

IN ARBITRATION PROCEEDINGS PURSUANT TO THE COLLECTIVE  
BARGAINING AGREEMENT BETWEEN PACIFIC GAS & ELECTRIC  
COMPANY AND LOCAL UNION NO. 1245, INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL WORKERS

In the Matter of a Controversy

between

PACIFIC GAS AND ELECTRIC COMPANY,

and

LOCAL UNION NO. 1245, INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL WORKERS,

Grievance of [REDACTED] D [REDACTED]

Arbitration Case  
No. 53

Opinion by the  
Chairman

ARBITRATION BOARD:

ROBERT E. BURNS, Esq., 155 Montgomery Street, San  
Francisco, California 94104; Chairman

LAWRENCE N. FOSS, Assistant Business Manager, IBEW  
Local Union 1245, Post Office Box 4790, Walnut  
Creek, California 94596; Union Board Member.

JOHN T. McMANUS, Business Representative, IBEW Local  
Union No. 1245, Post Office Box 4790, Walnut  
Creek, California 94596; Union Board Member.

I. WAYLAND BONBRIGHT, Manager of Industrial Relations,  
Pacific Gas and Electric Company, 245 Market  
Street, San Francisco, California 94106;  
Company Board Member.

DAVID BERGMAN, Industrial Relations Representative,  
Pacific Gas and Electric Company, 245 Market  
Street, San Francisco, California 94106;  
Company Board Member.

APPEARANCES:

ON BEHALF OF THE UNION:

Messrs. BRUNDAGE, NEYHART, BEESON & TAYER, by PETER  
D. NUSSBAUM, Esq., 26th Floor, 100 Bush Street,  
San Francisco, California 94104.

ON BEHALF OF THE EMPLOYER:

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

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The Parties and the Issues

Pacific Gas & Electric Company (the "company") and Local Union No. 1245 of International Brotherhood of Electrical Workers (the "union") are parties to a collective bargaining agreement (the "agreement").

Pursuant to the agreement and a joint submission agreement a controversy between the company and the union with respect to a grievance filed by the union on behalf of grievant [REDACTED] "D" was submitted to the Arbitration Board. The parties delegated to the neutral member of the Board the framing of the issues within the scope of the evidence and the contentions of the parties. The issues as framed by the neutral member of the Board are:

1. Is the matter before the Board arbitrable under the agreement?
2. Did grievant voluntarily resign her position with the company or was she constructively dis-

charged without just cause?

3. If grievant voluntarily resigned, was the refusal of the company to allow her to change the resignation to a leave of absence improper under the agreement?

4. If grievant was constructively discharged, or if the company violated the agreement in not allowing her to change her resignation to a leave of absence, what shall the remedy be?

At the conclusion of the hearing the issues were submitted to the Arbitration Board after the filing of briefs by the parties. Briefs were filed on September 25, 1974.

#### Provisions of the Agreement

Section 9.5 of the agreement provides in part as follows:

"9.5 Grievances on the following enumerated subjects shall be determined by the grievance procedure established herein, provided they are referred to Company within the time limit specified:

- (a) Interpretation or application of any of the terms of this Agreement;
- (b) Discharge, demotion, suspension or discipline of an individual employee;
- (c) Disputes as to whether a matter is a proper subject for the grievance procedure."

Section 6.1, 6.2(a) and 6.4 of the agreement provide:

"6.1 'Leave of absence' without pay shall be granted to regular employees under the conditions set forth in this Title for urgent or substantial personal reasons, provided that adequate arrangements can be made to take care of the employee's duties without undue interference with the normal routine of work. A 'leave' will not be granted if the purpose for which it is requested may lead to the employee's resignation. For the purpose

of this Agreement, the terms 'leave of absence' and 'leave' signify absence without pay for periods in excess of 10 consecutive work days. In the computation of the length of a 'leave of absence' there shall not be included any time the employee is absent with pay. Absences without pay for 10 consecutive days or less shall also be authorized under these provisions.

"6.2(a) The Company may grant a 'leave of absence' without pay to a regular employee for a period not in excess of 6 consecutive months. It may grant an additional 'leave of absence' without pay to such employee if his personal circumstances and his service to the Company warrant the granting thereof. Except as provided in Section 6.6 and 6.9, a 'leave of absence' will not be granted which, together with the last 'leave' or 'leaves' granted, will exceed 12 consecutive months."

