STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

ONDOSSAGON DRIVERS, CUSTODIANS, COOKS, AND SECRETARIES' UNION,	:	
Complainant,	:	Case 23 No. 33121 MP-1584
vs.	:	Decision No. 21594-A
ONDOSSAGON PUBLIC SCHOOLS,	:	
Respondent.	:	

Appearances:

Mr. Barry Delaney, Executive Director, Chequamegon United Teachers, Route 1, Box 1055, Hayward, Wisconsin 54843, for the Complainant.

Dr. Michael J. Wallschlaeger, District Administrator, Ondossagon Public Schools, Route 3, Ashland, Wisconsin 54806, and Mulcahy and Wherry, S.C., Attorneys at Law, P. O. Box 1030, Eau Claire, Wisconsin 54702, by Mr. Bruce A. Barker, on the briefs, for the Respondent.

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Ondossagon Drivers, Custodians, Cooks and Secretaries' Union having, on March 30, 1984, filed a complaint with the Wisconsin Employment Relations Commission alleging that the Ondossagon Public Schools had committed prohibited practices in violation of Sec. 111.70(3)(a)5 of the Municipal Employment Relations Act by violating the collective bargaining agreement; the Commission having appointed Jane B. Buffett, a member of its staff, to act as Examiner, to make and issue Findings of Fact, Conclusions of Law and Order pursuant to Sec. 111.07(5), Stats.; hearing having been held at Ashland, Wisconsin, on May 22, 1984; transcript having been received on June 15, 1984; briefs and reply briefs having been filed, the last of which was received on August 23, 1984; and the Examiner, having considered the evidence and arguments of the parties, makes the following Findings of Fact, Conclusions of Law and Order.

FINDINGS OF FACT

1. That Ondossagon Drivers, Custodians, Cooks and Secretaries' Union, hereinafter, the Union, is a labor organization with offices at Route 1, Box 1055, Hayward, Wisconsin 54843.

2. That Ondossagon Public Schools, hereinafter the District, is a municipal employer with offices at Ashland, Wisconsin 54806.

3. That the Union is the recognized exclusive bargaining representative of certain District employes in a unit of all non-certified employes, including clerical, school lunch cooks, custodians, bus mechanics, school bus drivers and teacher aides employed by the District; excluding part-time incidental help, student school lunch help, and the District bookkeeper.

4. That at all relevant times, the Union and the District are parties to a collective bargaining agreement which governs wages, hours and conditions of employment; that said agreement contains a grievance procedure, but no provision for final and binding arbitration; and that, additionally, said agreement contains the following pertinent provisions:

ARTICLE VII - REDUCTION IN FORCE

If necessary to decrease the number of employees or reduce the regular hours of any position (more than a 20 percent reduction) within a department (cooks, clerical, bus drivers,

custodians, mechanics and aides) the Board may lay-off the necessary number, but only in inverse order of the appointment in each department. Such employees shall be reinstated in inverse order of their being laid off when vacancies occur. Such reinstatement shall not result in loss of credit for previous years of service. No new or substitute appointments may be made while those who were laid off are available to fill the vacancies. In the event the Board decides to sell the buses the Board will bargain the impact.

. . .

ARTICLE IX - HOURS

. . .

E. All employees hired by the District after June 30, 1982 and who will work less than 720 hours per year shall receive an additional $1.65 per hour wage rate for their hours worked.

ARTICLE X - INSURANCE AND RETIREMENT

. . .

B. The Board shall provide, without cost to the employee, complete dental care protection (Plan I Dental Insurance) through the WEA Insurance Trust for single or family plan as is applicable to all employees.

All employees who work more than 720 hours per year and all employees employed by the District prior to July 1, 1982 (including employees on leave and those on lay-off that may be recalled) shall receive the above paid insurance.

An employee who is eligible for group dental insurance benefits elsewhere, may choose to be provided monies for a fringe benefit option in lieu of remaining in the District's dental plan. The amount of money contributed by the District shall not exceed $200.00. If the premium exceeds $200.00, the additional amount will be deducted from the employee's payroll checks.

C. The Board shall provide, without cost to the employee, complete health care protection (hospital - surgical - major medical insurance) through the WEA Insurance Trust for single or family plan as is applicable to all employees.

