

RECEIVED MAR 18 1981

IN ARBITRATION PROCEEDINGS PURSUANT TO AGREEMENT
APPLYING TO OPERATION, MAINTENANCE, AND
CONSTRUCTION EMPLOYEES

In the Matter of a Controversy)	
)	
Between)	ARBITRATION CASE NO. 87
)	
PACIFIC GAS AND ELECTRIC COMPANY)	OPINION
)	
And)	BY THE
)	
LOCAL UNION NO. 1245 OF INTERNATIONAL)	CHAIRMAN
BROTHERHOOD OF ELECTRICAL WORKERS,)	
)	
<u>involving the discharge of</u>	W. :)	

BEFORE THE ARBITRATION BOARD:

ROBERT E. BURNS, ESQ., 155 Montgomery Street,
Suite 606, San Francisco, California 94104; Chairman

LAWRENCE N. FOSS, Assistant Business Manager, Local Union
No. 1245 of International Brotherhood of Electrical
Workers, P. O. Box 4790, Walnut Creek, California 94596;
Member appointed by the Union.

CORB WHEELER, Business Representative, Local Union No. 1245
of International Brotherhood of Electrical Workers,
P. O. Box 4790, Walnut Creek, California 94596; Member
appointed by the Union.

I. WAYLAND BONBRIGHT, Manager, Industrial Relations, Pacific
Gas and Electric Company, San Francisco, California;
Member appointed by the Company.

D.P. WILBUR, Drum Division Personnel Manager, Pacific, Gas &
Electric Company; Member appointed by the Company.

APPEARANCES:

ON BEHALF OF THE COMPANY: LAWRENCE VICTOR BROWN, Jr., Esq.
Labor Relations Department, Rm. 444
245 Market Street
San Francisco, California 94106

ON BEHALF OF THE UNION: PETER NUSSBAUM, Esq.
Neyhart, Anderson, Nussbaum, Reilly
& Freitas
100 Bush Street, 26th Floor
San Francisco, California 94104

The Parties and the Issue

Pacific Gas and Electric Company (the "Company") and Local Union No. 1245, International Brotherhood of Electrical Workers (the "Union") are parties to a collective bargaining agreement applying to operation, maintenance, and construction employees (the "Agreement").

Pursuant to the agreement, a hearing was held in San Francisco on December 29, 1980 at which the parties, their attorneys and grievant . W were present. At the hearing, the parties pursuant to a written submission agreement, submitted to the Arbitration Board the following issue:

Was the discharge of grievant W in violation of the physical agreement? If so, what is the remedy?

At the conclusion of the hearing, the issue was submitted upon the filing of briefs by the parties. The briefs were received by the Arbitration Board on February 19, 1981.

Provisions of the Agreement

Section 11204 of the agreement provides:

"A Review Committee shall be established consisting of (3) representatives designated by Company's Manager of Industrial Relations, one of whom shall serve as Chairman of the Committee, and three (3) representatives designated by the Union, one of whom shall serve as Secretary of the Committee. The members of the Committee shall be authorized to make final decision respecting the disposition of any grievance. Company will not assume payment of any expense or lost time incurred by Union members of the Review Committee.

Statement of the Case

Grievant W , a lineman, was discharged on November 20, 1979. He had been first employed by the company on September 13, 1966.

The grounds for grievant's discharge were for an unauthorized appropriation of the company's material to construct an underground service to his residence to replace the existing overhead service, the running of the wires up the company pole after attaching the backing plate and conduit molding and the running of the wires to his meter box. Grievant did not have the proper size meter box and was unable to connect the underground cable to his meter box and he did not connect the cable to the power source of the pole.