"6.4 An employee's status as a regular employee shall not be impaired by a 'leave of absence'."

#### Review of the Evidence

The union filed on behalf of grievant [REDACTED] "D" a grievance dated February 4, 1974, which was received by the company on February 6, 1974, as follows:

"STATEMENT OF GRIEVANCE AND FACTS UPON WHICH BASED:  
The grievant on 1/28/74 requested and was granted time off, without pay, to conduct business in San Francisco concerning the sale of property. The necessity for the property being sold is a cause of her father being given only a short time to live, as a result of terminal cancer. The grievant again called in on 1/29/74 to request additional time off to collect production records and other pertinent papers necessary for the conclusion of this transaction. Mr. Hansen at this time questioned her further and granted the time off. Mr. Hansen made a statement to the effect, if your personal business is going to interfere with this job why not quit. From this statement the grievant felt Mr. Hansen would not grant a leave of absence. When the grievant found it would be necessary to take additional time off to care for her father until his death, she felt she had no other choice but to resign on 1/30/74 to take care of her father and his estate.

"CORRECTION ASKED FOR: That Company change the resignation tendered by the Grievant to a 'leave of absence' for urgent or substantial personal reasons, as outlined by the Contract. The Grievant needs this time off to be with and provide care for her father in his last days."

The answer of the company dated February 6, 1974, was:

"Since Mrs. "D" voluntarily resigned on January 30, 1974, the Division does not believe this is a proper subject for the grievance procedure."

Grievant "D" was employed on July 30, 1968, in a clerical capacity. On March 19, 1973, she was promoted to the position of clerk-stenographer C and from that date until January 30, 1974, acted as clerk and secretary to J. M. Hansen, District Electric Superintendent in Merced. There is one other clerical employee in the office, the joint pole clerk, whose duties are not compatible with that of clerk-stenographer C, although the joint pole clerk relieves as to part of the duties of the stenographer-clerk C. When grievant was promoted to her position in March 1973, Mr. Hansen reviewed her record and found that she was an average employee, that there were several items in her file concerning absences from work without having given her supervisor prior notice, and that in late 1971 and thereafter while she was employed in the Customer Services Department her supervisor had counselled her on several occasions with respect to her absenteeism for personal reasons and alleged illnesses. Her former supervisor had finally required grievant to produce independent evidence of illness because her sick leave record was under question. Upon promoting grievant Mr. Hansen told her that her attendance record was not acceptable

and could not be tolerated in his department because in a small office there was no one to take over her duties. On March 27, 1973, grievant telephoned at 8:05 A.M. and asked to take the day off on personal business as vacation. She was reminded that she had been told of the importance of good attendance. On April 11, 1973, grievant called at 8:30 A.M. and said she would report in half an hour. At 9:15 she called and said she could not report and then said maybe she could report at noon. Grievant did not report for work that day. Mr. Hansen gave her a letter of admonition and a warning. On August 21, grievant failed to call in or report for work. When asked about the matter, she said she was too far away to make it to work. On August 27 grievant failed to call in or report for work. On August 28 grievant called and said she did not feel well and had not called in on August 27 because she did not wake up. Grievant was given a two day disciplinary lay-off on August 29 and 30, 1973, for a poor attendance record.

Grievant's father had been afflicted with cancer since 1971. In December 1973 it became known that an operation was required. From that time his condition deteriorated until his death on February 11, 1974. Mr. Hansen was aware during December 1973 that grievant's father was seriously ill.

On Sunday evening, January 27, 1974, grievant received a telephone call from her attorney in San Francisco that he wished to see her at his office the next day concerning the sale of an almond ranch owned by her father and located north of Merced. Grievant's father had been attempting to sell this property.

Grievant had no earlier notice of this meeting and called Mr. Hansen about 8 A.M. on Monday, January 28 from San Francisco. She explained the situation to Mr. Hansen and requested and was given the day off by Mr. Hansen. Grievant returned to Merced the late afternoon of that day. When she returned home she received a telephone call from the realtor, who was handling the sale of her father's property and who told her that the prospective buyers required some additional papers. Grievant was asked to bring the papers to Turlock the following day.

On Tuesday, January 29, grievant called Mr. Hansen at about 8 A.M. and said to him that she needed time off that day to obtain and deliver papers to Turlock in connection with the sale of her father's ranch. Mr. Hansen told her that she did not need all that time and he could not authorize her absence for the day. He asked for grievant's telephone number and told her that he would call back.