All employees who work more than 720 hours per year and all employees employed by the District prior to July 1, 1982 (including employees on leave and those on lay-off that may be recalled) shall receive the above paid insurance.

An employee who is eligible for group health benefits elsewhere, may choose to be provided monies for a fringe benefit option plan in lieu of remaining in the District's health plan. The amount of money contributed by the District shall not exceed $800.00. If the premium exceeds $800.00, the additional amount will be deducted from the employee's payroll checks.

. . .

ARTICLE XVIII - PRODUCTIVITY

The District and Association agree that increased productivity of the District is an important goal. The parties agree to cooperate and work together in identifying areas where improvement can be realized.

Continuous delivery of educational services in the most efficient, effective and courteous manner is of paramount importance to the School District, the Union, and the community they serve. Such achievement is recognized to be a mutual obligation of both the School District and the Union within their respective roles and responsibilities.

5. That during the course of bargaining for the 1983-85 collective bargaining agreement, several proposals and counterproposals regarding an amendment to ARTICLE X - INSURANCE AND RETIREMENT were made; that the District's initial insurance proposal was as follows:

PROPOSAL NO. 2: Article X Insurance and Retirement

F. If an employee has hospital benefits provided under another policy, the Board will not pay a premium which would result in duplicate health insurance benefits. At the beginning of every school year, the Board will issue non-duplicating insurance coverage statements which each employee must sign to verify that they are not presently covered under another health insurance policy and return it to the district office before their insurance policy will be renewed for the school year.

G. The employer may from time to time change the insurance carrier and/or self-fund its health care program if it elects to do so. In order to achieve additional economies of scale, in this and any other fields of coverage, the employer may from time to time also change insurance carriers and/or self-fund such coverage. No employee shall make any claim against the employer for additional compensation in lie (sic) of or in addition to his cost of coverage because he does not qualify for the family plan.

That the Union's initial insurance proposal was as follows:

3. Article X - Insurance and Retirement - page 6

Add the following sentences to the first paragraphs of both Section B and C:

"Employees may choose not to receive such insurance. In such cases the employees will receive the equivalent amount of money equal to a single premium which will be applied to any WEA Insurance Option Plan available that the employee chooses to take."

That on May 18, 1983, the District made the following counterproposal:

BOARD RESPONSE:

The Board will accept union proposal as modified below if the union will accept Board proposal No. 2 f and g.

MODIFICATION - In situations where both husband and wife are district employees, this option will not apply.

And that none of the aforementioned proposals were agreed upon;

6. That on July 7, 1983, the District made the following proposal which was agreed upon by the parties:

Add to Article X (C) the following paragraph:

> An employee who is eligible for group health benefits elsewhere, may choose to be provided monies for a fringe benefit option plan in lieu of remaining in the District's health plan. The amount of money contributed by the District shall not exceed $800.00. If the premium exceeds $800.00, the additional amount will be deducted from the employee's payroll checks.

Add to Article X (B) the following paragraph:

> An employee who is eligible for group dental insurance benefits elsewhere, may choose to be provided monies for a fringe benefit option in lieu to remaining in the District's dental plan. The amount of money contributed by the District shall not exceed $200.00. If the premium exceeds $200.00, the additional amount will be deducted from the employee's payroll checks.

And that the wording of the proposal was modeled, in part, after a WEA Insurance Trust pamphlet entitled "Fringe Benefit Option Plan" which contains, inter alia, the following paragraph:

> An employee who is eligible for group health benefits elsewhere is provided monies for other fringe benefits in lieu of remaining in the district's health plan. A recommended amount of money would be at least the cost of a single health plan.

That neither during bargaining nor at any other time prior to the filing of the grievance noted in Finding No. 8 (below) did the parties explicitly address the meaning of "elsewhere" in the proposal which ultimately became the above-cited provision, and that the District had brought the aforementioned pamphlet to earlier bargaining sessions, but it had not made its above-cited proposal prior to July 7, 1983.

7. That Walter Swanson is a bus driver employed by the District since August, 1980; that he was laid off at the end of the 1982-83 school year and recalled November 4, 1983; that prior to his layoff, he received health and dental insurance in his own name and after his layoff he did not receive such coverage in his own name, but was covered under the policy of his wife, who is also a District employe; and that Swanson worked less than 500 hours during the 1983-84 school year.