The materials taken from the company included the following:

3 Pin Terminals 1/0 size	\$ 2.25
60 Ft. 1/0 Triplex	29.40
10 Ft. 2" schedule 80 moulding	10.80
10 Ft. 2" schedule 40 moulding	7.40
10 Ft. backing plate	<u>2.90</u>

Total Value \$ 52.75

Conversion from overhead to underground service is covered by Public Utility Commission Rule 16. The company's policies which apply to employees and customers provide for an application to the local business office. An estimator of the company then surveys the property, calculates the cost of the material and the crew time for which the customer is billed. In this case, the total cost to grievant would have been \$199.97. A customer is permitted to dig his own trench into which the conduit is placed after inspection by the company to insure that it meets construction specifications. Installation of underground service is performed by a two or three man crew, but never by one person.

In the summer of 1977, grievant decided to install a new patio at his home and to place his electrical service underground. According to grievant, he asked his line forman, E , if he could

take material from the company yard for undergrounding his service; E consented, and told grievant to inform the billing office "when you are complete". E was not called as a witness, but it was stipulated that he would testify as set forth in the report of the local investigation committee where it is stated:

"When asked if he had given Mr. W permission to take the cable and have it billed later, Mr. E said he had no knowledge of any such incident. He said he would have told Mr. W to go to the downtown office and take care of it."

Grievant did not obtain a work order or other authorization to obtain materials. He testified that he went to the underground stock area in the back of the company yard and picked up the materials necessary to complete the job. He did not report the taking of the materials valued at \$52.38 to anyone employed by the company. Grievant completed the trenching, installation of the conduit, backing plate, and conduit molding in about one week.

Grievant became involved in other projects and did nothing further with respect to the underground installation. In March, 1979, grievant and his wife separated and grievant moved out of the house. He forgot about his underground project.

Merle Person has been a security representative of the company for about ten years. He formerly served as detective sergeant in the Fresno County Sheriff's office and while there employed, knew Deputy Sheriff Satterberg. On or about February 20, 1979, Person spoke with Satterberg who told him that neighbors of grievant had observed him carrying objects from a PG&E truck covered with cloth

into his garage at various times. Satterberg also said that there were unconnected wires on a company power pole and that he had received information concerning these wires from grievant's neighbors. Person drove by grievant's house several times and saw the unconnected wires which were hooked to the pole. Thereafter, Person made periodic checks of grievant's residence. These periodic checks continued from February until about October 1979. Person then reported his findings to Stanley Sonberg, General Foreman and Supervisor of grievant. Shortly thereafter, on or about October 20, 1979, there was a meeting between Sonberg, Person, and grievant. Grievant was told that he had been seen carrying materials under a blanket into his home from a company truck. Grievant denied the charge. Grievant did state that the only thing he could remember with respect to PG&E property involved the materials described above which he had brought to his home and installed. He offered to pay for the materials and remove them if required. Grievant initially refused Person permission to search his home, but later that day, he went to his home with Sonberg and Person and arranged with his wife, who was living there, for them to search the home. Grievant also refused to state who had given him permission to take the materials because he did not wish to involve Elsberry. Grievant was told that the severity of discipline would depend upon his disclosure of the requested information and he did finally identify Elsberry.

Grievant explained that he put in a pull box and it was not the right size; that as a typical yard worker he had many projects at the same time; that he did not get around to completing the project by the time he moved out of his home in March 1979; and during this

period, he had six or seven projects going at the same time.

Sonberg additionally recommended against discharge of grievant. This recommendation was not accepted. It was recommended by the San Joaquin division on November 13, 1979 that grievant be given one more chance to name the supervisor and if he did so, the discharge be held pending for further investigation. This recommendation was approved by the company Vice President - Personnel and General Services on November 13, 1979. Grievant identified Elsberry after his termination.

