DEFERRED DISCIPLINE: WRINKLE OR FACELIFTING?

by Thomas P. Gilroy

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By THOMAS P. GILROY

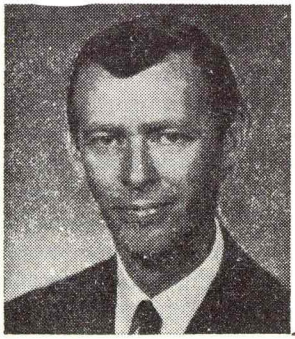
Management's right to initiate disciplinary action subject to later challenge by the union has been the accepted pattern in our industrial relations system for a number of years. The purpose of this article is to review a recent exception to this pattern and discuss its possible implications on our existing system of industrial relations and on the role of arbitration in that system.

THE COLLECTIVE BARGAINING CONTRACT of a large midwestern manufacturing firm reads in part:

"The company shall have the right to discipline employees for good and sufficient cause. The company shall make discipline effective without delay. If the employee or the Union feels that the action is not justified, claim of unjust discipline may be made and appealed through the grievance procedure in the manner provided herein."

Industrial Discipline

The language of this contract clause is not unusual. In essence it reaffirms both the traditional right of the company to discipline for just cause and the right of the union or employee to challenge such decision through the grievance procedure and ultimately through arbitration. Though there may be variations in the specific contract language, in the type of grievance machinery provided, in the provisions for arbitration, and so forth, the basic philosophy of industrial discipline has been that of management's right to initiate disciplinary action subject to later challenge by the union. Most labor-management contracts today provide for arbitration, by a neutral third party, of disputes arising under the collective bargaining agreement. The union trades a no-strike pledge during the life of the contract for management's agreement to have certain decisions subject to challenge through the grievance and arbitration machinery. Ordinarily, the company still retains the right to initiate action such as discipline, discharge, and so on. For example, if an employee is accused of theft, he may be discharged by the firm and the penalty may be imposed prior to any appeal through the grievance and arbitration procedure. In effect, he is guilty unless subsequently he is successful in winning a grievance claim or an arbitration award reversing or modifying the company's action.



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CWA v. N. Y. Telephone Company

On February 15, 1968, a three-man arbitration panel rendered an award in a dispute between the Communications Workers of America and the New York Telephone Company. (See Addendum.) This award resolved a nine-day walkout of CWA workers over what the union described as a "brutal assault on a worker,"[1] in the Bedford-Stuyvesant area of New York City. The basic issue involved was the right of certain employees to protection on work assignments where the employee claimed personal danger due to fear of criminal or physical attacks.

The award of this arbitration panel applied to installers, repairmen, solo splicers, communications servicemen, chauffeurs, or linemen (solo) on any tour of duty, including overtime, who request protection. It also included building servicemen, building mechanics, janitors and watch engineers assigned to certain areas. The panel designated high-crime areas in New York State to which this award would apply. The decision provided that:

"If any employee covered in Article I is dispatched to work assignment located within the Designated Areas and asks his foreman for protection because he claims he will be in personal danger at the site of the work assignment, management will provide on-the-job protection at the site of the work assignment, which protection as determined by the company shall be either the assignment of another employee, or supervisor, or some other person to be present, or police protection."[2]

Unmounted employees and chauffeurs are also included. Provision is made in the award for future labor-management agement practice involving what we high-crime areas; either party may submit the issue to arbitration.

Deferred Discipline

This, in brief, is the substance of the award and the issue as it confronted the arbitration panel. Our purpose in developing this background is to place in context another aspect of this arbitration award dealing with an interesting departure from traditional labor-management practice involving what we shall refer to as "deferred discipline."

The CWA-New York Telephone Company award included a discipline procedure for employees who refused work assignments, unless provided with protection, in areas not covered by the award or not under study as designated areas. This discipline procedure is to operate as follows:

[1] *Daily Labor Report,* BNA, Washington, D. C., February 26, 1968, p. A-1.

[2] *Daily Labor Report,* BNA, Washington, D. C., p. E-1 (Official text of award.).