8. That, on March 12, 1984, Swanson wrote to the District bookkeeper requesting $800 and $200 annual payment and the $1.65 per hour supplemental pay to which he believed himself entitled pursuant to ARTICLE IX, E and ARTICLE X of the agreement; that Swanson's requests were denied and the District does not dispute that matter has been properly grieved and the grievance procedure has been exhausted.

9. That Swanson is entitled to option plan payments pursuant to ARTICLE X, B and C; and that the District, by not providing such option payment violated the collective bargaining agreement.

10. That Swanson is not entitled to the $1.65 per hour supplemental pay pursuant to ARTICLE IX, E; and that the District, by not making such payments, did not violate the collective bargaining agreement.

On the basis of the above and foregoing Findings of Fact, the Examiner issues the following

CONCLUSIONS OF LAW

1. That the parties' 1983-85 collective bargaining agreement provides a grievance procedure but does not provide for final and binding arbitration of disputes concerning the agreement's application and interpretation, and, therefore, the Examiner exercises the jurisdiction of the Wisconsin Employment Relations Commission to determine the alleged contract violation under Sec. 111.70(3)(a)5, Stats., of the Municipal Employment Relations Act.

2. That the District, by failing to pay Walter Swanson the $800 and $200 for a fringe benefit option pursuant to ARTICLE X, B and C of the parties' collective bargaining agreement, violated said agreement and thereby committed a prohibited practice within the meaning of Sec. 111.70(3)(a)5 of MERA.

3. That the District, by not paying Walter Swanson a supplemental $1.65 per hour pursuant to ARTICLE IX, E of the parties' collective bargaining agreement, did not violate said agreement and therefore did not commit a prohibited practice within the meaning of Sec. 111.70(3)(a)5 of MERA.

ORDER 1/

IT IS ORDERED that the Ondossagon School District, its officers and agents shall immediately:

1. Cease and desist from violating ARTICLE X, B and C of the parties' collective bargaining agreement by failing to pay Walter Swanson the $800 and $200 pursuant to ARTICLE X - INSURANCE AND RETIREMENT - B and C.

2. Take the following affirmative action which the Examiner finds will effectuate the policies of the Municipal Employment Relations Act.

(a) Make Walter Swanson whole, with interest, 2/ for all losses suffered as a result of the District's prohibited practice.

(b) Notify the Commission, in writing, within twenty (20) days following the date of this Order, as to what steps shall be taken to comply herewith.

1/ Any party may file a petition for review with the Commission by following the procedures set forth in Sec. 111.07(5), Stats.

Section 111.07(5), Stats.

(5) The commission may authorize a commissioner or examiner to make findings and orders. Any party in interest who is dissatisfied with the findings or order of a commissioner or examiner may file a written petition with the commission as a body to review the findings or order. If no petition is filed within 20 days from the date that a copy of the findings or order of the commissioner or examiner was mailed to the last known address of the parties in interest, such findings or order shall be considered the findings or order of the commission as a body unless set aside, reversed or modified by such commissioner or examiner within such time. If the findings or order are set aside by the commissioner or examiner the status shall be the same as prior to the findings or order set aside. If the findings or order are reversed or modified by the commissioner or examiner the time for filing petition with the commission shall run from the time that notice of such reversal or modification is mailed to the last known address of the parties in interest. Within 45 days after the filing of such petition with the commission, the commission shall either affirm, reverse, set aside or modify such findings or order, in whole or in part, or direct the taking of additional testimony. Such action shall be based on a review of the evidence submitted. If the commission is satisfied that a party in interest has been prejudiced because of exceptional delay in the receipt of a copy of any findings or order it may extend the time another 20 days for filing a petition with the commission.

2/ The applicable interest rate is the Sec. 814.04(4), Stats., rate in effect at the time the complaint was initially filed with the agency. Wilmot Union High School District, Dec. No. 18820-B (WERC, 12/83), citing, Anderson V. LIRC, 111 Wis.2d 245, 258-59 (1983) and Madison Teachers Inc. v. WERC, 115 Wis.2d 623 (CtApp IV, 10/83). The instant complaint was filed on March 30, 1984, at a time when the Sec. 814.04(4), Stats., rate in effect was 12% per year.

