join or assist Chicago Photo Engravers Union #5, affiliated with the American Federation of Labor, or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in concerted activities, for the purpose of collective bargaining or other mutual aid or protection. All our employees are free to become or remain members of this union, or any other labor organization.

SUPERIOR ENGRAVING COMPANY

Employer

Dated _____ By _____

(Representative) (Title)

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.

INTERMEDIATE REPORT

Mr. John Robert Hill, for the Board.
Mr. Otto A. Jaburek, of Chicago, Ill., for the Respondent.
Mr. Joseph M. Jacobs, of Chicago, Ill., for the Union.

STATEMENT OF THE CASE

Upon an amended charge filed July 7, 1944, by Chicago Photo Engravers Union #5, affiliated with the A. F. of L., herein called the Union, the National Labor Relations Board, herein called the Board, by its Regional Director for the Thirteenth Region (Chicago, Illinois), issued its complaint, dated July 7, 1944, against Superior Engraving Company, herein called the respondent, alleging that the respondent had engaged in and was engaging in unfair labor practices within the meaning of Section 8 (1) and 8 (2) and Section 2 (6) and (7) of the National Labor Relations Act, 49 Stat. 449, herein called the Act. Copies of the complaint and accompanying notice of hearing were duly served upon the respondent and the Union.

With respect to the unfair labor practices, the complaint, as amended at the hearing, alleged in substance: (1) that in April 1937, the respondent participated in and urged the formation of a labor organization of its employees known as The Engravers Guild, hereinafter called the Guild, and thereafter entered into collective bargaining agreements with the Guild and that the Guild ceased to exist in July 1943; (2) that from June 1943 to the date of the issuance of the complaint the respondent urged, warned, and persuaded its employees to cease, refrain from, and renounce their union membership and activities and questioned its employees about their union membership and activities and disparaged the Union and its activities; and (3) that by the foregoing acts the respondent interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed them in Section 7 of the Act, and thereby engaged in unfair labor practices within the meaning of Section 8 (1) of the Act.

On June 17, the respondent filed its answer in which it admitted the allegations in the complaint with respect to its business operations, but denied that it had engaged in the unfair labor practices alleged in the complaint.

Pursuant to notice, a hearing was held at Chicago, Illinois, from July 18 to July 21, 1944, both inclusive, before Louis Plost, the undersigned Trial Examiner, duly designated by the Chief Trial Examiner. The Board, the respondent, and the Union were represented by counsel and participated in the hearing. Full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing on the issues was afforded all parties. At the opening of the hearing, the undersigned granted, over the respondent's objection, a motion by counsel for the Board to strike part of the respondent's answer on the ground that it related to matters not raised by the complaint.[1] At the conclusion of the Board's case and again before the close of the hearing the respondent moved to dismiss that portion of the complaint alleging that the

[1] That part of the respondent's answer which was stricken stated in substance that the Union had been selected as the bargaining representative of the respondent's employees on October 11, 1943; that the respondent and the Union entered into bargaining negotiations but thereafter reached an impasse; that the Union induced the respondent's employees to engage in a "slow-down"; that the Union withdrew its members from the respondent's employ; that the Union lost its majority status; and that the Union was using the processes of the Board, in the instant matter, merely to harass the respondent.

respondent had violated Section 8 (2) of the Act. The undersigned reserved ruling on these motions which are hereby denied. The respondent moved to strike a portion of the testimony of Gus P. Grieger on the ground that such testimony was not predicated on any allegation in the complaint. The undersigned also reserved ruling on this motion. The motion is hereby denied. At the close of the hearing the Board's attorney moved to conform the complaint to the proof. On objection of the respondent's counsel, the undersigned reserved ruling on this motion. The motion is hereby granted with respect to formal matters such as the spelling of names, dates, and typographical errors which appear in the complaint.[2]

At the conclusion of the hearing, opportunity was afforded all parties for oral argument. The Board's attorney and the counsel for the Union each stated that they did not care to present oral argument. Counsel for the respondent argued orally on the record. The parties were advised that they might file briefs with the undersigned. Briefs have been received from the respondent and counsel for the Board.

