

In the Matter of THE ANSTICE COMPANY, INC. and UNITED STEEL-
WORKERS OF AMERICA, CIO

Case No. 3-C-749.—Decided May 14, 1945

DECISION

AND

ORDER

On January 23, 1945, the Trial Examiner issued his Intermediate Report in the above-entitled proceeding, finding that the respondent had not engaged in the unfair labor practices alleged in the complaint and recommending that the complaint be dismissed. Thereafter, the attorney for the Board filed exceptions to the Intermediate Report and a brief. No request for oral argument before the Board was made by any of the parties and none was held. The Board has considered the rulings made by 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 brief, and the entire record in the case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner.

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 complaint against The Anstice Company, Inc., Rochester, New York, be, and it hereby is, dismissed.

MR. JOHN M. HOUSTON took no part in the consideration of the above Decision and Order.

INTERMEDIATE REPORT

Mr. Milton A. Nixon and Mr. Isadore Greenberg, for the Board.

Goodwin, Nixon, Hargrave, Middleton & Devans, by Mr. Arthur L. Stern, and Mr. Winslow E. Thompson, all of Rochester, New York, for the respondent.

Mr. John G. Stroebel, of Rochester, New York, for the Union.

STATEMENT OF THE CASE

Upon a charge filed September 2, 1944, by United Steelworkers of America, CIO, herein called the United, the National Labor Relations Board, herein called the 61 N. L. R. B., No. 190.

Board, by its Regional Director for the Third Region (Buffalo, New York), issued its complaint dated November 16, 1944, against The Anstice Company, Inc., herein called the respondent, alleging that the respondent had engaged in and was engaging in unfair labor practices affecting commerce, within the meaning of Section 8 (1) and (3) and Section 2 (6) and (7) of the National Labor Relations Act, 49 Stat. 449, herein called the Act. Copies of the complaint and notice of hearing thereon, and a later notice of continuance of the hearing, were duly served upon the respondent and the United.

With respect to the unfair labor practices the complaint alleged in substance that on or about August 22, 1944, the respondent discharged Russell Locigno and has since refused to reinstate him because of his membership in the United and because he engaged in concerted activities, and that by such conduct the respondent interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

On November 24, 1944, the respondent filed an answer in which it denied the commission of any unfair labor practices. Specifically it alleged that it had discharged Locigno about September 21, 1944, for cause, including insubordination, failure to report for work over a long period of time, refusal to comply with the reasonable instructions of his foreman, improper conduct and violation of established company rules and regulations; and that at no time since the discharge had Locigno requested reinstatement.

Pursuant to notice a hearing was held at Rochester, New York, on December 15 and 16, 1944, before J. J. Fitzpatrick, the undersigned Trial Examiner. The Board and the respondent were represented by counsel, the United by a union official. Full opportunity to be heard, to examine and cross-examine witnesses and to introduce evidence bearing upon the issues was afforded all parties. At the conclusion of the Board's main case the respondent moved to dismiss the complaint for failure of proof. The motion was denied. At the conclusion of all testimony Board's counsel moved to conform the pleadings to the proof in formal matters. The motion was granted without objection. At that time the respondent renewed its motion to dismiss. Ruling thereon was reserved. As will hereafter appear, the motion to dismiss the complaint is granted. The parties waived oral argument, but the respondent filed a brief after the close of the hearing.

From the entire record in the case and his observation of the witnesses the undersigned makes the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE RESPONDENT

The Anstice Company, Inc., is a New York corporation engaged in the manufacture, among other things, of castings, dishwashers, vegetable peelers and canning equipment at Rochester, New York. During the first eleven months of 1944 the respondent used materials in excess of \$250,000 in value, more than fifty percent of which came from points outside the State of New York. During the same period the respondent manufactured products in excess of \$500,000, in value, of which more than fifty percent were shipped to points outside the state. The respondent admits that it is engaged in commerce within the meaning of the Act.

II. THE ORGANIZATION INVOLVED

United Steelworkers of America, CIO, is a labor organization which admits to membership employees of the respondent.