Effective October 1, 1977, Standard Practice No. 735.6-1 was adopted replacing a Standard Practice in effect on October 1, 1977. Grievant had knowledge of No. 735.6-1. The primary change is contained in paragraph one which provided as follows:

It is the policy of this Company that employees shall at all times continue to practice fundamental honesty. Employees shall not, nor attempt to: deceive, defraud, or mislead the Company, other employees, or those with whom the Company has business or other relationships; take or misuse Company property, funds, or service; misrepresent the Company or its employees; divulge or release any information relating to the Company of a proprietary nature; obtain a personal advantage or benefit due to their association with the Company or by use of the Company's name; withhold their best efforts to perform their work to acceptable standards; engage in unethical business practices; violate applicable laws or conduct themselves at any time dishonestly or in a manner which would reflect discredit on the Company. Violation of this policy will subject any employee to disciplinary action, up to and including discharge. In addition, supervisors and working foremen who knowingly allow others to engage in acts of misconduct are subject to appropriate disciplinary action.

A Review Committee decision dated September 26, 1979, dealt with two cases involving theft of company property. The decision of the Review Committee is attached as Appendix A.

positions of the Parties

The Company

The ultimate question is whether grievant's admitted appropriation of the material constitutes a violation of company Standard Practice number 735.6-1 and its statement of policy. Grievant intentionally misappropriated the property without permission for the purpose of circumventing the established rules of which he was aware for converting an overhead service to an underground service and thus avoiding payment for goods and services.

The grievant violated PUC Rule 16 by pulling wire through the buried conduit which had not been inspected by a company supervisor. Grievant admits to having climbed the service pole and affixing the molding to the pole and pulling the wire to the top of the riser. Grievant was not working for the company at the time and he violated Penal Code Section 593(b).

Foreman Elsberry in his testimony to the local investigating committee which was adopted by stipulation as his testimony at the hearing, said that he had no knowledge of giving grievant permission to take the cable and to have it billed later. Moreover, Elsberry stated that he would have told grievant to go to the downtown office and take care of it, that is, to make a proper application for a crew to run the service.

Upon being confronted by Person and Sonberg, grievant refused to identify the supervisor who had given him the permission to remove material and circumvent procedures and it is inconceivable that if grievant were innocent, he would not have come forth with the information and not wait until his termination to identify Elsberry.

Grievant gave an excuse that he wished to install the material before pouring concrete in his patio. Grievant bought the conduit from another source, could have installed the conduit without the necessity of having on hand the materials which he took from the company. Moreover, grievant did install the material within a two week period and then there was a lapse for about a year and eight months before grievant's misconduct was discovered.

Theft is commonly defined as the felonious taking and carrying away of the personal property of another without right and without leave or consent of the owner. The act of theft is complete with the taking. Grievant surreptitiously took the material from the company yard without reporting it to anyone. If grievant intended to pay for the material, he did not do so for a period of about two years after he took the material when he was confronted by his foreman and Person.

Grievant's statement that he would have called the company at the time of the final installation is not credible because grievant as a lineman, was capable of completing the installation, the most difficult part of which had been performed when he laid the conduit, drew the wires, and attached them in place on the pole ready for connection to the power source.

The company has followed a policy of discharging employees engaged in acts of theft from the company. The review committee decision in file number 1451-78-18 applied the standard practice policy of the company and upheld the discharges of two employees who without permission converted to their own use, property of the company. There was no disparate treatment of grievant in this case.

The Union

Grievant maintained a flawless employment record for 13 years and has been discharged for the alleged theft of approximately \$50.00 worth of company material that he attached to one of the company's poles. At the initial meeting with Person and Sonberg, grievant volunteered the fact that he had used company material and he offered to pay for it. He explained that he had been given permission to take the materials and had simply forgotten about it over a period of time. Moreover, he allowed the company to search his home where nothing more was found.

Grievant initially refused to give the name of the supervisor who had given him permission (Elsberry) and this refusal was crucial in the company's initial determination to discharge the grievant. When grievant did supply the information, the company refused to rescind the discharge although the company had indicated to him that the discipline would be reduced if he provided the name of the supervisor. The union believes that Person pushed this case as a favor to his friend, Deputy Sheriff Satterberg, who supplied the original information. Satterberg complained to Person in order to retaliate against W for the complaint that Mrs. W had filed against him. Person's delay of six months or more in reporting the matter to the company management is not credible. His explanation that the delay was to see what would develop is not acceptable.

