

IN PROCEEDINGS PURSUANT TO THE COLLECTIVE  
BARGAINING AGREEMENT BETWEEN THE PARTIES

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In a Matter of a Controversy )  
 )  
Between )  
 )  
PACIFIC GAS AND ELECTRIC COMPANY )  
 )  
AND )  
 )  
LOCAL UNION NO. 1245 INTERNATIONAL )  
BROTHERHOOD OF ELECTRICAL WORKERS )  
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Arbitration Case  
No. 124

BEFORE: BOARD OF ARBITRATION

APPOINTED BY THE UNION:

ROGER STALCUP and JOE VALENTINO  
Local Union No. 1245, IBEW  
P. O. BOX 4790, Walnut Creek, CA 94596

APPOINTED BY THE COMPANY

RICK R. DOERING and I. WAYLAND BONBRIGHT  
Pacific Gas and Electric Company  
245 Market Street, San Francisco, CA 94106

APPOINTED BY THE PARTIES:

ROBERT E. BURNS  
155 Montgomery Street, Suite 606  
San Francisco, CA 94104

APPEARANCES:

ON BEHALF OF THE UNION:

TOM DALZELL, Esq., Local Union No. 1245, IBEW  
P. O. Box 4790, Walnut Creek, CA 94596

ON BEHALF OF THE EMPLOYER:

L. V. BROWN, JR., Esq., Pacific Gas and Electric Company  
245 Market Street, San Francisco, CA 94106

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 (the "agreement").

Pursuant to the agreement the parties entered a submission agreement providing for a hearing to be held in arbitration case #124 before a Board of Arbitration constituted by the parties. Pursuant to the labor agreement and the submission agreement the following issue was submitted to the Board of Arbitration at a hearing held in San Francisco on January 31, 1985:

Was the discharge of the grievant  
O , a gas service man, in violation of the agreement?  
If so, what is the remedy?

At the conclusion of the hearing the case was submitted to the Board of Arbitration upon the filing of briefs by the parties. Briefs were received on May 8, 1985. The Board of Arbitration waived its executive meeting.

Provisions of the Agreement

Section 7.1 of the agreement provides in part:

"The management of the Company and its business and the direction of its working forces are vested exclusively in Company, and this includes, but is not limited to, the following: to direct and supervise the work of its employees, to hire, promote, demote, transfer, suspend, and discipline or discharge employees for just cause. . ."

## Statement of the Case

Under date of March 16, 1984 the company sent to grievant the following letter:

"This letter is to inform you that effective March 16, 1984, you are discharged from employment for violation of Standard Practice 735.6-1 "Employee Conduct". An investigation of your activities has shown a prolonged practice of energy diversion at your residence, which is in direct violation of policy."

Standard Practice 735.6-1 provides in part:

- "1. It is the policy of this Company that employees shall at all times 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."
- "4. Violation of these policies 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 or fail to report acts of misconduct are subject to appropriate disciplinary action."

Grievant was employed by the company in 1971. He worked as a gas service man until his discharge. Prior to

his employment by the company he had worked for 13 years for an Arizona utility. Eleven of those years he served as a gas serviceman. Prior to his termination he had never been disciplined and had received satisfactory job evaluations both as to the quantity and quality of his work.

The alleged meter tampering and energy diversion occurred at grievant's residence at 3209 St. Ann Court, Antioch, California where he has lived for approximately ten years with his wife and six children, the children having lived in the residence at different times.

The suspicion of alleged meter tampering arose on December 13, 1982 when revenue protection representative Jerome Fuhrmann received a report of a possible irregularity involving the electric meter at grievant's residence. Fuhrmann visited grievant's residence on that day and saw possible indications of tampering with the electric meter: a broken seal, an altered outer seal, and what appeared to be an attempt to turn back the dial's hands physically. Fuhrmann checked grievant's electric bill in November. It appeared to him to have been abnormally low for that time of year. The focus of the investigation later changed to the gas meter. The alleged tampering with the electric meter is not part of this case.