Upon the entire record in the case, and from his observation of the witnesses, the undersigned makes the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE RESPONDENT[3]

Superior Engraving Company is an Illinois corporation, with its principal office and plant located in Chicago, Illinois. It is engaged in the manufacture, sale, and distribution of printing plates for letter press printing. During the calendar year 1943, the respondent used materials consisting of copper, zinc, lumber, and film having an approximate value of $56,000, approximately 50 percent of which was purchased by and shipped to the respondent from points outside the State of Illinois. During the same period of time, the value of the finished products sold by the respondent was approximately $457,000. Approximately 50 percent of such finished products were shipped by the respondent to points outside the State of Illinois. The respondent concedes that it is engaged in commerce within the meaning of the Act.

II. THE ORGANIZATION INVOLVED

Chicago Photo Engravers Union #5, affiliated with the American Federation of Labor, is a labor organization within the meaning of the Act which admits employees of the respondent to membership.

III. THE UNFAIR LABOR PRACTICES

A. *Domination of and interference with the formation of the Guild*

Early in 1937, the Union made an attempt to organize the respondent's employees. On an undisclosed date in April 1937, meetings of the respondent's employees were held in the locker room of the respondent's plant. The day shift was called to a meeting in this room by the plant superintendent on the instructions of Edward J. Conforti, the respondent's president, and met immediately following the lunch hour. Gus P. Grieger and Charles Schwartz, who were then

[2] The complaint is accordingly amended to allege that the respondent participated in and urged the formation of the Guild in April rather than in September 1937, and that the Guild ceased to exist in July rather than in June 1937.

[3] The foregoing findings are based on a stipulation entered into by the parties at the hearing.

employees of the respondent, testified that President Conforti addressed the employees, saying that he knew of union activity among the respondent's employees; that he thought it would be of benefit to organize a company union; and that if a little group of their own was organized and presented a contract to him he would give the respondent's employees anything that the Union could get them, and that by such organization they would not have to pay the exorbitant dues charged by the Union.

The employees of the night shift were similarly called and met at about 5:30 p. m. on the same day. According to the testimony of Paul W. Sydow, Stanley Schiller, and Samuel Langert, who were then employed by the respondent, William Lessman, an employee, opened this meeting by stating that the day shift had met previously that day and decided to organize "with a closed shop and independent union." Conforti then repeated the statements he had made at the previous meeting and in answer to a question regarding the payment of union scale wages by the respondent, stated that he would pay the union scale, less the amount charged by the Union for dues, which he said was $8.00 per week, and advised the respondent's employees present to retain an attorney to draw up a constitution and bylaws for an organization and present a contract for his approval.

After each meeting, Conforti left when he had finished speaking and the meetings continued without his presence. The employees were paid for the time spent at these meetings.[4]

Stanley Schiller testified that about one week after the locker room meetings he was asked by Lessman and Huebscher to serve on a committee as a representative of the night shift employees, to meet with a lawyer. He agreed to serve and about one week later this committee retained a lawyer and arrangements were made with him to perfect a labor organization and prepare a contract for presentation to the respondent. At the lawyer's suggestion, a petition endorsing the formation of an independent, "inside" labor organization was circulated among the respondent's employees, on company time. Schiller circulated the petition among the night shift employees.