"The employee will be told within seven calendar days after he has refused to perform work, ride or proceed without protection what disciplinary action management intends to impose. If both parties agree at a meeting of no more than three company representatives and no more than three union representatives that the proposed discipline should be sustained, the employee shall than be disciplined. If the parties do not agree that the proposed discipline should be sustained, *the company may submit the proposed disciplinary action to arbitration and the disciplinary action shall not be imposed until after the arbitration proceeding.* In the event of such a submission, the arbitrator shall sustain the proposed discipline of the employee unless it can be demonstrated that under the same circumstances a reasonable man would have refused to perform work or ride or proceed to the work site, without protection. The arbitrator, under this procedure, shall have no power to modify the discipline proposed. If the arbitrator sustains the company, *only then shall the employee be disciplined to the extent proposed by the company; if the arbitrator does not sustain the company, the employee shall not be disciplined."*[3] (Italics supplied.)

Thus we have here a fundamental departure from established labor-management practice. Although limited to a specific problem area, rather than applying to all disciplinary action under the contract, this concept whereby management may not carry out a discipline decision without union agreement or *until after the arbitration decision* raises several interesting questions related to accepted industrial discipline procedure and the relationship of the arbitration process to the collective bargaining agreement. Might this concept of "deferred discipline" be applied generally to discipline and discharge cases in labor-management contracts? What might be the advantages and disadvantages of adopting this "deferred discipline" concept? Might it be a useful concept if limited to specific types of cases as with the CWA agreement previously referred to? How might such a concept affect the process of arbitration?

Employment of the System

Let us examine first some of the possible advantages and disadvantages of using a system of deferred discipline. It might be argued that such a system would insure that the involved employee would not be subject to the personal embarrassment of "living with the penalty" until an appeal is processed and in many cases until an arbitrator rules on the case. In the suspension or discharge case there may be hardship due to loss of regular income and even where an arbitrator reinstates with back pay this may not make the employee whole financially.

It might also be argued that deferring disciplinary action until after the appeal procedure has been exhausted may reduce the turnover of employees who, though subsequently reinstated by an arbitrator do not return to the firm. A study by Arthur Ross of 123 reinstated cases found 12 employees who never returned to work.[4]

How much of this type of turnover would be avoided, if any, by a deferred discipline system is difficult to say. In this type of situation where the employer is reversed by the arbitrator but the employee does not return, the employer may feel that he lost the battle but won the war.

[3] *Daily Labor Report,* BNA, Washington, D. C., p. E-3.

[4] Arthur M. Ross, "The Arbitration of Discharge Cases: What Happens After Reinstatement," *Current Issues in Labor Arbitration,* Proceedings of 10th Annual Meetings, National Academy of Arbitrators, BNA Inc., Washington, D. C., 1957, p. 33.

Deferred discipline might also reduce the possibility of supervisory action taken in haste since authority to act on the spot is reduced or eliminated. In addition, a deferred discipline approach might be considered a quid pro quo for obtaining more union cooperation in disciplinary matters. Some might wish to argue that since in discharge cases the company is the moving party and since generally the burden of proof in discharge arbitrations is on management, it would be consistent to first make the company prove its case before imposing any penalty. These are some of the possible arguments that might be advanced as advantages of a system of deferred discipline.

The limitations of a system of deferred discipline might seem more obvious. It could be argued that this would be merely another serious erosion of management's right to run the business and to make necessary decisions. The deferred concept might also be challenged as a serious limitation on supervisors whose authority has already diminished over the years. It might be claimed that such a system would allow employees who have allegedly committed serious offenses, to remain on the job until a decision is reached, when in fact their continued presence in the work place would be detrimental to other employees.

One might argue further that the present system works well and is accepted by management, labor, and arbitrators — therefore, why change? A deferred approach flies in the face of accepted practice and tradition and would do more harm than good. It could be said that such a system would encourage employees to violate rules since they would view deferred discipline as strengthening their position. Finally, without exhausting all the possible arguments, it can be asserted that there are many practical difficulties; for example, if an arbitrator upheld the company's desire to discharge an employee would that employee owe the firm the wages paid him since he committed the offense, and so forth.

Specialized Use of the System

On balance, it would seem extremely unlikely that a system of deferred discipline is on the horizon of our industrial relations system. However, the possibility does exist for its use in special situations such as our early reference to the CWA-New York Telephone dispute. As mentioned earlier, the arbitration panel in this case qualified the deferring of discipline by indicating that the arbitrator shall sustain the proposed discipline of the employee unless it can be demonstrated that under the same circumstances a reasonable man would act in the same fashion. In addition, the arbitrator cannot modify the proposed discipline. The use of deferred discipline might be used only for certain types of cases and limitations such as the above placed on the arbitrator.