The electric and gas meters are on the side wall of grievant's house behind a fence which is about five plus feet

high. Admission to the meter area is through a gate. Grievant's residence has an 80,000 BTU gas heating furnace and a 220,000 BTU hot tub which was installed about five years prior to grievant's discharge (the latter part of 1978 or early part of 1979). Between December 13, 1982 and June 23, 1983 the meters at grievant's residence were checked 27 times. During these visits readings were taken. On some visits sketches were made of the positions of the index plate screws on the gas meter. Between June 23 and December 18, 1983 the meters were read by the meter reader on a regular monthly basis but there were no further investigatory visits made to the premises. Fuhrmann testified that there was a lapse in the investigation from June 23, 1983 until December 18, 1983; that while he was on vacation revenue protection representative James Frazer received notification from division personnel to cease investigations for some reason which he did not know.

Lowell S. Lawrence is a security representative in the security department. He testified that he first became familiar with the investigation with the meters at grievant's residence in July 1983; that in that month he met with Frazer, Fuhrmann and the general foreman in the Antioch area and went over the situation concerning grievant's residence; that the decision partially made by him was to monitor the situation further to establish whether there was in fact a "good" violation going on; that he did not ask Frazer and Fuhrmann

to suspend the investigation but requested that they continue doing what they had been doing; that on February 27, 1984 he was present when the gas meter at grievant's residence was removed; that the gas meter was delivered to mechanic Center who examined it and made a report; that the screws were furled and the screw with a hole in it to secure the seal was in the lower corner instead of the upper right hand corner; and the index dial was sent to a laboratory for fingerprints and no fingerprints were found; that about three weeks before he was notified he would be a witness he threw out the screws and other evidence in this case with other objects.

Fuhrmann testified that early in 1983 he noticed that the four screw positions of the gas meter reading dials had changed and the screws on the index cover of the gas meter were furled from what appeared to be repeated use of a screw driver to tighten the screws; that the index screw positions again changed on January 16 and January 24, 1983 and May 17, 1983; that between December 18, 1983 and February 22, 1984 he read the gas meter at grievant's residence 15 times; that during that period the screw positions of the gas index cover changed on January 15, 1984 and on February 22, 1984 on which date there was a negative read. There was a read on the gas meter dial of 3416 on that date and on February 20, 1984 there was a read of 3442, on February 18 of 3434, on February 16 of 3424 and on February 14 of 3416; that the negative read and position

of the screws on February 22, 1984 demonstrated that the dial had been removed and manually turned back; that on February 27 the meter was removed and showed a reading of 3442; that between December 2, 1982 and June 19, 1983 the index screw position had changed four times.

After the gas meter was removed on February 27, 1984 it was sent to the shop and inspected by senior meter mechanic Kevin Center. Center testified that in the course of his employment by the company of 12 years he has inspected meters; that he prepared a report of his inspection of the gas meter removed from grievant's residence as follows:

"Screws on index box were found dog-earedred (sic) and excessively tight. Also sealing screw was not in proper location. Screws on index were dog-earedred (sic) and excessively tightened. Index box was very easy to lift off meter once screws were removed."

that at the top of every meter there is a copper wire with a lead seal installed by the manufacturer; that the company only removes the seals during repair and to his knowledge repairs are not made on the field; that when the gas meter from grievant's residence was brought in it did not have a seal on the meter or any sticker on the meter that the seal had been removed in the shop; that the sealing screw is supposed to be on the top side of the index box, upper right or upper left hand side and the sealing screw was not on either upper right or left hand side; that there is a number of ways to have the gas flow through the meter to serve the appliances

in the house and not record the usage on the index; that among these methods, the index may be removed; that a gear in the meter may be removed and the index reinserted; that the index may be physically rolled backwards; that the dog-ears of the index box screws and index screws and the threads in the screws indicated excessive removal and installation; that the meter itself and the screws which were removed were not saved for the hearing; that the meter after repair was probably put to use at some other customer's house; that during his employment he has repaired approximately 100 meters a week making about 5,000 meters a year for 11 years; that at the time he made his written report he did not think it was important to note that the seal was not on the meter.

The gas meter at grievant's residence was purchased in 1978 and installed at grievant's residence on October 27, 1979 according to company records. The gas meter was not removed until February 27, 1984. Center testified that the meter had not been removed in the interim because when gas meters are returned to the shop the meters are repainted and the manufacturer's badge and the company badge are painted over and a sticker is placed on the index; that the gas meter installed at grievant's residence in 1979 was a new meter because it had not been repainted and there was no sticker on the index.