3. It is further ordered that the complaint be dismissed as to violations of MERA alleged but not found herein.

Dated at Madison, Wisconsin this 26th day of March, 1985.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Jane B. Buffett
Jane B. Buffett, Examiner

ONDOSSAGON SCHOOL DISTRICT

MEMORANDUM ACCOMPANYING
FINDINGS OF FACT,
CONCLUSIONS OF LAW AND ORDER

I. POSITIONS OF THE PARTIES

A. The Union

The Union argues that Swanson, as an employe covered by the collective bargaining agreement, is eligible, under ARTICLE X - INSURANCE AND RETIREMENT, for his own health and dental insurance coverage, despite his being covered by the insurance his wife receives through her employment with the District. It asserts there is no contract language that restricts subsections B and C by eliminating duplicate coverage. It points to District proposals limiting duplicate coverage that were rejected by the Union during bargaining for the 1983-85 contract and argues that rejection demonstrated the parties' mutually shared intent to not limit duplicate coverage.

As to the availability of the $800 and $200 options for employes who receive insurance "elsewhere," the Union argues that "elsewhere" refers to a source of coverage other than the employe's own employment with this District. Following this reasoning, Swanson, who receives coverage through his wife's employment with the District, would be entitled to the earlier-noted option plan. Again, it supports its position by pointing to earlier-noted bargaining table conduct, and the Union's rejection of the District's limiting proposal.

Regarding the payment of the $1.65 an hour for working less than 720 hours during the 1983-84 school year, the Union argues Swanson meets the eligibility standards of ARTICLE IX - HOURS, subsection E by being hired after September 30, 1982, and working only 500 hours during the 1983-84 school year. It insists the supplemental payment should not be affected by Mrs. Swanson's employment.

B. The District

The District asserts the collective bargaining agreement, ARTICLE X, INSURANCE AND RETIREMENT, B and C does not require it to pay Swanson the $800 and $200 for the insurance option plan, since he is not covered by insurance "elsewhere" which it contends means "outside the District," that is, another employer. It argues that any interpretation of the contract which requires the District to both provide Swanson with insurance coverage (since he has not withdrawn from the plan) as well as pay the $1000 for the option plan would be a harsh and absurd result. The District also believes the bargaining history supports its position. Early in negotiations, the Union proposed that employes may choose to not receive health and dental insurance and may choose instead to have the cost of a single premium applied to the WEA insurance plan. At the same time, the District proposed elimination of duplicate coverage. At a later meeting, the District made a counterproposal which eliminated options and alternative coverage when both husband and wife are employed by the District. The District argues the bargaining history demonstrates that the District consistently held the position that an employe would not receive further benefits if a spouse was employed by the District.

As to the $1.65 per hour supplemental pay, it argues that on November 4, 1983, Swanson was not hired, but rather was recalled from layoff and therefore not entitled to the supplemental pay provided for employes hired after June 30, 1982. It cites Mack v. Joint School District #3 3/ wherein the Wisconsin Supreme Court emphasized the distinction between layoff, which is a temporary separation from employment, and a permanent separation from employment. It argues paying Swanson the $1.65 per hour supplement, as well as the insurance coverage, woud be greater compensation than other unit employes receive and therefore a windfall.

3/ 92 Wis.2d 476 (1979).

Finally, the District contends the Union's position would violate ARTICLE XVIII - PRODUCTIVITY because it seeks additional compensation without increasing productivity and would violate the Wisconsin Fair Employment Act, Sec. 111.31, Stats., by discriminating on the basis of marital status.

C. The Union's Reply

In its reply brief, the Union, in addition to reiterating its earlier arguments, disputes the District's assertion that Swanson's coverage was uninterrupted. It points out he stopped getting coverage in his own name after the layoff in June, 1983 and that he was covered merely through Mrs. Swanson's family policy. It also insists that Swanson's return to work in November 1983 was a hiring within the meaning of ARTICLE IX - HOURS, thereby qualifying him for the $1.65 per hour supplemental pay. It contends that an employe on layoff status is unemployed and the only way for him to change from unemployed to employed status is through a hiring. It states that even when layoff is seen as a temporary separation of employment, as in the Mack decision cited by the District, the recall is still a hiring. It disputes the District's argument that there is a contractual relationship between supplemental pay and health and dental benefits. It contests the District's position that Swanson is entitled to both the supplemental pay and the insurance coverage. Regarding the District's claim that paying Swanson both benefits would violate ARTICLE XVIII - PRODUCTIVITY, the Union rejects the view that ARTICLE XVIII precludes Swanson's receiving the supplemental pay and $800 and $200 option payments. Addressing the District's argument regarding sex discrimination, it argues no case law exists suggesting that the disputed payment would constitute sex discrimination, distinguishing this case from those in which denying insurance to a woman who was married was determined to be discriminatory.