Mr. Hansen called grievant's home, questioned her concerning the amount of time off which she needed that day and urged her to report for work that afternoon to assist him in preparing for the District Safety Committee meeting. Mr. Hansen told grievant that her job was not a part-time job and that if she could not take care of her personal business and the job, then she should resign. Grievant stated that she would report for work, or try to do so at 1 P.M. of that day.

A part of grievant's duties included the preparation of a master calendar and files for District Safety Committee meetings.

dance. The management acted in good faith and thought that grievant had indeed resigned and that her job had been awarded to another employee. Grievant's statement of resignation to Mr. Hansen on the morning of January 30 set in motion the events which thereafter occurred. Back pay would not be equitable under the circumstances of this case, but grievant should be restored to her position within five days of the date of this award.

The right of Mrs. M[REDACTED] to grievant's job was vested subject to divestment if the grievance herein was upheld. Such a result necessarily flows from the collective bargaining agreement which grants seniority rights but also grants employees and the union the right to submit controversies to the grievance procedures and arbitration. Mrs. M[REDACTED], therefore, has not been damaged nor is the company subjected to a claim by Mrs. M[REDACTED].

#### Award

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

1. The issues are arbitrable under the agreement.
2. Grievant was not constructively discharged.
3. Grievant voluntarily resigned.
4. The company's refusal to allow grievant to change her resignation to a leave of absence was improper under the agreement.
5. Grievant shall be reinstated in her former position within five days of the date this paragraph of the award is concurred in by two of the arbitrators.



Mr. Hansen is Chairman of the committee. The master calendar and files were customarily prepared a day or so prior to the meeting so that Mr. Hansen could review them and prepare for the meeting. Grievant had not prepared the documents for the meeting by reason of her absence on January 28.

Mr. Hansen had some doubts concerning grievant Duke's statement concerning the necessity of time off on January 29 and drove to her home several times, knocked on the door to see if she was still there. After speaking with Mr. Hansen, grievant had gone to the ranch, looked for and found the papers and delivered them to the realtor in Turlock. She then returned home about the middle of the day and telephoned the hospital to learn whether her father had been released. She learned that the doctor had not signed a release. Grievant went to the hospital. The attendants there told her that her father would not be released until the doctor signed the release. Grievant then returned to the ranch to obtain an extra bed so that her father could stay with her in her apartment when he was released from the hospital. She did not return to her apartment until late in the afternoon.

On Wednesday, January 30, grievant reported at the office at 8 A.M. and spoke with Mr. Hansen who had been in the office since about 6:30 A.M. preparing for the Safety Committee meeting scheduled for that day. Mr. Hansen was not pleased by grievant's absences the two preceding days. Mr. Hansen testified that grievant said she knew he needed someone to help with his work, that she could not take care of all her personal business and that she

was going to resign. Grievant testified that she offered to quit although she did not really wish to do so, but that she made the statement because she felt that in order to get the time off to take care of her sick father's affairs she would have to quit. Grievant also testified that her conclusions were based on earlier statements by Mr. Hansen that she resign her position.

Mr. Hansen did not suggest that grievant apply for a leave of absence on the ground of urgent or substantial personal reasons and did not urge grievant not to resign. He accepted her resignation and requested the other clerk in the office to type the necessary payroll change form. Grievant had prepared a number of such forms during the course of her work in the office.

Grievant left the office and went to the hospital and had her father released. Later in the day she spoke with Melvin De Rosa, the union steward, and told him that she had not wanted to quit but rather would have preferred to have a leave of absence. Mr. De Rosa stated that he would contact Ron Van Dyke, the union business representative. Matters of this type are handled by the union business representative rather than the union steward. Mr. De Rosa attempted to contact Mr. Van Dyke. He called his home and left a message on the telephone recording device. He also called again on Thursday, January 31, and left another message to the same effect. Mr. Van Dyke was in Bakersfield. He received the messages when he called home about 5 P.M. on Thursday, but he did not return home until Friday, February 1, when he telephoned the personnel department of the company concerning the messages he had

received. He spoke with David Solberg, the company's personnel manager, and told him that there was a problem concerning grievant and that he would visit the company office on Monday, February 4, to review the record.