Under a system of deferred discipline, a question arises as to who is the moving party. While it is the company who must take the case to arbitration, normally in a discharge case the company is the moving party and it may be argued that the burden of proof rests with it. However, if the parties operate under an agreement that the proposed discipline shall be sustained unless it can be shown that the employee acted reasonably as in the CWA example, it would appear that the burden of proof in this situation rests with the union. This may be another avenue for making this concept more acceptable to management.

Adoption of a system of deferred discipline might of course change somewhat the parties' views toward arbitration. Normally, it is the union that challenges through the grievance proce-

dure and then requests arbitration. With the limited deferred discipline system in the arbitration award previously cited, a company committee meets with a union committee on the discipline at issue. If the union does not agree, management's only recourse is to go to arbitration, just the reverse of the usual role of the parties in the grievance procedure. In effect, the union is given at least a temporary veto over disciplinary action. With the company now in the position of requesting arbitration rather than the union, there might be an effect on the number and type of cases going to arbitration. It could be argued that management will force an issue to arbitration only where it strongly feels it has a "winner" whereas the union leadership, being subject to a special set of political pressures, would normally use the arbitration process more frequently. Since discipline and discharge cases are normally the greatest single cause of disputes going to arbitration, a reduction in the number of these cases could have a significant effect on the use of arbitration.

Conclusion

We have drifted rather far afield in the area of assumptions, possibilities and conjecture. But to discuss a system that does not generally exist as yet forces us to do so. The purpose of this article has been to look at a different approach to industrial discipline, to give one limited example of its present use and discuss some of the questions that such a system raises for industrial relations and arbitration. The CWA-New York Telephone arbitration award may be no more than one more interesting wrinkle on the maturing face of collective bargaining. On the other hand, deferred discipline may develop into a significant facelifting operation.

ADDENDUM

In the Matter of a Dispute

—between—

THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

Employee Organization

—and—

THE NEW YORK TELEPHONE COMPANY

Employer

AN AWARD

ARTICLE I

The Award shall apply whenever employees classified as installers, repairmen, solo splicers, communications servicemen, chauffeurs, or linemen (solo) on any tour of duty, including overtime, request protection because of claim of personal danger due to fear of criminal or physical attack. In addition, the Award shall apply to building servicemen, building mechanic, janitor and watch engineer if they are given an assignment in a designated area other than the buildings or offices spelled out in Article VI. This Award is effective March 18, 1968, and constitutes the entire commitment of the Company to these employees with respect to protection in such circumstances, and all prior agreements and local practices, including the agreements of December 4, 1962 and of August 9, 1967, are hereby terminated.

ARTICLE II

A condition of this Award is that it be exercised by each party in good faith.

ARTICLE III

SECTION 1. There has been established for purposes of this Award a group of areas collectively called the Designated Areas. The areas which collectively make up the Designated Areas are outlined in red on attached Exhibit A. (Herein deleted.)

SECTION 2. If any employee covered in Article 1 is dispatched to a work assignment located within the Desig-

nated Areas and asks his foreman for protection because he claims he will be in personal danger at the site of the work assignment, management will provide on-the-job protection at the site of the work assignment, which protection as determined by the Company shall be either the assignment of another employee, or supervisor, or some other person to be present, or police protection.

SECTION 3. If any employee covered in Article 1, any of whom is unmounted, is dispatched to a work assignment located within the Designated Areas and asks his foreman for protection because he claims he will be in personal danger in the vicinity of the site of the work assignment, he will be provided the protection specified in the preceding paragraph in the vicinity of the work assignment.

SECTION 4. If a chauffeur is dispatched on a route within a Designated Area and asks his foreman for protection because he claims he will be in personal danger while he is making a delivery at the site of an unattended Company building or an unattended locker located within a Designated Area, management will provide protection at the site of the unattended Company building or unattended locker, which protection as determined by the Company shall be either the assignment of another employee, or supervisor, or some other person to be present, or police protection.

ARTICLE IV

SECTION 1. Because of changing conditions the Union may propose to the Company that an area outside of the Designated Areas become a Temporary Study Area in order to consider the possibility of later adding this area to the Designated Areas provided for in Article III in this Award. Conversely, because of changing conditions the Company may propose to the Union that an area theretofore included as a Designated Area become a Temporary Study Area in order to consider the possibility of later removing this temporary Study Area from the Designated Areas and of applying to this area the procedures prescribed in Article V.