The company has not proven beyond a reasonable doubt or even by a preponderance of the evidence that grievant was guilty of theft. The company has a heavy burden of proof and had failed to meet this

burden of proof which must be beyond a reasonable doubt.

The criminal conviction for theft requires proof beyond a reasonable doubt that the accused took the property without the consent of the owner and with the specific intent to permanently deprive the owner of its possession. A discharge for theft requires the same showing. A "taking" requires that the accused must have reduced the property to his possession and grievant never did so because he never connected the wires at either end and the materials were attached to a company power pole. The materials thus remained in the company's possession. Furthermore, grievant took possession of the property with the consent of the company. The review committee decision shows that prior to October 1977, supervisors often gave employees permission to remove company property and grievant testified that during the summer of 1977, supervisor Elsberry gave his consent to remove the property in question.

Even if the company had demonstrated the taking of the property, the discharge would still have to be set aside because the company has not proven specific intent which is a critical element of larceny. During the summer of 1977, grievant removed material pursuant to a general company practice which existed until October of that year and the review committee decision establishes that prior to October 1, 1977, it was not uniformly understood or applied throughout the system that employee removal of its property was prohibited. Thus, removing the property from the yard in and of itself did not amount to stealing.

Grievant's failure to notify the billing department about the removal of the materials does not constitute proof of intent to

steal because that failure was due to his lack of a proper pull box, his involvement in other projects at the time, and the break-up of his marriage which led him to move out of his home. Because of these factors grievant never completed his portion of the project and never asked the company to make the final connections. Grievant's testimony that he simply forgot to have the company bill him for the materials is both credible and understandable. If grievant had made the final connection of the wires, the reasonable inference might arise that he did not intend to pay for them, but grievant did not make the final connections and he could have easily done so since this work was part of his normal work duty.

Discharge is totally improper in this case. Two other company employees who used company property without permission, C and C. respectively used a company cable to feed service to a home he was building as a spare time contractor and Creviston took a company pump without permission. Both individuals were suspended for two weeks without pay and Sonberg's conclusion that grievant had permanently installed the cable and that this distinguished it from the other two cases is not credible. Grievant was subjected to disparate treatment.

The company also failed to follow the review committee decision that each case must be judged on its merits taking into account the value of the property, the seriousness of the misconduct and the employee's service record and length of service. The same review committee decision holds that the value of property coming into the employee's possession prior to October 1, 1977 will be excluded from the total value of any misappropriated property. Grievant should be reinstated with full back-pay plus interest.

Discussion and Opinion

It is true, as the union contends, that in cases involving theft, the evidence should be at the least clear and convincing. Theft by an employee is a serious offense which is likely to effect the employee's future employability. Few employers wish to employ a person who has stolen from another employer. The reasons for such an attitude are obvious and do not need extended explanation.

The union is also correct in asserting that theft includes the taking of another's property with the intent to convert the property to the use of the taker. Unless the person charged states or admits that he intended to convert the property to his own use at or after the time he took the property, intent may be found and inferred from the facts and circumstances. The taking of an employer's property without permission of the employer by the removal of the property from the possession of the employer, is some evidence, although not conclusive evidence, of an intent to steal it.

Grievant took the property in question without notifying any management or clerical person of the company that he had taken it. Grievant does assert that Elsberry gave him permission to do so. If we assume that Elsberry had given him permission, there are two critical questions which remain unanswered: 1) Why did grievant not notify the office for a period of over two years after he had taken the property? and 2) why he did not on being confronted by Person and Sonberg in August 1979 disclose the name of the supervisor allegedly giving him permission to take the property.