On Monday, February 4, Mr. Van Dyke examined grievant's personnel file and told Mr. Solberg that there was a problem and that subject to confirmation by her, his position was that grievant would like to have the resignation changed to a leave of absence. Mr. Solberg told Mr. Van Dyke that it was too late to do this and said that he believed that grievant had been absent on January 28 because she and a boy friend had been in a motel in San Francisco that morning. A letter from grievant's attorney states that grievant was in his office on the morning and part of the afternoon of January 28.

During this conference on Monday, February 4, Mr. Solberg stated that grievant could not be granted a leave because someone else had been awarded her job.

On January 30 Mr. Hansen called the personnel department to learn who the senior pre-bidder was for grievant's position and was given the name of [REDACTED] Me [REDACTED]. He told Mrs. Me [REDACTED] before February 5 that she was the senior bidder and on February 5 told her that as senior bidder she could have the position. Miss M [REDACTED] assumed the position on February 8.

After grievant's employment was terminated Mr. Hansen learned that the Safety Committee report for the fall 1973 meeting had not been mailed by grievant to the members of the Committee for

their corrections, comments, and reports concerning corrections of possible hazards and other matters in the reports. The mailing of the report was part of grievant's responsibilities.

### Positions of the Parties

#### The Union

The union urges that under section 9.11 and other provisions of the agreement the controversy between the parties is arbitrable and that the arbitration involves a question of the interpretation and application of provisions of the agreement, particularly section 6.1 thereof.

The union also urges that grievant was constructively discharged without just cause. An employee must be aware of his or her rights and there is no evidence that grievant consulted with anyone before offering her resignation. Although she had typed forms covering leaves of absence, there is no evidence that grievant was aware of her rights or understood the procedures for obtaining a leave. At the time of her alleged resignation, grievant was under great emotional and physical stress and this is a factor in determining whether a resignation is actually a voluntary resignation. Moreover, grievant was coerced into resigning because Mr. Hansen had suggested to her that her job was not a part-time job and that if she could not take care of her personal business, then she should resign. This was not the first time that he had suggested resignation, and such a suggestion was made with full knowledge of the emotional stress being suffered by grievant. Instead of attempting to assist grievant, Mr. Hansen immediately

provided her with a resignation form. He was not unhappy to see grievant leave. This is borne out by the insertion by Mr. Solberg on the resignation form "in lieu of discharge". Grievant's termination of employment must, therefore, be treated as a discharge.

There is no showing by the company of just cause for grievant's discharge as required by section 1.3 of the agreement. Grievant's record alone would not justify her discharge and her absences on January 28 and 29 were not sufficient to justify such discharge. Grievant was not absent on those dates by reason of personal pleasure. The absences occurred only because her father was seriously ill and she was required to take care of his affairs. The illness of her father constituted an urgent and substantial personal reason within the meaning of section 6.1 of the agreement.

The company improperly refused to permit grievant to change her resignation to a leave of absence. If it should be found that her resignation was voluntary, grievant, nevertheless, should be reinstated because the company improperly refused to permit grievant to change her resignation to a leave of absence. The company should have informed grievant of her right to have time off to conduct her urgent and substantial personal business under section 6.1 of the agreement. Mr. Hansen had a duty to inform grievant to her right of a leave of absence as the company has done with respect to other employees.

Beyond the foregoing, the company violated the principle that even a voluntary resignation can be withdrawn if it is done in timely fashion and the employer will not be prejudiced.

Both of these criteria are met in the present case. Grievant was too upset to go back to Mr. Hansen on January 30 and withdraw her resignation. She did speak to the shop steward and tell him she would prefer a leave of absence. After that time grievant thought that the union would handle the matter for her. As early as Friday, February 1, Mr. Solberg was notified that there was a problem, and on the following Monday, February 4, Mr. Van Dyke informed him that grievant wished to have her resignation changed to a leave of absence. Mr. Solberg stated that it was too late to change her resignation because someone else had been awarded the job when, in fact, Mrs. M [REDACTED] was not awarded the job until February 5, the following day, and did not assume the position until three days after that. The award of the job to Mrs. M [REDACTED] could have been rescinded. The real reason the company would not allow grievant to withdraw her resignation was that it did not wish grievant to continue her employment.

Grievant should be granted a six month leave of absence dating from January 30, grievant should be reinstated and granted back pay from August 1, 1974, when she would have returned to work after her leave of absence.

#### The Company

The Merced shop steward, De R [REDACTED], first informed union business representative Van Dyke that grievant had been coerced into resigning, but after Mr. Van Dyke discussed the matter on February 4 with Mr. Solberg and after talking with grievant he found out that her resignation under duress was not the case.