On February 29, 1984 Lawrence offered grievant a

chance to take a polygraph examination at company expense and told him that if it came out in his favor the whole thing would be over; that if he failed the polygraph examination it would not have been used against him; that grievant did not accept the offer because, as he described it, he is a "very nervous person," that he knew nothing about polygraph examinations and that he was "in a state of shock at that time." At the time of the offer by Lawrence grievant had already been suspended and, as he testified, he was going through the most traumatic experience of his life.

Grievant testified that he was given formal training by the company in 1980 in revenue protection and detection of energy diversion; that as an employee of the company the energy conservation program began in 1980; that in 1980 he installed low flow shower heads in both bathrooms in his residence and started using the fireplace through the winter; that in 1981 and 82 he installed a setback on the thermostat of his forced air furnace and lowered the BTU's from 80,000 to 65,000 BTU's and closed three of the seven registers; that in 1980 he installed insulating drapes in the family room windows and in 1982 installed venetian blinds in the two bedrooms and on kitchen windows; that employees receive a 25% discount on their energy bills; that at the time of his discharge the combined income of him and his wife who works was about \$60,000 per year; that he and his wife had a house payment of \$250.00 per

month; that he is familiar with other ways in which a person could steal gas in addition to those testified to by Center; that he could alter the regulator at the meter to increase the pressure which would allow more gas to pass by the meter than would be registered on the meter; that by screwing the regulator all the way down the customer would be receiving a certain percent of unregistered gas on the ratio of about 11 or 12 to seven; that he is also familiar with the ways of diverting electrical energy; that he has never tampered wrongfully or in any way with his gas or electric meter or diverted energy or stolen gas or electricity; that he had no idea there was a negative reading between February 20 and February 22, 1984; that he is not responsible for the negative reading; that he did not know how it came to be that the index plate screws were scratched and furled; that it is not unusual to see the index plate screws scratched or furled; that he did not know how the screws were set in too tight or that the sealing screw was in the wrong position; that he knows the correct position for the special sealing screw from 30 years of habit and seeing it and replacing them many, many times; that most sealing screws are in the upper right hand corner, although some are placed on the upper left hand corner; that approximately 80% of the meters that he has seen in the field do not have seals; that it is not the company practice to replace a seal on a gas meter; that the suggestion from the meter department was

turned down once because it would take probably 20 years to reseal every gas meter that was not sealed; that shortly before his meeting with management on February 27, 1984 he was told by the shop steward that the meters were changed at his house because of suspicion of tampering; that he changed his mind about taking a polygraph examination and early in April 1984 after talking to his union representative and after waiting for the results of the fingerprint examination, which turned out to be negative, he took a polygraph examination under the impression that there was some chance of his reinstatement; that he was recommended to the M & R Polygraph Service by a lieutenant in the police force at Antioch; that he withheld from the polygraph examiner information with respect to his knowledge of the tampering on the morning before the interview with management because he had been advised by the shop steward that the shop steward was not to tell him, the grievant, of the purpose of the meeting set for that afternoon; that he provided the company with the results of the polygraph examination taken in April 1984; that in November 1982 his electric bill showed 20 kilowatt hours; that he turned this amount in as being an error and too low; that over reads of customer's meters were not uncommon; that the company has billed him \$572.92 for gas from June of 1977 to February 1984 based on some computer evaluation of the gas usage in grievant's residence.

The parties stipulated that the bill submitted by the company was being held in abeyance pending the outcome of this case.

The polygraph examiner's conclusions dated May 1, 1984 are as follows:

"Upon completion of five (5) separate polygraph charts a careful review was conducted. Based on this review it is my opinion that you did not personally tamper with you P. G. & E. gas or electric meter. It is however my opinion that you are knowingly withholding information about how and when you learned of this incident. I questioned you about this issue and you responded that a shop person from P. G. & E. advised you of the removal of your meter prior to your meeting with security personnel in February 1984.

"Since we had completed numerous charts at this time I did not conduct further examinations on this issue (question #4). At this time I can not verify your truthfulness on the issue of question #4. Through your statement, however, you were withholding information on this issue."