III THE UNFAIR LABOR PRACTICES

A *The discharge of Russell Locigno*

1. Background

The respondent's plant consists of 2 buildings, in one is housed the machine shop with slightly less than 100 workers and in the other is a foundry with from 150 to 200 employees. The present proceeding concerns activities in the foundry only. Prior to 1944 the record discloses no union organizational activity, but beginning in March and continuing through June, 69 foundry employees signed authorization cards for International Molders and Foundry Workers of North America, Local No. 11 (AFL), herein called the Molders. In June and July 97 foundry employees signed authorization cards for the United. At a hearing in Rochester, New York, pursuant to a petition by the United for an investigation and certification of representatives, the respondent, the United and the Molders agreed to a consent election under Board auspices among the foundry employees.¹

2. Locigno's record

His union activities

From the time the Molders began to organize in March and continuing on probably into May, 1944, Locigno was very active in securing foundry employees' signatures to cards for that organization. However, shortly before June he became skeptical of the ability of the Molders to secure a majority among the employees and shifted his allegiance to the United. During the ensuing 2 months period Locigno by solicitation on and off company property and sometimes on company time secured most of the signatures to the United's authorization cards heretofore referred to.² He continued an active protagonist for the United until his discharge on September 22nd, as will hereafter appear. These union activities and Locigno's leading part therein were known to management.

His work as an employee

Locigno came to the respondent on June 14, 1941, as a laborer in the iron department of the foundry³ at 65 cents an hour. After about a year at this type of work he was transferred to the iron cupola at 70 cents an hour. In

¹ Case No. 3-R-846. However prior to the time agreed upon for the consent election, the United filed a petition in Case 3-R-870 covering employees in the machine shop, whereupon the respondent withdrew its agreement to a consent election. The Board ordered the 2 cases consolidated and a hearing was held on September 11, 1944. In the meanwhile, on September 2nd, the United filed the charge upon which the present complaint is based. At the consolidated representation hearing the respondent refused to proceed with the hearing until the Board had made its determination in the complaint case, and moved that the petitions be dismissed. The motion was denied on September 27 when the Board directed a Globe election (*In re The Anstice Company, etc.*, 58 N. L. R. B. 587). On October 10, the United won in the election and was thereafter certified by the Board as the exclusive bargaining representative of the employees in the Foundry and the machine shop, with certain exclusions.

² Locigno's application for the United is dated July 10, 1944.

³ The foundry is a large room about 168 by 140 feet. Running lengthwise on one side is the non-ferrous or brass department. On the other side is the iron division. The two are separated by an iron fence about 5 feet high running the length of the building, except for a 10-foot opening in the center. The laborers assisted the molders, core makers and others in their division, but there was some interchange of labor work between the two divisions when necessary.

April, 1944, he was assigned to the non-ferrous division of the foundry as a laborer. He was then earning 85 cents an hour. His duties consisted in part of carrying pots⁴ of molten brass from the cupola a distance of 75 to 100 feet to where the molders were working. It was hot, heavy work and the fumes from the molten brass bothered Locigno to such an extent that he began to lose weight. After 2 or 3 weeks he went to Foundry Superintendent John Collins and told him that the work was affecting him physically and asked to be transferred to another department. Collins said he would think it over. The same morning Locigno went to his foreman, Robert Brown, reported his request for a transfer to Collins and the latter's reply, and then suggested that Brown assign him to a grinding wheel job near the north end of the division and about 20 feet away from the brass furnace where the brass fumes were not so heavy. Brown took this request to Collins while Locigno waited and later reported to the latter that the superintendent wanted time to think over the second request also. Locigno then left the plant after telling Brown, "Well, he might want two or three weeks to think this over and in case you want me I will be home." The next day Locigno went to the local USES⁵ office, reported that he was a 2nd class engineer but doing laborer's work and requested that the employment office secure a release for him from the respondent. The Respondent's Personnel Manager Kenneth Proud refused to issue the release at the telephone request of USES. After ascertaining that Locigno could not qualify for the higher level of work as a 2nd class engineer, as he had claimed, USES sent him back to the respondent. Locigno reported to Proud the same day who sent him to Collins saying that he would be given a different type of work. Collins questioned Locigno as to why, under the circumstances, he had gone to the employment office, but told him "things will be taken care of" and to report the next morning for work. The next morning Collins told him to help two molders in the iron division. After he had worked as such helper for an hour or two, Collins came to him and asked as a personal favor that he work the remainder of the day in the brass division as they were very short handed. Locigno did as requested and worked the remainder of that day in the brass division doing presumably the same work as he had previously done, but thereafter and until August 10 continued as a helper in the iron division under Foreman Wesley Korfahl at 85 cents an hour which was the top rate of pay for a molder's helper in the respondent's plant.⁶