During the first week in June 1937, a meeting of all the respondent's employees was held off the respondent's premises. The lawyer whom the committee had retained was present. The employees present at the meeting formed a labor orgnization which they named the "Engravers Guild." At a subsequent meeting, some two weeks later, the contract to be presented to the respondent was read to those present and officers were elected. Lessman was elected president and Huebscher vice president, and arrangements were made to apply for a State

[4] Conforti testified that two of the respondent's employees, William Lessman and Walter Huebscher had previously requested permission of the superintendent to form a social club among the employees in order to promote harmony among the day and night shifts and that he called these employees to his office to discuss the matter and then agreed to present their idea to the employees. Conforti admitted that he had the respondent's employees called to the locker room meetings, that he attended the meetings and spoke to the employees, that he was the only speaker; that he was aware the meetings continued after he left, and that the employees were paid for the time spent at the meetings. Conforti, however, denied that he made the statements attributed to him concerning the formation of a company-union, that he offered to meet the scale of union wages minus union dues, or that he advised the employees to retain an attorney and present him with a contract. Lessman, who was employed by the respondent as assistant superintendent at the time of the hearing was not called as a witness.

In view of Conforti's partial admissions with respect to the meetings in question, the failure to call Lessman as a witness, and the fact that the testimony of Grieger, Schwartz, Langert, Sydow, and Schiller was in substance mutually corroborative as to the statements made by Conforti, the undersigned does not credit Conforti's denial in this regard and finds that he made the statements attributed to him Grieger, Schwartz, Langert, Sydow, and Schiller, as above set forth.

character.[5] Schiller's testimony as well as that of Sydow, Greiger, Schwartz, and Langert, concerning the formation of the Guild following the locker room meetings is entirely uncontradicted.

On or about June 15, 1937, a group of employees who stated they were a committee representing the respondent's employees called at Conforti's office and presented him with a contract covering wages, hours, and working conditions, in the name of the Guild. Conforti testified that he did not question their authority, nor make any check as to the majority representative status of the Guild; that he did not discuss the terms of the contract with the committee, nor did he again meet with the committee or any group of the respondent's employees to discuss the terms of the contract; and that on the last day of June 1937, he called the committee to his office and signed the contract as submitted.

Thereafter, the Guild and the respondent entered into new contracts annually until 1943. The last contract entered into between the parties expired June 28, 1943, and each contract after the first contained a "closed shop" clause.

Shortly after March 15, 1943, the Guild submitted a contract to the respondent to cover the period from June 28, 1943 to June 28, 1944. The respondent, however, did not sign this contract. In mid-July, 1943, the members of the Guild voted to dissolve the organization and thereafter the Guild ceased to function.[6]

Conclusion

The record clearly shows that when its employees first showed an interest in union organization the respondent embarked on a program designed to thwart such organization. Conforti, the respondent's president called meetings of the respondent's employees and urged the formation of a competing labor organization. As a result of these meetings, held on company time and property, the Guild was organized. The undersigned is convinced and finds that the impetus for the organization of the Guild did not come from the respondent's employees but came from the respondent by reason of the statements and acts of the respondent's president.

After the Guild was formed, the respondent promptly recognized it, without making any inquiry regarding its status as the representative of its employees and entered into contractual relationship with it, signing the first contract as submitted, without discussion and signing "closed shop" contracts thereafter annually until the Guild ceased to function.

The undersigned therefore concludes and finds on the entire record that the respondent has dominated and interfered with the formation of the Guild.

B *Alleged interference, restraint, and coercion*

The complaint alleges, in substance, that from about June 1943, and at various times thereafter, the respondent engaged in certain conduct in violation of Section 8 (1) of the Act. In support of this allegation of the complaint, counsel for the Board sought to show that President Conforti had made certain anti-union statements to Foreman Sydow and employees Grieger, Schiller and Schwartz; and further had made such statements to a representative of the

[5] Conforti testified that he knew of the organization meetings being held by respondent's employees because either Lessman or Huebscher told him of them; that he was aware that the Guild resulted from the locker room meetings; and that the respondent took no steps to disavow any connection with the Guild.

[6] The fact that the Guild had ceased to function is borne out by testimony that on October 4, 1943, the Union and the respondent entered into a consent election agreement and that pursuant to this agreement on October 11, 1944, the 13th Regional office conducted an election among the respondent's employees, which was won by the Union. The Guild asserted no claim at the time, and did not appear nor seek a place on the ballot.