The contentions of the parties are hereinafter considered. Other facts are set forth, infra.

#### Discussion and Opinion

The company relies on Standard Practice 735.6-1, its concern with customer or employee gas or electric revenue diversions, and the hard line attitude adopted by the company and the union toward employees diverting gas or electricity as evidenced by Standard Practice 735.6-1 and Review Committee File Nos. 1451 and 1452 dated October 8, 1979. In both review cases the employees were found in possession of company

property and the facts of misappropriation were established. In both cases the Review Committee broadened its examination to include the company's application of discipline in cases of similar nature. In both cases the grievances were denied and the discharges of the employees were upheld by the joint action of the company and the union, thereby establishing a precedent final and binding on the parties to the collective bargaining agreement.

There is no doubt that the diversion of gas or electricity by an employee whereby it is not recorded on the meter to his residence is theft of company property. Theft of the employer's property is generally regarded in arbitral circles to be one of the most serious offenses for which an employee may be responsible. Honesty by both the employer and employee is an implied condition of the employment contract. Even absent a rule prohibiting theft or embezzlement, theft by an employee is good cause for disciplinary action up to and including discharge.

The company relies on a number of factors to support its decision to terminate grievant. The critical factor in its long investigation is the negative meter reading on February 22, 1984, coupled with a change in the screw slots on the index box. The read on that date was 3416 while the read on February 20 was 3442. The company takes the position that the gas meter tampering and revenue diversion is unequivocally

established and is thus a "non-issue," the only question being whether grievant is "culpable of these criminal acts."

The union's position is not the same since the union takes issue with each of the factors upon which the company relies and points to defects in the evidence which, the union contends, raises serious questions concerning the alleged meter tampering. Moreover, the union says, the only connection between grievant, a long time employee with a clean record and a household income in excess of \$60,000 per year, and the alleged meter tampering is grievant's ownership of the house. Further, if grievant was inclined to tamper with the gas meter, his many years of experience with the company and with his former employer could not have allowed him to furl the screws, bend the dials, or reset the seal screw in the lower part of the index plate when he knew and had known for many years that the seal screw was placed in the upper right hand or left hand corner of the plate.

The testimony of Fuhrmann who recorded the negative meter reading on February 22, 1984 is attacked because at the time in question it was dark (6:12 AM), Fuhrmann had to use a flashlight, his co-worker had not been able to obtain a read because it was dark and there is no corroboration by way of a photograph or a second witness that Fuhrmann's negative read on February 22 was correct and accurate. Fuhrmann had been at grievant's residence many times beginning in December 1982.

He visited the premises in December 1983 and read both the electric and gas meters and made a record of his readings from February 6, 1984 until February 22, 1984. He visited the premises every two days shortly after 6:00 AM, read the gas and electric meters and made a record of his readings on each of those days. Fuhrmann was thoroughly familiar with the meters and would have a far better recollection of the meters than a meter man visiting the premises once a month. It has long been established in courts of law that one witness to a fact is sufficient if the witness is believed and there is nothing inherently incredible in his testimony. It would have been stronger evidence, of course, if another witness testified to the same facts but another witness was not essential. It would also have been more conclusive evidence if the gas meter in question which was removed had been retained. The facts that it was dark and Fuhrmann's testimony was not corroborated by another witness are not sufficient to disregard Fuhrmann's testimony and the record that there was a negative read on February 22, 1984.

The furred screws on the index box to which Center testified were not retained or produced at the hearing. Center also testified that that the screws had been fastened too tightly and had shiny threads from excessive tightening and loosening. Moreover, the union contends that Fuhrmann could have replaced the furred screws as he noted the change

in the position of the screw slots on January 15, 1984. Added to these matters the union asserts that grievant testified without contradiction that he commonly saw furled screws in the field. As Center testified it would be unlikely that a gas serviceman with 30 years experience would not be likely to fasten the screws on the gas meter too tightly. There is some doubt concerning the furled screws although there is no basis to disbelieve the testimony of Center concerning his examination of the gas meter. Center made a memorandum (quoted above) on February 27, 1984 when the gas meter was taken to the shop that screws on the index box were found "dog-eared and excessively tight and the sealing screw was not in the proper location." Moreover, it may not have been an appropriate part of Fuhrmann's investigation to remove furled screws and replace them with new screws.