About the end of July the respondent needed an additional carborundum molder, and as Locigno was a fast, capable helper with a good rating, he was offered the carborundum molder's job at a beginner's rate of \$1.10 an hour. Locigno refused the offer as he considered it a hot, heavy job.⁷ He continued as a helper to the iron molders to and including August 19, which was on a Saturday. On Monday, August 21, he did not work but attended the representation hearing in case 3-R-846 heretofore referred to,⁸ but did not testify. The next morning after he had been working but a few minutes Foreman Korfahl told him that he was being transferred to the brass division and that Molder's Helper Andrew Graziano would

⁴ Usually 2 men carried the pots.

⁵ United States Employment Service.

⁶ Apparently there was no clear distinction either in classification or pay between a laborer and a helper. A helper was an experienced laborer whose work was limited to assisting specified molders and was not required to do the "clean up" work the general laborers were expected to do.

⁷ Foreman Korfahl told Locigno, after the latter had refused the promotion, that he was passing up an opportunity and there would be little further chance for an increase in pay for him.

⁸ Footnote 1, *supra*.

succeed to his present job.⁹ Locigno told Korfahl he would not obey the order and referred to his recent transfer from the brass division because of his health. Korfahl suggested that he wait and talk the matter over with Personnel Manager Kenneth Proud, but Locigno stated that a talk to Proud would do no good and that he was leaving. Instead of leaving at that time Locigno went to Superintendent Collins and reminded the latter of his previous removal from the brass division because the work was injurious to his health, and stated that since such transfer he had been feeling better physically; that he was now ordered to return again to the unhealthful brass work and that it did not "make sense." Collins told Locigno that the order did not seem right but that there was nothing he could do about it and suggested that Locigno wait and talk to Proud about the matter. Locigno refused to wait for Proud¹⁰ Instead he went to the locker room and as he was changing to his street clothes Graziano came in and announced he would not take Locigno's job. The two men then left the plant between 8 and 8:30 a. m.¹¹ and went to the union office.

3. Locigno's discharge; events leading up thereto

The next morning Locigno and Graziano, without changing into their work clothes, reported to Plant Works Manager Walter F. Morton and asked what they were to do. Morton made it plain that they were to do the work to which they had been assigned; that Locigno's new work consisted of helping to make castings for B-29s¹² and while on the brass side it would be about the same work and only about 10 feet away from where he had been working on the iron side of the foundry.¹³ Locigno refused to work unless returned to his old job. Graziano however changed his clothes and reported at his new job. Locigno went to Molder Caesar Marrocco whom he had formerly assisted and after saying, "So long, I'll have to go out again," left the foundry. Within an hour thereafter and at approximately 9:30 a. m. a number of the employees left the foundry in protest against Locigno's transfer. By noon a total of 40 or 50 foundry employees on both sides had joined in the strike¹⁴ which continued for a week when it was abandoned.¹⁵

⁹ Graziano also had been working in the iron section as a helper for two molders who had been doing piece or bench work in contrast to floor work which Locigno's molders had been doing. One of Graziano's molders left the respondent for about a month as he had a farm and wanted to harvest his crop. The other molder whom Graziano had been helping was then transferred to the floor where there was more need for molders. As a result of these changes there was inadequate work to keep Graziano continuously busy as a molder's helper on the benches, and he was available for floor work.

¹⁰ Locigno's talks, first with Korfahl and later with Collins, took place shortly after work at the 7:30 a. m. starting time. Apparently Proud did not come to the office that early in the day.

¹¹ The findings as to the event of August 22nd are based upon the testimony of Locigno and Korfahl. Collins did not testify.

¹² It was well known in the foundry that these castings were made of aluminum and not of brass.