SECTION 2. The parties may agree that an area outside of the Designated Areas should become a Designated Area, or that an area theretofore included as a Designated Area should no longer be considered as a Designated Area and should become subject to the procedures prescribed in Article V, as the case may be. In such event, the change in areas shall be effective immediately upon agreement of the parties.

SECTION 3. If the parties do not agree to establish a Temporary Study Area, either party may submit the proposal to establish the Area to the Arbitrator provided for in Article VII. The Arbitrator shall commence hearings within ten calendar days after the request for arbitration is made in order to determine whether the area requested shall be established as a Temporary Study Area for a twenty-one calendar day period. The Arbitrator shall make his determination as soon after the close of the hearing as possible, but in no event more than five calendar days after the close of the hearing.

SECTION 4. If the Arbitrator determines that the area shall not be established as a Temporary Study Area, the area shall continue as a Designated Area as provided in Article III, or shall continue to be considered as an area outside of the Designated Areas and subject to the procedures prescribed in Article V, as the case may be.

SECTION 5. If the parties agree to consider the area as a Temporary Study Area, or if the Arbitrator determines

the area to be a Temporary Study Area, not more than three representatives of the Company at least one of whom shall be an Assistant Vice-President-Personnel Relations or his alternate, and not more than three representatives of the Union at least one of whom shall be at the Area Director level of the Union or his alternate, shall meet during a period of twenty-one calendar days in order to determine, as the case may be, the following question: whether the area shall be established as a Designated Area as provided in Article III, or whether it no longer shall be considered a Designated Area and shall become subject to the procedures prescribed in Article V.

If the parties are unable to reach agreement on this question at the conclusion of the twenty-one calendar day period, either party may submit this question to the Arbitrator provided for in Article VII for determination. The time limits for the hearings and the award shall be those set forth in Section 4 of Article VII.

SECTION 6. If any employee covered in Article I is dispatched to a work assignment located within the Temporary Study Area during the twenty-one calendar day period or during such additional period required for the Arbitrator to make a determination of the question, and asks his foreman for protection because he claims he will be in personal danger at the site of the work assignment, management will provide on-the-job protection at the site of the work assignment, which protection as determined by the Company shall be either the assignment of another employee, or supervisor, or some other person to be present, or police protection.

SECTION 7. If an employee covered by Article I, any of whom is unmounted, is dispatched to a work assignment located within a Temporary Study Area during the aforesaid period or periods, and asks his foreman for protection because he claims he will be in personal danger in the vicinity of the site of the work assignment, he will be provided the protection specified in the preceding paragraph in the vicinity of the site of the work assignment.

SECTION 8. If a chauffeur is dispatched on a route within a Temporary Study Area during the aforesaid period or periods and asks his foreman for protection because he claims he will be in personal danger while he is making a delivery at the site of an unattended Company building or an unattended locker located within a Designated Area, management will provide protection at the site of the unattended Company building or unattended locker, which protection as determined by the Company shall be either the assignment of another employee, or supervisor, or some other person to be present, or police protection.

ARTICLE V

SECTION 1. If any employee covered in Article I is dispatched to a work assignment located outside of a Designated Area and outside of a Temporary Study Area and asks his foreman for protection because he claims he will be in personal danger at the site of the work assignment, a supervisor shall investigate the claim, and if the supervisor determines that such employee will be in personal danger, on-the-job protection at the site of the work assignment will be provided. The protection as determined by the Company shall be either the assignment of another employee, or supervisor or some other person to be present, or police protection.

SECTION 2. If the supervisor concludes that there is no personal danger, he shall state this to such employee and ask him to perform the work without protection. If such employee then re-

fuses to perform the work, the Company will reassign the employee, and the work will be performed by management.

ARTICLE VI

Notwithstanding any of the provisions of this Award, no employee covered by Article I shall be provided protection, except under circumstances involving obvious personal danger, while working in any of the following buildings or offices located in a Designated Area, in a Temporary Study Area, or outside of such area or areas:

(a) Buildings, offices and associated facilities of public utilities including those of the Company.

(b) Buildings and offices of all Federal, State and City Departments and agencies, including schools, police stations, and hospitals.

(c) Buildings, offices and stores of business enterprises such as banks, chain supermarkets, insurance companies, and reputable retail shops and restaurants.

(d) Buildings, auditoriums, and offices of religious institutions.