The index retaining screws were also not retained although Center reported them to have been furled.

The missing seal on the gas meter at the time of its inspection by Center is significant despite the evidence that about 80% of the company's gas meters do not have seals and that the company policy is not to replace broken seals. It is noted hereinafter that the gas meter was installed in 1979 and not removed until February 27, 1984, that it had not been removed and serviced in the interim, that if the meter had been installed without a seal it would have been through the

shop first. (See the later discussion on this subject.)

The change in screw positions does have significance since on February 22 at the time of the negative read Fuhrmann noted that the screw positions had been changed. The gas usage between February 6 and February 22, 1984 was erratic in the two day intervals from 1.8 therms to 13 therms and except for February 22 the screw positions had not changed. This is some indication that there was no correlation between the change in screw positions and the period of suspected tampering, but it does not change the effect of the negative read on February 22.

The union offers the polygraph examination of grievant as evidence of grievant's lack of involvement in the meter tampering and asserts it should be given full weight, particularly since the company had offered to terminate its investigation if grievant had accepted the company's offer and passed a polygraph examination offered by the company. As the company points out, a polygraph examination is inadmissible over the objection of either party in a civil or criminal proceeding. The rules of evidence are inapplicable in an arbitration proceeding and the polygraph examination was admitted in evidence after the examination and cross examination of the polygraph examiner in order that that testimony and the written report could be considered. A polygraph examination is designed to test the credibility of the person examined and, of course, is

only as accurate or trustworthy as the skill of the examiner and the efficiency of the equipment. In addition, the physical, mental and nervous control of the subject to whom the questions are put necessarily affects the accuracy of the results reported by the polygraph examiner. The credibility of a witness, in this case the grievant, must be determined by the arbitrator and the court or jury in a judicial trial and that responsibility may not be delegated to some other person. A pertinent analogy is shown by the objectionable question which is put to a witness asking whether another witness has told the truth. Such conclusion is vested in the trier of the fact and not in someone else.

If grievant had accepted the offer of security representative Lowell Lawrence, the company presumably would have been bound by its bargain to discontinue the investigation if he was cleared by the polygraph examination. It does not follow that when grievant obtained his own polygraph examination about a month later the company is bound to accept the results of that examination by a polygraph examiner not of its own choosing.

Fuhrmann also placed a pencil mark at the base of the electric meter at the ring opening on January 29, 1984 in order that he could observe a change in position of the ring opening. Fuhrmann found no change in the ring opening which would support a claim of tampering with the electric meter which is not a subject of charge in this case.

The union does not accept the assertion by the company that meter tampering in this case is a non-issue. In fact, as shown by the analysis of the union's contentions the union asserts that the evidence of alleged meter tampering is not established.

According to Center the gas meter in question had never been repaired in the shop. There was no sticker on the index. There is nothing to explain the furling of the screws. Supporting the evidence that the gas meter had been tampered with is the changed position of the screws between January and February 22, 1984, the negative read on February 22, 1984, the furling of the screws, the fact that the meter had not been in the shop between the time it was installed and the time it was removed from grievant's premises on February 27 and the absence of the metal seal. The seal is installed on the meter at the factory of the manufacturer. There is evidence that the meter had not been in the company repair shop from the time it was installed until it was removed in February 1984. Although there is evidence that many of the meters in the field do not have metal seals, the gas meter at grievant's residence should have had a seal. Company records show that the gas meter was purchased in 1978 and installed at grievant's residence on October 27, 1979. If the meter had been removed before February 27, 1984 and taken to the shop, it would have had a sticker on the index and would have been repainted, obscuring the manufacturer's

plate and the company plate and there would have been a record of such removal and repair. Similarly, if the gas meter had been used at another residence before installation at grievant's residence, there would have been a shop record, probable painting, and a sticker if there was no seal. The gas meter had not been repainted and there was no sticker or record of removal. The conclusions are clear: the removal of the metal seal occurred while the gas meter was at grievant's residence; the furling of the screws occurred during that period; the changed positions of the screws occurred during that period (both between January 15, 1984 and February 22, 1984 and in January 1983); the negative read on February 22, 1984; and there had been tampering of the gas meter.