¹³ The fence heretofore referred to as separating the two divisions was between these two locations.

¹⁴ The record is not too clear but apparently the foundry was not closed during the strike. At least some work was done by other employees on the B-29s during the week.

¹⁵ The above finding as to the events on August 23 are based on the testimony of Locigno and Morton. Morton did not deny talking to Locigno and Graziano, but testified that Locigno's refusal to take his assigned job first came to his attention on the morning of August 23 when he was told there was a "sit-down strike in the locker room"; that he went to the locker room and told the employees present substantially what Locigno testified Morton had told him and Graziano. According to Morton his talk took place about 8:30 in the morning. Locigno did not fix the place or the hour of Morton's talk, but as the striking employees did not leave the foundry, according to Locigno, until 9:30 a. m., the

August 30 the striking employees returned to their jobs. Locigno punched his time card with the others and reported to Foreman Korfahl who told him to report to Foreman Brown of the non-ferrous division. Locigno refused to do so. There in the mornings he repeated this performance of punching his time card on all but five of the working days thereafter up to and including September 13, but on being informed by Korfahl and occasionally Morton that he could not have the old job he refused to work. On these occasions, however, he remained in the plant for some time after the work started.

On September 14 President Anstice wrote the following memorandum which was clipped on Locigno's time card:

Your card has been placed in the Time Clock rack for several weeks past. You have rung in fairly consistently, but have neglected to ring out.

I now understand that you are using this privilege to interfere with our War work by upsetting certain of our men with statements, most of which are untruthful.

This is to advise you that beginning Friday morning, September 15th, you will be permitted to ring in if you have an honest intention of going to work. If you ring in with the intention of annoying our men, the privilege of ringing in will be denied you and you will not be allowed to trespass on our property. A copy of these instructions have been given to various foremen and they will act in accordance with these instructions.

On September 18 President Anstice wrote and caused to be mailed the following letter to Locigno:

In that for the past four weeks you have absented yourself from your job in our Foundry, it would seem that your name should be removed from our list of employees, and that you be given your release. Up to this time, your card #910 has been put in its usual place in our Time Clock Rack, and you have been carried as one of our employees, absent during the period mentioned above.

If for a good reason you have absented yourself for the above period, and our usual procedure of striking a man's name off our list after he had been absent for so long a time should not be carried out, you should get in touch with me immediately and state your case.

Within a day or two after receipt of the above communication Locigno called at the respondent's office and talked to Mortimer R. Anstice, Jr., Secretary-Treasurer of the respondent. He inquired of Anstice if there had been any change in his work assignment, and was told that there had been no change—that he was to work as directed in the brass nonferrous division where he was needed. Anstice suggested that he go to Morton if he wanted further information. Locigno then talked to Morton who urged him to give the new assignment a try, saying, "I will show you just what there is to it." The two then went to the brass division and stood behind a molder who was working on aluminum castings for B-29s and Morton said, "You see that is all there is to it, all you have got to do is to help him." Locigno refused to take the assignment because, he testified, there were two other piece-work molders alongside of the B-29 molder who worked "on

talk could have been in the locker room with others present. In any event it is clear that on August 23 Locigno knew his new assignment required him to work with aluminum and not brass although it was in the non-ferrous division.

and off on brass and aluminum"¹⁶ and he could not very well "stand—and watch" the other two without helping them.¹⁷

On September 21 Mortimer R Anstice, Sr., the respondent's president, mailed Locigno a letter, the body of which reads as follows:

I understand that you called at our plant yesterday and stated that you did not wish to return to work for us.

Under the circumstances, I can only take this to mean that you have terminated your employment with our Company and I enclose your release so that you may be free to be employed elsewhere.

You have not availed yourself of the opportunity to continue your employment with us as outlined in my letter to you of September 18th.

Locigno has not since applied for nor has he been reinstated.

4. The August 22 assignment

Board's counsel contends that there was as much need of helpers in the iron division as in the non-ferrous section and that the respondent had no intention of transferring Locigno until the August 21 representation hearing when it became aware of Locigno's interest in the Union; that on learning of his union activity the respondent immediately thereafter assigned him to the non-ferrous division knowing that he could not work with molten brass and would either resign or refuse to take the assignment and be discharged. It is necessary therefore first to determine whether there was any urgent need at the time to transfer any employee to the non-ferrous foundry.