The property remained in grievant's possession for at least two years because it was located on his property. The fact that the

wires and other materials were attached to the company pole did not change the fact that the wire ran from the company pole through his property to his house. So far as the record shows, no supervisor knew that grievant had company property which he had not paid for.

There is also the fact that the company charge for materials and for installing and connecting the underground service would have been about \$200. If all that grievant testified to is accepted as the truth, there still would have been a charge to him, not only for the materials, but for the service of the crew in making the final hook-up, a fact that may have been on grievant's mind when he obtained the materials in the first place.

Grievant could have installed the conduit under the patio slab and later pulled the wire through the conduit and attached the wire and riser to the pole. Since he obtained the conduit from another source, there was no urgency in obtaining the wire and other materials before installing the conduit and concreting his patio. Grievant must have known that a company inspector would first have to approve the trench and type of conduit before he refilled the trench because he had performed this type of work as an employee. His actions of performing the work in a week and shortly after taking the property is an indication that he intended to complete the work. He did not complete the work because as he testified, he did not have the proper size pull box, which would have cost \$25 - \$35 and because he had many other projects. If grievant had obtained the proper pull box, then the project would have been ready for completion. If grievant did not intend to complete the transfer of service himself from

overhead to underground, he would have had to notify the company. At this point the company would have learned that (1) he had obtained the materials and run the wires up the company pole; (2) at the very least the company management would have learned that he had violated Penal Code Section 593(b), PUC Rule 16, and company policy as expressed in the company Commercial Guide.

Grievant did violate section 593(b) of the Penal Code because outside of working hours he climbed the company pole and installed the wire, molding and backing plate on the pole, without written permission of the company. Grievant also violated PUC Rule 16 in performing the work he performed and the company Commercial Guide.

There is the review committee decision dated September 26, 1979 with respect to Standard Practice No.735.6-1. That decision provides in part that the value of certain types of material that can be proven to have come into the employee's possession prior to October 1, 1977 will be excluded from the total value of any misappropriated property.

The review committee decision upheld the discharges of the two employees who had taken the property described in the committee's report. The last paragraph of the decision applies principally to "junk" or "non-salvageable" property or property taken with the permission of the supervisor, or the removal of scrap "tolerated by the supervisor". The balance of the last paragraph then refers to "property so acquired". It was property so acquired which would be excluded from the total value of misappropriated property if it were acquired prior to October 1, 1977. The statement of policy in Standard Practice 735.6-1 refers to the taking or misuse of "company

property funds or service." "Junk" or "non-salvagable" property is the property of the company even though it has little or no value. Apparently, the review committee in distinguishing between acquisitions prior to October 1, 1977, the effective date of the revised standard practice, had in mind that supervisors had allowed employees to take "junk" and "non-salvagable" property or that the "junk" and "non-salvagable" property was taken by employees in the belief that it was of no use to the company and supervisors condoned such a taking. But the review decision itself demonstrated that the two employees whose discharges were upheld had taken company property of value, apparently after October 1, 1977. Grievant is not excused by the review committee decision, but it is true that conditions were lax prior to October 1, 1977 and that there is a possible ambiguity whether the condoned takings were limited to "junk" and "non-salvagable" property.

The union has urged that Mrs. W had filed a complaint against Deputy Sheriff Satterburg who informed Person of the unattached wired to retaliate against West and Person investigated as a favor to his old friend Satterberg. Person is also described as an unreliable witness because of conflicting statements and the length of the investigation without reporting it to the company for over six months. Even if Person's testimony is disregarded and assuming Satterverg's animus against grievant W, the charge is that grievant took the materials and there is no doubt that he did take the materials, however the company discovered the taking.

The policy of the review committee is to judge the merits of each incident, taking into account the value of the property, the

seriousness of the misconduct, the employee's service record and length of service. A similar policy should apply in arbitration cases.