The remaining question is whether there is evidence connecting grievant with the meter tampering. The gas and electric meters are in a fence-enclosed yard beside the garage attached to grievant's house. The house and garage are set back from the sidewalk and street. It is highly unlikely that any other person would tamper with the meter. There is no evidence that the meter tampering in this case was done by some other person. Grievant had possession of the meters as the person occupying the house. Since the gas meter was tampered with and there is no evidence of tampering by another person, the conclusion is unavoidable that grievant is responsible for the tampering unless there is other evidence which

makes the conclusion of grievant's responsibility less than clear and convincing.

The other evidence includes: the polygraphic examination; the absence of fingerprints on the index; the pencil ring opening evidence; the absence of any motive; the lack of sophistication in the suggested energy theft; and consistent usage figures.

The polygraphic examination has been discussed. It goes to grievant's credibility and would only go to prove that grievant is truthful in denying responsibility. If accepted, then the resulting conclusions would be that there was no tampering or if there was tampering, it was by a person or persons unknown who would have had no motive or reason to tamper. There was tampering. No other person is suggested.

The absence of fingerprints on the index was not a surprise to Lawrence who testified latent fingerprint discovery is rare in similar cases.

The pencil ring opening evidence concerned the electric meter. Tampering with the electric meter is not charged. The fact of no tampering with the electric meter is not sufficient to overcome evidence of gas meter tampering. Grievant's family income of over \$60,000 per year and his low mortgage payment is evidence of a lack of motive, but it does not negate the evidence of his responsibility. It is a matter of common knowledge, reported from time to time by the press, that sane,

adult persons, well able to pay and some holding responsible positions, are apprehended for shop lifting items of small value. The reasons for such conduct must be left to the psychiatrists if they are able to know. Suffice it to say, that stealing small items and obtaining something for nothing are maladies (if they can be so described) that affect people in all walks of life. Grievant did have a high BTU consumption hot tub and, as the company points out, the monthly consumption of gas after its installation in 1978 or early 1979 was lower except for a very few exceptions.

The lack of sophistication in the tampering appears to point to someone other than grievant. This returns us to the unknown tamperer. There is recorded evidence of two screw position changes in January and February 1984, a screw position change on May 17, 1983 and three screw position changes in January 1983, all on the same gas meter. That much use by even a trained mechanic would tend to furl the screw heads of what Center described as soft steel screws which are normally replaced when a meter is serviced.

Consistent usage is not borne out by the average units of gas consumed per day from December 18, 1983 to February 20, 1984. The averages prepared by Fuhrmann range from 1.8 to 3.2 to 6.5 to 13 units with other averages in and among those noted. These can be explained by changes in the weather and use or non-use of the hot tub, but they do not show consistent or level usage of gas.

The attorneys for the parties filed able and skillfully prepared briefs. Each brief persuasively argues the contentions of the party on whose behalf the brief was filed. The arguments on behalf of the union and the grievant, as appealing as they are, are not enough to overcome the evidence which establishes in a clear and convincing manner grievant's responsibility for the diversion of gas which was not recorded on the gas meter at his residence. Grievant's long service to the company and his clear record have been considered, but the arbitrator deems himself bound by the Review Committee Decision in Files Nos. 1451 and 1452 on the application of Standard Practice No. 735.6-1. A similar conclusion and result were reached in Case No. 88 by the Board of Arbitration (Harvey Letter, Chairman, May 27, 1981).

It is therefor concluded there was just cause for grievant's discharge which was in accordance with the agreement.

#### Award

Pursuant to the agreement, the stipulations of the parties and the evidence the following award is issued:

There was just cause for the discharge of grievant  
O and such discharge was not in violation  
of the agreement.

Dated: July / , 1985.

BOARD OF ARBITRATION

Concurs/~~Dissents~~

*John R. Deering*

Appointed by the Company

Concurs/~~Dissents~~

*W. Bonbright*

Appointed by the Company

~~Concurs/Dissents~~

*Roger Stetson*

Appointed by the Union

~~Concurs/Dissents~~

*Joe Valentinis*

Appointed by the Union

Concurs

*Robert E. Burns*

Robert E. Burns, Chairman