Mr. Hansen's statements to Mrs. D [REDACTED] on January 30 must be viewed in the context. He had advised her that he could not grant her time off and grievant had replied that notwithstanding she was going to take the time off. On January 30 Mr. Hansen was in a position of reviewing facts upon which he could later recommend a course of action relative to grievant's future status. Mr. Hansen knew that grievant's father was ill and in the hospital as he had been for almost two months. Nothing was brought to his attention which would indicate urgent necessity for grievant's absence. Grievant had been counselled and warned about her absences and her former supervisor refused to accept her word alone to excuse her absences for illness and had imposed the sanctions authorized by the agreement to require a satisfactory evidence. After grievant's assurance on January 28 that she would report for work on January 29, she gave what Mr. Hansen considered an implausible explanation for her further absence on Tuesday. Mr. Hansen's warning on January 29 was given with ample justification and her attention to her personal matters was at the sacrifice of the company's work which could not be put off. So on January 30 Mr. Hansen was set to conduct an investigation of grievant's conduct instead of opening her conversation with a request for a leave of absence, grievant abruptly announced her resignation, which foreclosed any further inquiry as to her recent activities.

A resignation may be withdrawn before it becomes effective provided that the status quo has not changed in the mean time. The situation here is different because several days had elapsed

before the company was contacted and a leave of absence was requested. In the interim the company determined that Mrs. M [REDACTED] was entitled to the promotion and informed her of this fact on February 5. Although there is a conflict in the testimony, it is clear that Mr. Van Dyke first requested the leave after Mrs. M [REDACTED]' appointment was firmed up. Mrs. M [REDACTED] has a vested right in her job and any reinstatement of grievant would interfere with such right.

Notwithstanding the foregoing, grievant would not have been entitled to a leave of absence because she had not come forward with any believable evidence to the extent that she could not have handled her job and taken care of her father and his business affairs concurrently. Her father was competent and handled the ranch transaction just the week before and the other reason underlying her request was to care for him at a time that he was in the hospital. Moreover, the evidence shows that grievant removed her father from the hospital without the doctor's consent. There was no urgency in getting the papers for the realtor since the agreement had been made and the papers could have been obtained at a time which would not have interfered with grievant's work at her job. Moreover, grievant's sister was available to assist in these matters.

The Board should find that grievant's employment terminated on January 30, 1974, and that she should not be reinstated under any circumstances.



## Discussion and Opinion

### Arbitrability

Section 9.5(a) provides that grievances shall be determined by the grievance procedure with respect to "interpretation or application of any of the terms of this agreement" and section 9.5(c) provides that grievances with respect to "disputes as to whether a matter is a proper subject for the grievance procedure" shall be determined by the grievance procedure of the agreement. The last step of the grievance procedure is to submit a grievance, which is not settled, to an Arbitration Board as provided by section 9.11 of the agreement. The grievance herein concerns the interpretation and application of the terms of the agreement since it involves the question of whether or not grievant resigned her position or was constructively discharged. Furthermore, since the arbitrability of the grievance was raised by the company in its answer to the grievance, that question is also subject to arbitration under the agreement and is properly before the Arbitration Board.

It is, therefore, concluded that this grievance is arbitrable and is properly before the Arbitration Board.

### Resignation or Constructive Discharge

When grievant saw Mr. Hansen on the morning of January 30, she probably was under strain and emotionally upset. She probably intended to resign at the time she made her statement, but she soon changed her mind because she told her union steward that afternoon that she wished to withdraw the resignation and

not later than February 4 and there is evidence that the company was aware that there was a problem with respect to the resignation on February 1, the Friday before. Grievant, therefore, should have been allowed to withdraw her resignation and consideration could then have been given by the management to the granting of a leave of absence or disciplinary action.

The foregoing brings us to the matter of grievant's reinstatement. The union asks that she be reinstated as of August 1, 1974, after a six month's leave of absence would have expired, with back pay since that date. Grievant should be reinstated but back pay involves other considerations.