Grievant had been employed 13 years and had no disciplinary problems prior to this incident. His supervisor did not recommend discharge but a lesser penalty. The value of the company property taken was \$52.75. If the company had installed the underground service the charge would have been \$199.94. There are some unusual, if not bizarre, aspects of this case: the completion of the undergrounding and installation of the wire in the conduit and on the pole within a week or two after taking the materials followed by the lack of any action for over 18 months until grievant moved out of his house in 1979; the three unattached wires at the top of the pole in view of anyone looking in that direction; and the exposed unattached wires close to the meter on his house in plain view of the company meter reader. Grievant did not make an effort to hide that which he was doing.

The union urges that grievant should be reinstated with full back pay but also states that if it is assumed that he committed the misconduct with which he is charged, the circumstances, his length of service, his good record, the fact that the materials were taken before October 1, 1977, and the treatment of C and C by the company together militate against discharge.

The grounds urged by the union are sound and persuasive. The grounds comply with the Review Committee's policy. Grievant's discharge should not be upheld, but a disciplinary suspension is appropriate. There is a serious question whether grievant intended

*Jnt
SUB*

to steal the materials, but he did ~~not~~ take them and his conduct thereafter was unusual, although he did not attempt to hide his partial installation. Grievant at the least violated Penal Code section 593(b), the company rules, and the PUC rule.

After consideration of all the evidence and the circumstances of this case, it is concluded that grievant should be reinstated in his former position with seniority restored and with back pay commencing on the 29th working day after November 20, 1979. Grievant shall receive a disciplinary suspension without pay for 28 working days after this discharge.

Award

Pursuant to the agreement, the stipulations, and the submission the following award is issued:

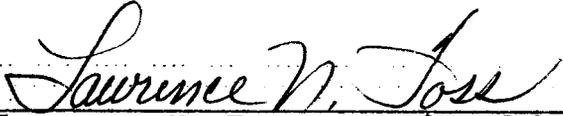
1. The discharge of grievant was in violation of the physical agreement in that discharge was not appropriate to grievant's misconduct.
2. There was just cause for a disciplinary suspension of grievant for 28 working days after the date of his discharge and such a disciplinary suspension is not in violation of the physical agreement.
3. Grievant shall be reinstated in his former position with seniority restored and with back pay commencing on the 29th day after his discharge and until his reinstatement less any wages or earnings received by him during said period. Benefits shall be paid by the company on grievant's net back pay.

4. Jurisdiction is reserved in the event the parties are unable to agree on the amount of back pay and to implement performance of this award.

Dated: March/6, 1981

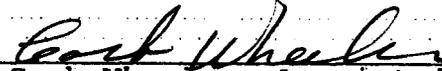
ARBITRATION BOARD:

Concur/~~Dissent~~



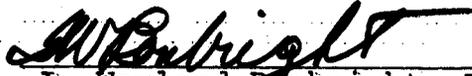
Lawrence N. Foss, Appointed by Union

Concur/~~Dissent~~



Corb Wheeler, Appointed by Union

~~Concur~~/Dissent



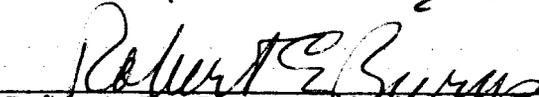
I. Wayland Bonbright, Appointed by Company

Concur/Dissent



D. P. Wilbur, Appointed by Company

Concur



Robert E. Burns, Chairman

LAW OFFICES
ROBERT E. BURNS
155 MONTGOMERY STREET-SUITE 606
SAN FRANCISCO, CALIFORNIA 94104

TELEPHONE (415) 421-1131

April 9, 1982

I. Wayland Bonbright
Manager, Industrial Relations
Pacific Gas and Electric Company
San Francisco, California

Follow-up:		FHG		
IWB	INDUSTRIAL RELATIONS	RRD		
LVB		DMS		
DJB	APR 12 1982	RLS		
PEP		MML		
PNL	SEE ME	REPLY FOR MY SIGN.	HANDLE	LDB
MAS	FVI	FOR YOUR RECOMM.	FILE	100

Re: Pacific Gas and Electric Company
Local Union No. 1245
Arbitration Case No. 87

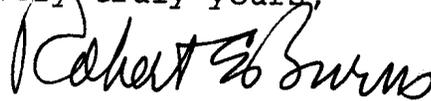
NOTED
APR 12 1982

LWB

Dear Mr. Bonbright:

Enclosed please find five copies of the Supplementary
Award in the above case.