D. The District's Reply

The District's reply brief argues that the bargaining table history does not reveal that its position regarding non-duplication of benefits for two-employe families was defeated. It reasons that the final language was a compromise from the Union's original proposal that the entire premium cost be paid to employes with other insurance coverage. It insists the cash payment was designed as an inducement for employes to obtain alternative coverage from other sources, hence the word "elsewhere."

Regarding the issue of hiring and recall from layoff, the District maintains that reinstatement is not the same as hiring, since a laid off employe maintains contractual rights, namely recall rights, and the recall process is clearly distinguished from the hiring process. Further, the District points to the bargaining history, tying $1.65 payment to the change in insurance coverage in the 1982 contract.

II. DISCUSSION

A. Disputed Entitlement to $200 and $800 Pursuant to ARTICLE X - B AND C - INSURANCE AND RETIREMENT

According to the Union, Swanson is entitled to the $200 and $800 option payments because he receives health and dental insurance through his wife, or, in the word of the agreement, "elsewhere." The District, on the other hand, reads "elsewhere" to mean a source other than the District, and since Swanson receives health and dental insurance under his wife's policy, paid for by the District, it believes he is not entitled to the option payments. Therefore, the resolution of this dispute turns on the intent of the parties regarding the meaning of "elsewhere." Inasmuch as both the Union's and the District's definition of "elsewhere" are plausible, the disputed provision is ambiguous on its face.

The most useful aid to interpret this ambiguous provision would be evidence regarding a joint discussion by the parties regarding the provision's interpretation and application. However, despite the abundance of record evidence regarding what each party, in its separate caucuses, intended the provision to mean, the evidence indicates that no such joint discussions took place. Since the parties' mutual understanding cannot be determined from their separate caucus discussions, those discussions must be set aside. The analysis necessarily shifts to the parties' mutual understanding implicit in their bargaining table conduct. At the beginning of the round of bargaining that ultimately produced the 1983-85

agreement (the first agreement to contain the disputed proposal), both parties advanced proposals regarding health benefits. The District originally proposed a limitation on duplicate health benefits, and the Union proposed that any employe could choose not to receive insurance and could receive instead the option plan, see Finding No. 5. Both proposals were mutually rejected, and following that temporary impasse, the District, on May 18, 1983, proposed that the Union's proposal be accepted with a modification addressing situations such as Swanson's that would have clearly denied the option plan to the employe-spouse.

The Union flatly rejected the May 18 proposal. 4/ That rejection implied the Union's intent that an employe-spouse would be eligible for the option plan. The Union's position was sufficiently adamant to cause it to reject the May 18 proposal despite the inducement that agreement would enable it to achieve its original proposal altered only by the employe-spouse restriction.

The District's response, by dropping its May 18 proposal and introducing, on July 7, 1983, an entirely new proposal on option plans, can only make sense as the District's acknowledgement that the Union was unalterably opposed to the substance of the employe-spouse restriction on the option plan. If the District believed it had achieved its option plan restriction, it would have had no motivation to drop its May 18 proposal detailing that restriction.

The Examiner rejects the District's argument that since it consistently maintained its position prior to the final settlement, the contractual language is a compromise, incorporating the District's position on spouse-employes. While it is indeed true that the ultimate language of the provision is different from that of the proceeding proposals, such language does not necessarily include all the elements of the parties' earlier proposals. That is especially true in this situation, where there is no evidence that the restriction explicitly stated in a rejected proposal is somehow implied by a totally different proposal.

The District's assertion that it consistently maintained its position on non-duplication is unpersuasive. At the initial bargaining session and the May 18 and June 27 session the District did, in fact, maintain that position. However, in the face of the Union's absolute resistance to the employe-spouse plan restriction, the District, on July 7, made a proposal that lacked any reference to the restriction. The District, as the proponent of the restrictions, had the obligation to advise the Union that it was maintaining that position despite its abandonment of its earlier language.