Union in the presence of employee Elmer Ashelby. The respondent introduced evidence to the effect that Conforti's statements to Sydow were confined to a caution by Conforti that Sydow was not entitled to engage in activities on behalf of the Union to the extent that such activities would place responsibility upon the respondent because of Sydow's position as foreman; that the statements made to Grieger related to his failure to pay proper attention to his duties, and not to his union activities; that the statements made to Schiller and to Schwartz did not concern union matters and with respect to Schiller were made to him at a time he was no longer employed by the respondent; and that the statements made to a representative of the Union were only to the effect that some of the respondent's employees had complained to Conforti that the Union's representatives were bothering them at their homes. The record shows that all of the alleged statements, with the exception of those made to Foreman Sydow were made after the Union had won a consent election and had been designated the exclusive bargaining agent of the respondent's employees. While the matter is not free from doubt, the undersigned is of the opinion that the state of the record in this case does not warrant a finding that the respondent has violated Section 8 (1) of the Act by reason of Conforti's statements as above related. The undersigned will therefore recommend that the complaint be dismissed insofar as it alleges that the respondent from about June 1943, and thereafter, violated Section 8 (1) of the Act, by urging, warning and persuading its employees to cease, and refrain from and renounce their union membership and activities, by questioning its employees about their union membership and activities and the Union's membership and activities, and by disparaging the Union and its objectives.

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The undersigned finds that the activities of the respondent set forth in Section III, 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

Having found that the respondent has engaged in certain unfair labor practices, the undersigned will recommend that it cease and desist therefrom and that it take certain affirmative action which the undersigned finds will effectuate the policies of the Act.

The effects and consequences of the respondent's domination and the interference with, and support of the Guild, as well as its recognition of the Guild have constituted an obstacle to the free exercise of the respondent's employees of their right to self-organization and to bargain collectively through a representative of their own choosing. Because of the respondent's illegal conduct with regard to the Guild, it was incapable of serving the respondent's employees as a genuine collective bargaining agency.

On or about October 23, approximately 3 months after the Guild's dissolution meeting, a letter signed by the Secretary of State of Illinois and addressed to the attorney for the Union, was posted on the respondent's bulletin board, and remained so posted for a period variously estimated as between 3 weeks and 2 months. The record does not show who posted the letter or who removed it.[7] The letter stated that the Guild had been dissolved on May 1, 1938, by action of the Attorney General of Illinois for failure to file its annual report.

[7] Conforti testified that the respondent did not post the letter on its bulletin board.

The respondent's counsel in oral argument before the undersigned and in his brief contended that inasmuch as the respondent knew that the letter of October 23, 1943, stating that the Guild had been dissolved by action of the Attorney General of Illinois, was posted on its bulletin board and inasmuch as the respondent permitted it to remain so posted, the letter should be construed as a notice of disestablishment on the part of the respondent and should operate as formal disestablishment of the Guild by the respondent. Irrespective of the respondent's contention, the undersigned is convinced that because the Guild has ceased to function, formal disestablishment of it by the respondent will constitute no more than an empty gesture and the undersigned will therefore not recommend disestablishment. However, the voluntary dissolution of the Guild has no effect upon the respondent's commission of unfair labor practices by its domination, interference, and support of the Guild. Under these circumstances the undersigned believes that the possibility of the revival of the Guild should be foreclosed.

The fact that the Guild is no longer in existence as a labor organization is relevant only to the question of whether the respondent should be required to disestablish it,[8] and not to the question of an adequate order which will foreclose the possibility of its revival.[9] The undersigned will therefore recommend that an order be issued that the respondent cease and desist from such unfair labor practices and refuse to give the Guild any recognition as a collective bargaining agency, if it should ever return to active existence as a labor organization, and refuse to give any recognition as a collective bargaining agency to any organization growing out of or stemming from the Guild.