If any employee covered by Article I refuses to perform such work, the Company will reassign the employee, and the work will be performed by management.

ARTICLE VII

SECTION 1. The Company and the Union shall designate two Arbitrators who shall be used as the need arises on an alternate basis. If the parties cannot agree upon an arbitrator, the procedures set forth in Section 6 of this Article VII for the selection of an arbitrator shall be applicable. Except for a request for arbitration provided for in Section 3 and 5 Article IV, which may be submitted directly to the Arbitrator in accordance with the provisions of those sections, all requests for arbitration under Sections 2 and 3 of this Article VII shall first be submitted to a meeting of no more than three representatives of the Company at least one of whom shall be an Assistant Vice President-Personnel Relations or his alternate, and not more than three representatives of the Union at least one of whom shall be at the Area Director level of the Union or his alternate, within five calendar days after the request for the meeting is made in order to resolve, if possible, the matter submitted. If the matter is not resolved, it may thereafter be submitted, within fourteen calendar days after the start of the meeting, to the Arbitrator for resolution. Employee members of the Union's committee shall be compensated in accordance with the provisions of the Collective Bargaining Agreement between the parties which apply to third step grievance meetings.

SECTION 2. Notwithstanding any of the provisions of this Agreement:

(a) The company may claim that any employee covered by Article I or group of such employees, or that Union or local representatives or officials within the Designated Areas, or within a Temporary Study Area, or in connection with a work assignment or delivery outside of such Area or Areas, are making or causing to be made unreasonable claims of personal danger, or are unreasonably raising the number of requests for protection on work assignments or deliveries, or are in any other manner abusing the provisions of this Award.

Such a claim may be submitted to the Arbitrator, who shall determine whether such employee, or group of such employees, or such representatives or officials acted unreasonably or abused the provisions of this Award. If the Arbitrator finds that such employee, or group of such employees, or such representatives or officials did act unreasonably or did abuse the provisions of the

Award, he shall direct the employee or employees, or representatives or officials, to cease and desist from such conduct.

In accordance with the procedures set forth below, the Company may discipline any chauffeur who has refused to perform work or ride without protection except under the circumstances described in Article III, Section 4, and Article IV, Section 8, and the Company may discipline any employee covered by Article I:

(i) who has refused to perform work without protection at the site of a work assignment located outside of a Designated Area and outside of a Temporary Study Area; or

(ii) who has refused to perform work without protection in any of the buildings or offices listed in Article VI, wherever located; or

(iii) who, when mounted has refused to ride to the site of a work assignment, without protection, within a Designated Area, a Temporary Study Area, or outside of such Area or Areas; or

(iv) who, when unmounted, has refused to proceed to the site of a work assignment, without protection, outside of a Designated Area and outside of a Temporary Study Area.

Any discipline to be imposed shall be in accordance with the following procedure: The employee will be told within seven calendar days after he has refused to perform work, ride or proceed without protection what disciplinary action management intends to impose. If the parties agree at the meeting prescribed in Section I of this Article VII that the proposed discipline should be sustained, the employee then shall be disciplined. If the parties do not agree that the proposed discipline shall be sustained, the Company may submit the proposed disciplinary action to arbitration and the disciplinary action shall not be imposed until after the arbitration proceeding.

In the event of such a submission, the Arbitrator shall sustain the proposed discipline of the employee unless it can be demonstrated that under the same circumstances a reasonable man would have refused to perform work, or ride or proceed to the work site, without protection.

The Arbitrator shall have no power to modify the discipline proposed. If the Arbitrator sustains the Company, only then shall the employee be disciplined to the extent proposed by the Company: if the Arbitrator does not sustain the Company, the employee shall not be disciplined.

SECTION 3. Either the Union or the Company may arbitrate a grievance regarding the true intent and meaning of a provision of the Award, or a matter referable to arbitration as provided in this Article VII, or in Article IV, Section 3 and 5. It is understood that the right to require arbitration does not extend to any matters other than those expressly set forth in this Section.

SECTION 4. The Arbitrator shall commence hearings within ten calendar days after a request is made by either party. A transcript shall be made, but except for the first case on any matter before the Arbitrator, briefs will not be submitted. The Arbitrator will render his award as soon after the close of the hearing as possible, but in no event more than five calendar days after the conclusion of the hearing (except that if briefs are filed in the first case this interval shall be extended). A short statement of the reasons for the award shall be submitted to the parties either at the time the award is rendered or within five calendar days after the award has been rendered. The decision of the Arbitrator shall be final and binding upon the parties, and the Company and the Union agree to abide thereby.