Very truly yours,



Robert E. Burns

REB:ha
enclosures

IN ARBITRATION PROCEEDINGS PURSUANT TO AGREEMENT
APPLYING TO OPERATION, MAINTENANCE, AND
CONSTRUCTION EMPLOYEES

--o0o--

In the Matter of a Controversy]	
between]	ARBITRATION CASE NO. 87
PACIFIC GAS AND ELECTRIC COMPANY]	
and]	SUPPLEMENTARY
LOCAL UNION NO. 1245 OF INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,]	AWARD
<u>involving the discharge of . W</u>]	

BEFORE THE ARBITRATION BOARD:

ROBERT E. BURNS, ESQ., 155 Montgomery Street, Suite 606,
San Francisco, California 94104; the Chairman.

LAWRENCE N. FOSS, Assistant Business Manager, Local Union
No. 1245 of International Brotherhood of Electrical
Workers, P. O. Box 4790, Walnut Creek, California 94596;
Member appointed by the Union.

SUSAN GWINN, Business Representative, Local Union No. 1245
of International Brotherhood of Electrical Workers,
P. O. Box 4790, Walnut Creek, California 94596; Member
appointed by the Union.

I. WAYLAND BONBRIGHT, Manager, Industrial Relations, Pacific
Gas and Electric Company, San Francisco, California; Member
appointed by the Company.

DAVID BERGMAN, Pacific Gas and Electric Company, San Francisco,
California; Member appointed by the Company

Pursuant to the reservation of jurisdiction in the award dated March 16, 1981, a meeting of the Arbitration Board took place on April 7, 1982.

Evidence was received and considered by the Arbitration Board. Pursuant to such evidence and the entire record in the case, the following supplementary award is issued:

1. With respect to a future vacancy in the line subforeman classification in the Fresno Service Center, a bid by grievant W to fill the vacancy shall be considered under the provisions of subsection 205.7(a) of the physical labor agreement.

2. Grievant W is not entitled to additional back pay with respect to temporary upgrades to line subforeman from December 28, 1979 to March 30, 1981.

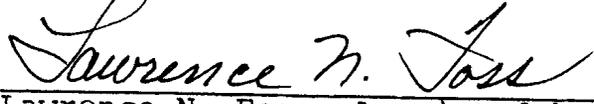
3. Grievant W is not entitled to additional back pay for or appointment to the permanent line subforeman job which was filled on or about September, 1980.

4. The company shall pay to grievant W interest on back pay at the rate of 7 1/2% per annum to January 22, 1982 as provided by subsection 102.4(a) of the physical labor agreement

Dated: April , 1982

ARBITRATION BOARD:

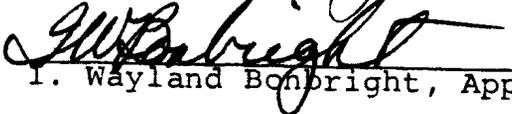
Concur/~~Dissent~~


Lawrence N. Foss, Appointed by Union

Concur/~~Dissent~~


Susan Gwinn, Appointed by Union

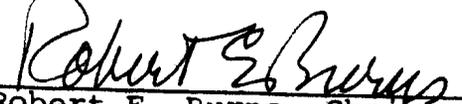
Concur/~~Dissent~~


I. Wayland Bonbright, Appointed by Company

Concur/~~Dissent~~


David Bergman, Appointed by Company

Concur


Robert E. Burns, Chairman