The District argues that granting Swanson the option plan payment while he is also covered by his wife's insurance would be discrimination based on marital status, since an unmarried employe would not receive such a payment, and that such discrimination would violate the Wisconsin Fair Employment Act, Secs. 111.31-111.395, Stats. While the District appropriately states the principle that contracts should be interpreted so as to be lawful, if possible, it has not met its burden of establishing that affirmative defense by a clear and satisfactory preponderance of the evidence that the Union's position violates the law, and therefore that defense must fail. 5/

In pleading that ARTICLE XVIII - PRODUCTIVITY, prohibits the option plan payment, the District has failed to show why the general language regarding efficient delivery of educational services should negate the specific provisions of ARTICLE X - INSURANCE AND RETIREMENT in contradiction of the contract interpretation rule that specific provisions govern general provisions. Therefore ARTICLE XVIII - PRODUCTIVITY, cannot be found to negate ARTICLE X - INSURANCE AND RETIREMENT.

4/ The District also tied its offer to accept the Union's option plan proposal to the Union's acceptance of District proposal 2-G, addressing change of insurance carriers and self-funding. However, proposal 2-G cannot be seen as the only obstacle to the Union's acceptance of the May 18 proposal since the Union did not return a counterproposal accepting the option plan restriction without 2-G, and, further, the District eventually dropped 2-G.

5/ Sec. 111.07(3), Stats.

Inasmuch as this dispute can be resolved by examination of the parties' own bargaining table conduct, it is unnecessary to analyze the meaning of "elsewhere" within the meaning of the WEA Insurance Trust pamphlet.

B. Disputed Entitlement to $1.65 Per Hour Supplemental Pay Pursuant to ARTICLE IX, E - HOURS

The question of Swanson's entitlement to the $1.65 per hour supplemental pay pursuant to ARTICLE IX - HOURS, subsection E centers on whether Swanson was "hired" after June 30, 1982, within the meaning of the Article. The parties do not dispute the facts of his original date of hire, his layoff and his return to work on November 4, 1983. The question is whether that return to work constituted a "hire" so as to make Swanson eligible for the supplemental pay.

The Union argues that when Swanson was on layoff he was unemployed, and when he returned to work he was employed, and the only way for his status to change from unemployed to employed was to be hired. That argument is too simple. Perhaps in general conversation all the world may be divided into two parts, employed and unemployed, but collective bargaining agreements frequently refer to additional subcategories of employment status. The status of "laid off" is recognized by the parties' own agreement which grants contractual rights to laid off employes under ARTICLE VII - REDUCTION IN FORCE. Under this Article, Swanson had a right to reinstatement, and was, thereby, an inactive employe of the District. As such, he could be "reinstated" but not "hired."

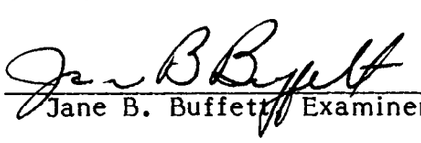
Additional evidence that the parties did not intend "hire" in ARTICLE X to include "reinstatement" comes from ARTICLE VII which provides that reinstated employes would not lose credit for their previous years of service. That is, under the agreement, Swanson is not treated as an employe who was hired on November 4, 1983.

The foregoing reasoning is consistent with the Wisconsin Supreme Court's ruling in Mack 6/ cited by the District. In that case, the Court distinguished a layoff, which is a temporary separation of employment from a permanent separation from employment. The Union acknowledges that a layoff, under the Mack decision is a temporary separation, but it argues the act that ends that temporary separation is a rehiring. This approach blurs the distinction between layoff and unemployment, and is especially unpersuasive in light of the ARTICLE VII - REDUCTION IN FORCE provisions for layoff, recall and protection of seniority dates.

In summary, the meaning of "reinstatement" and "hire" commonly accepted in labor relations, the internal evidence offered by ARTICLE VII, and the Wisconsin Supreme Court decision in Mack all indicate that Swanson was hired in 1980, not after June 30, 1982, and therefore is not eligible for the $1.65 per hour supplemental pay.

Dated at Madison, Wisconsin this 26th day of March, 1985.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By 
Jane B. Buffett, Examiner

6/ See citation above at footnote 3.