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

CONCLUSIONS OF LAW

1. Chicago Photo Engravers Union #5, affiliated with the American Federation of Labor is a labor organization within the meaning of Section 2 (5) of the Act.
2. By dominating and interfering with the formation of and contributing support to the Engravers Guild, the respondent has engaged in unfair labor practices within the meaning of Section 8 (2) of the Act.
3. By interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, the respondent has engaged in unfair labor practices within the meaning of Section 8 (1) of the Act.
4. The aforesaid labor practices are labor practices affecting commerce within the meaning of Section 2 (6) and (7) of the Act.
5. The respondent has not violated Section 8 (1) of the Act by urging, warning and persuading its employees to cease, refrain from and renounce their Union membership and activities, by questioning its employees about their Union membership and activities and the Union's membership and activities, and by disparaging the Union and its objectives.

RECOMMENDATIONS

Upon the basis of the above findings of fact and conclusions of law, the undersigned recommends that the respondent, Superior Engraving Company, Chicago, Illinois, its officers, agents, successors, and assigns shall:

1. Cease and desist from:

(a) Dominating or interfering with the administration of the Engraver's Guild, or with the formation or administration of any other labor organization of its employees;

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[8] See *Matter of Swift and Company*, 13 N. L R. B. 992.

[9] See *Carter Carburetor Corporation*, 39 N. L. R. B 1269, *National Tool Company*, 48 N. L R. B. 1254

(b) In any other manner interfering with, restraining, or coercing its employees in the exercise of the right to self-organization, to form labor organizations, to bargain collectively through representatives of their own choosing, to join or assist Chicago Photo Engravers Union #5, affiliated with the A. F. of L., or any other labor organization, and to engage in concerted activities for the purposes of collective bargaining or other mutual aid or protection as guaranteed in Section 7 of the Act.

2. Take the following affirmative action, which the undersigned finds will effectuate the policies of the Act:

(a) Refrain from recognizing the Engravers Guild should it ever return to active existence as a representative of any of the respondent's employees for the purpose of dealing with the respondent with respect to grievances, wages, hours of employment or any other conditions of employment, and refrain from recognizing any organization growing out of or stemming from the Engravers Guild with respect to similar purposes;

(b) Post immediately in conspicuous places throughout its Chicago, Illinois, plant, and maintain for a period of at least sixty (60) consecutive days from the date of posting, notices to its employees stating that respondent will not engage in conduct from which it is recommended that it cease and desist in paragraph 1 (a) and (b) of these recommendations; and that respondent will take the affirmative action set forth in paragraph 2 (a) of these recommendations;

(c) Notify the Regional Director for the Twenty-first Region in writing on or before ten (10) days from the date of the receipt of this Intermediate Report what steps the respondent has taken to comply therewith.

It is further recommended that the complaint be dismissed insofar as it alleges that from about June 1943, and thereafter, the respondent violated Section 8 (1) of the Act, by urging, warning and persuading its employees to cease, restrain from and renounce their union membership and activities by questioning its employees about their Union membership and activities, and by disparaging the Union and its objectives.

It is further recommended that unless on or before ten (10) days from the receipt of this Intermediate Report the respondent notify said Regional Director in writing that it has complied with the foregoing recommendations, the National Labor Relations Board issue an order requiring the respondent to take the action aforesaid.

As provided in Section 33 of Article II of the Rules and Regulations of the National Labor Relations Board, Series 3, as amended, effective November 26, 1943, any party or counsel for the Board may within fifteen (15) days from the date of the entry of the order transferring the case to the Board, pursuant to Section 32 of Article II of said Rules and Regulations, file with the Board, Rochambeau Building, Washington, D. C., an original and four copies of a statement in writing setting forth such exceptions to the Intermediate Report 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 four copies of a brief in support thereof. Immediately upon the filing of such statement of exceptions and/or brief, the party or counsel for the Board filing the same shall serve a copy thereof upon each of the other parties and shall file a copy with the Regional Director. As further provided in said Section 33, should any party desire permission to argue orally before the Board, request therefor must be made in writing within ten (10) days from the date of the order transferring the case to the Board.

Dated September 29, 1944.

LOUIS PLOST,
Trial Examiner.