Necessity for the transfer

In the summer of 1944 the respondent was engaged largely in filling orders on war contracts and employed approximately 50 molders in the entire foundry. Each of these molders required assistance to turn over the molds, lay them on the floor and carry and help pour the molten metal. The efficient way to handle this was to assign a man experienced in this line of work as a helper to 2 or 3 molders. However, because of the manpower shortage, the respondent was unable to hire a sufficient number of helpers for assignment to all the molders and those molders who lacked a helper had to depend upon such laborers in the foundry as were available for this assistance, or call another molder from his job. Among the molders in this last category were the 2 or 3 in the non-ferrous division who were making aluminum castings for B-29 warplanes¹⁸. From the early part of the year, according to undisputed and credited testimony, the respondent had been seeking to employ competent help for these aluminum molders, but without success. As the year advanced the demands on the respondent for B-29 castings increased. Although during the year the iron foundry was also looking for additional workers and certainly had no employees to spare, it was not confronted in the summer with the critical situation above described that developed in the aluminum castings. It is therefore found that the requirements

¹⁶ Locigno testified that he did not know what the other two molders he referred to were working on, as they were not "pouring off" at the time, but that he had seen them working on brass "previously" "at times."

¹⁷ The findings as to what transpired at the plant about September 20 are based on the testimony of Anstice, Jr., and Locigno. Morton did not testify relative to the above incident.

¹⁸ Apparently the brass molders were also dependent on laborers for necessary help.

of the respondent's business justified if they did not demand that a molder's helper be transferred from the iron foundry to alleviate the aluminum casting bottleneck.

Selection of Locigno

Locigno was not informed on August 22 as to the nature of the new work but merely told that he was assigned to the brass division. However, the next day he ascertained that he was to help the B-29 molders and would work with aluminum and not brass. These aluminum castings were being made at a point only ten feet away from his former work and approximately twenty feet removed from any brass pouring.¹⁹

Locigno had more seniority and was a more capable and faster workman than Graziano. In fact his record shows that he was the best molder's helper in the foundry. He was the kind of a helper the respondent needed at the time in view of the increasing demands for the B-29 castings.

Foreman Korfahl of the iron division was not consulted relative to the change in the work of either Locigno or Graziano²⁰ prior to August 21, although it was customary to consult the foreman affected when a transfer was in contemplation²¹ The transfer of Locigno to the aluminum castings was ordered by Proud on August 21²² after President Anstice had issued instructions to transfer the best man available for that work because of the pressure on the respondent for more B-29 castings.

On the morning of August 22 after Locigno had refused to take the new assignment and had left the foundry, Korfahl told Proud that it might be a "serious thing" if Locigno should refuse to take the assignment and ask for his release, as they would lose a man, and Proud replied, "Well, that is just exactly what we want to happen" and "we are going to show who is who around this factory."²³

¹⁹ Locigno did not testify that he was sensitive to hot aluminum. He testified that he did not take the assignment even after he had learned that the castings were aluminum because he did not "want to have any part of it" (the non-ferrous division) after he "got out of there "

²⁰ Proud testified that on the previous Friday or Saturday (August 18 or 19), he talked with Korfahl about Graziano "standing around" with not much to do. Korfahl testified that he did not recall any such conversation. As Korfahl's further testimony is credited that after Locigno left he put Graziano on Locigno's former job on his "own initiative" as it was "more important" work, the undersigned finds that the alleged conversation about Graziano on the previous Friday or Saturday did not take place.

²¹ Foreman Brown of the non-ferrous division was not consulted beforehand relative to Locigno's transfer to his department either. However, there could have been no reason for such a consultation because Brown for some time prior thereto had been asking for a helper.