Grievant's past record has been reviewed above. If grievant had not said that she would resign, Mr. Hansen would have considered her entire record and probably would have discovered her failure to send to the Safety Committee Members the report and minutes of the 1973 fall meeting. Grievant had been counselled and warned of disciplinary action. She knew that there were only two clerks in the office and that her attendance was needed, particularly to prepare for the District Safety Meeting. Grievant's sister was in Merced and presumably could be called upon for family business. A disciplinary penalty short of discharge would have been justified. We, thus, have the unusual situation where grievant should have been granted a leave of absence and there were grounds for disciplinary action. Grievant's past record during times when her father was not in a terminal condition shows a lack of responsibility toward a job which she knew required atten-

apply for a leave of absence. Her statement to the union steward is evidence that she was aware of her right to apply for a leave of absence. Grievant had prepared leave of absence forms for other employees. The evidence, therefore, does not establish that grievant was not aware of her rights under the collective bargaining agreement to apply for a leave of absence. Moreover, the evidence does not establish that grievant was forced or induced by Mr. Hansen to resign. Mr. Hansen was not satisfied with grievant's attendance record, and her absences on January 28 and 29 were detrimental to the routine of the office, including the preparation for the Safety Committee Meeting. His earlier statements to grievant that she should resign if she could not handle her private affairs and her job obligations were reasonable under the circumstances. Grievant had a record of absences and failures to call in. Employment involves reciprocal obligations. In return for the wages and benefits received, an employee has the obligation to report for work and perform satisfactorily the job duties, subject to absence by reason of illness and other events beyond the control of the employee. Grievant's attendance record had been the subject of counselling, warnings, and a suspension. Her statement later in the day to the union steward that she wished to apply for a leave of absence is a clear indication that grievant, on the morning of January 30, believed that her personal life was interfering with her employment obligations because she did wish time off to take care of her father and his affairs.

Section 6.1 of the agreement provides for a leave of

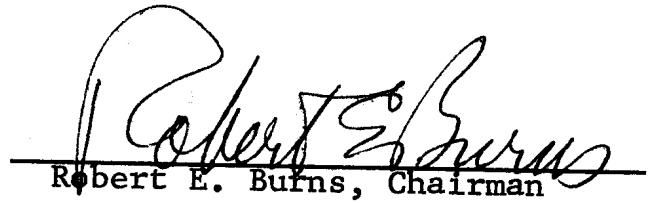
absence without pay "for urgent or substantial personal reasons" provided adequate arrangements can be made without undue interference with normal routine of work. Grievant's problems with her father, who was in the terminal stage of cancer, and his estate problems appear to have been urgent and substantial and the basis of a leave under section 6.1.

Mr. Van Dyke told Mr. Solberg on Friday, February 1, that there were problems arising from grievant's resignation. At their meeting on February 4 he asked that the resignation be converted to a leave of absence without pay subject to checking with grievant. Mr. Solberg's reply that the job had been filled was in error since the job was not offered to Mrs. M [REDACTED] until February 5. A telephone call to Mr. Hansen by Mr. Solberg could have stopped the acceptance of Mrs. M [REDACTED]'s bid, pending the investigation of the resignation matter. Mr. Solberg, on February 4, believed that grievant's excuse for her absence on January 28 was untruthful when, in fact, grievant told the truth when she said that she was in her attorney's office in San Francisco on that day. The notation on the resignation form "in lieu of discharge" indicates that management was dissatisfied with grievant's work and conduct and there is evidence that Mr. Solberg believed that grievant would have been disciplined had she not resigned.

The right of Mrs. M [REDACTED] to the job had not vested on February 4. Her testimony is that it was offered to her on February 5. A resignation normally may be withdrawn if the rights of others have not intervened. The request for withdrawal was made

6. Grievant is not entitled to back pay or fringe benefits during the period she has been off the job.

Dated: ~~October~~ November 8, 1974.

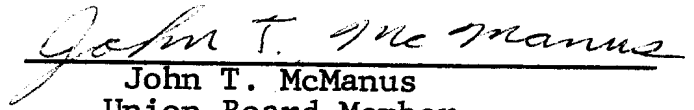
  
Robert E. Burns, Chairman

I concur with respect to Paragraphs 1, 4 and 5 of the  
award. Dated: Nov. 8, 1974, 1974.



Lawrence N. Foss  
Union Board Member

I concur with respect to Paragraphs 1, 4 & 5 of the  
award. Dated: Nov 8 1974, 1974.



John T. McManus  
Union Board Member

I concur with respect to Paragraphs 1, 2, 3 & 6 of the  
award. Dated: 8 November, 1974.



I. Wayland Bonbright  
Company Board Member

I concur with respect to Paragraphs 1, 2, 3 & 6 of the  
award. Dated: 11-8-, 1974.



David Bergman  
Company Board Member