SECTION 5. The parties may introduce any relevant evidence when a claim, a grievance, or proposed disciplinary action is submitted to an Arbitrator under the provisions of Sections 2 and 3 of this Article VII. However, in making his award the Arbitrator is not bound by any agreements or local or administrative practices which may have existed before the effective date of this Award.

SECTION 6. Either party may remove the Arbitrator, or any subsequent Arbitrator selected in accordance with the following provisions of this Section, by giving thirty calendar days notice to the other party. After giving notice of the removal of the Arbitrator, or after his resignation, the parties, as expeditiously as possible, shall agree upon another Arbitrator. If the parties cannot agree upon an Arbitrator, either Party may request the New York State Board of Mediation to submit a list of eleven Arbitrators. Each party alternately shall strike a name from the list and the person last remaining on the list shall become the Arbitator.

SECTION 7. Each party shall bear the compensation and expenses of its representatives and witnesses. The compensation and expenses of the Arbitrator and any other expenses of the arbitration proceeding shall be borne equally by the parties.

SECTION 8. It is understood that the Arbitrator shall not have power or jurisdiction to deal with any matter which is not expressly made arbitrable by the provisions of this Award.

ARTICLE VIII

It is agreed that neither the Company, its representatives and supervisors, nor the Union, its Locals, representatives and the employees it represents, will attempt to bring about the settlement of any issue arising out of or relating in any manner to a claim of personal danger due to fear of physical or criminal attack by means other than the provisions of this Award, including the arbitration provisions.

ARTICLE IX

This Award shall terminate on the expiration date of the Collective Bargaining Agreement between the parties which was effective May 22, 1967.

Arbitration Panel: James J. McFadden, Chairman; Gerald Ryan, Member.

February 15, 1968

DISSENTING OPINION

February 19, 1968.—On August 10, 1967, the agreement referred to as the Commodore Agreement was signed by representatives of the Communications Workers of America and the New York Telephone Company. Such Agreement brought an end to a work stoppage and established guide lines for the parties to follow in their attempts to reach agreement on procedures, circumstances and conditions under which employees in 4 specific job classifications would be provided escorts. Such Agreement also provided for the establishment of a Board of Arbitration to resolve the matter in the event that the parties were unable to reach agreement. The parties were unable to reach agreement.

The first meeting of such Board of Arbitration was held on November 30, 1967. From the very beginning of the Board's deliberation and right up to the moment that the majority opinion was issued, the Arbitrators tried to get the parties to resolve their differences voluntarily. All items in dispute except one were resolved either by agreement between the parties or by acceptance of recommendations made by the Arbitrators. Those resolutions are embodied in the Arbitrators' Award. Both parties should be commended for their cooperation with the Arbitrators. The only issue that could not be resolved volun-

tarily was the categories of employees covered by the Agreement.

Paragraph 2 and 5 of the Commodore Agreement establish the authority of the Board of Arbitration. A reading of such paragraphs makes it abundantly clear that any determination by the Board of Arbitration must be restricted to the 4 job classifications. At the outset, the Company contended that the Arbitrators' Award could apply only to the 4 job classifications set forth in the Commodore Agreement, namely, Installers, Repairmen, Solo Splicers and Communications Servicemen. The Union contended that the Award should apply to all employees. During the mediation efforts, the Company agreed to add Chauffeurs and Lineman (Solo) but it was unwilling to go beyond that point. The Union was unwilling to agree to that limited expansion of the 4 job classifications set forth in the Commodore Agreement. In spite of this lack of agreement by the parties the majority opinion is made applicable to Building Serviceman, Building Mechanic, Janitor and Watch Engineer under certain specified conditions as well as the 4 job classifications set forth in the Commodore Agreement.

To the extent that the Arbitration Award is made applicable to the job classifications beyond the 4 job classifications spelled out in the Commodore Agreement the majority of the Arbitrators have exceeded the authority bestowed on them by such Agreement.

In the absence of any agreement to expand the jurisdiction of the Board beyond those 4 job classifications, I hold that the Award should apply only to Installers, Repairmen, Solo Splicers and Communications Servicemen. Otherwise, I agree with the Award.

Vincent P. Moravec

[The End]