²² Foreman Korfahl, who had been discharged by the respondent on November 25 because he was "non-cooperative", was called as a Board's witness. He testified that President Anstice and Plant Manager Morton asked him to say that he knew that Locigno's transfer had been arranged for by the respondent prior to August 21. In this respect Korfahl testified that at the time of the strike Morton told him he was to "understand" that Locigno was assigned to be a molder's helper on B-29's, and that later Anstice told him that the Board's Investigating Field Examiner was a "smart lady" and to be careful of his answers when he talked to her. Although the respondent had been on the lookout for some time for a helper for the molders on the B-29 work, as herein found, there is no other testimony in the record that the respondent had specifically considered transferring Locigno prior to August 21. In view of the denial of both Anstice and Morton of any attempt to have Korfahl tell anything but the actual facts, the undersigned believes that Korfahl misinterpreted the statement of the respondent's officials.

²³ On cross examination, Korfahl testified that Proud replied, "we are going to show him who is running the foundry," and if he does not take his transfer he (Locigno) will get a release and "that is what we want." Proud admitted in his testimony that he probably told Korfahl at the time that management was running the plant and if Locigno refused to take the assignment and got his release that was what the respondent wanted. He testified

Conclusions

It is obvious that unless the August 22 assignment to Locigno was discriminatory the complaint herein must be dismissed, because in those circumstances he was legally discharged for refusing to do assigned work. The coincidence of the representation hearing, Locigno's assignment and the comment of Proud to Korfahl that the respondent wanted to get rid of Locigno raises some suspicion as to the respondent's good faith in making the assignment, and would be serious if there were evidence of prior or subsequent unfair labor practices by the respondent. There is no such evidence in the record. It is also noted that although Locigno attended the representation hearing on August 21 on behalf of the United he did not testify and the hearing was apparently a very amicable proceeding wherein the United, the Molders and the respondent agreed to have the issues therein resolved by a Board election. Moreover, there is undisputed and credible evidence that the respondent knew of Locigno's union activities as far back as July when they offered to promote him to a more responsible position. Furthermore, a transfer of a helper to the aluminum molders was necessary and it was not a demotion.

Board's counsel contends in effect that because of Locigno's experience the previous spring when his health was affected in handling molten brass, he was justified from a health standpoint in refusing to take any work in the non-ferrous division. There may have been some justification for Locigno's refusal to take the assignment the first day. At that time he had not been informed as to the type of castings on which he was to work and he probably assumed he was to handle hot brass. But the next day he knew the metal on the new job was aluminum. The new assignment was only 10 feet away from his former work²⁴ and at least 20 feet from any brass pouring. He would therefore have been as comfortably situated as before, handling aluminum only half as hot and not as heavy as the iron. It is noted in this connection that the previous spring Locigno had offered to try out a grinding wheel job in the non-ferrous division which was only about 20 feet from brass pouring.²⁵ A refusal to work under such circumstances may be explanatory of the outburst of Proud on August 22nd that the respondent wanted to get rid of Locigno. It is recalled also that almost a month after Proud's comment, Morton, who was over Proud, unsuccessfully urged Locigno to at least try out the new job.

From all the record it is therefore found that the respondent had not discriminated against Russell Locigno within the meaning of Section 8 (3) of the Act.

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. The operations of the respondent, The Anstice Company, Inc., Rochester, New York, occur in commerce within the meaning of Section 2 (6) of the Act.

further that this statement had no reference to Locigno's union activities but that he (Proud) at the time was "burned up" with employees telling him how to run the plant. There is nothing in the record to justify a finding that Proud's remark to Korfahl was heard or transmitted to Locigno or other employees and no such finding is made.

²⁴ The partition which separated the old from the new job was about five feet high and afforded little protection against using noxious fumes.

²⁵ Locigno testified that what affected his health in April were the fumes arising from the molten brass as it was carried from the furnace to molders; that the fumes would bother him within 8 or 10 feet of the pouring, but that the brass pouring only took place every 2 to 2½ hours.

2. United Steelworkers of America, CIO, is a labor organization within the meaning of Section 2 (5) of the Act.

3. The respondent has not engaged in unfair labor practices within the meaning of Section 8 (1) and (3) of the Act

RECOMMENDATIONS

Upon the basis of the above findings of fact and conclusion of law, and upon the entire record, the undersigned recommends that the complaint against the respondent, The Anstice Company, Inc., Rochester, New York, be dismissed.

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.

J. J. FITZPATRICK

Trial Examiner

Dated January 23, 1945.