BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between

MARATHON TEACHERS' ASSOCIATION

and

MARATHON SCHOOL DISTRICT

Case 15
No. 59358
MA-11263

(Vicki Marg Compensation Grievance)

Appearances:

Mr. Larry Holtz, Uniserv Director, Central Wisconsin UniServ Council-South, 625 Orbiting Drive, P.O. Box 158, Mosinee, Wisconsin 54455-0158, for the labor organization.

Mr. Barry Forbes, Staff Counsel, Wisconsin Association of School Boards, Inc., 122 West Washington Avenue, Room 500, Madison, Wisconsin 53703, for the municipal employer.

ARBITRATION AWARD

The Marathon Teachers' Association (MTA) and the Marathon School District are parties to a collective bargaining agreement which provides for final and binding arbitration of disputes arising thereunder. On November 8, 2000, the Association made a request, in which the District concurred, for the Wisconsin Employment Relations Commission to provide a panel of commissioners and staff from which the parties could select an impartial arbitrator to hear and decide a grievance over the meaning and interpretation of the terms of the agreement relating to compensation. On November 9, 2000 the Commission provided a randomly selected list of five staff members. On March 20, 2001, the parties jointly agreed to select Stuart D. Levitan to serve as the impartial arbitrator. On April 11, 2001, the undersigned issued a scheduling letter for an arbitration hearing in the matter to be held May 30, 2001. Prior to that date, the parties proposed holding the hearing in abeyance while they sought to agree to a stipulated statement of the facts. The parties submitted said stipulation on

September 25, 2002. The parties submitted written arguments on November 22, 2002. On January 28, 2003, the undersigned wrote to the parties expressing disappointment that they had chosen to not file reply briefs, and requesting submission of an additional exhibit, namely the grievant's individual contract for the 2000-2001 school year. The parties submitted reply briefs by March 28, 2003, at which time the record was closed.

To maximize the ability of the parties we serve to utilize the Internet and computer software to research decisions and arbitration awards issued by the Commission and its staff, footnote text is found in the body of this decision.

ISSUE

The Association frames the issue as follows:

> Whether the Marathon School District violated the provisions of the Negotiated Agreement Between the Board of Education of the School District of Marathon Marathon, WI and the Marathon Teachers Association, as well as past practice when it arbitrarily assigned the Grievant 8th Grade band lessons and failed to pay the Grievant extra compensation as required by the aforementioned Negotiated Agreement between the parties.

The District did not give a statement of the issue.

I frame the issue as follows:

> Did the Marathon School District violate the collective bargaining agreement when it assigned Vicki Marg 8th-grade band lessons without additional compensation? If so, what is the appropriate remedy?

RELEVANT CONTRACT LANGUAGE

PREAMBLE

> Except as otherwise expressly provided in this agreement, the Association recognizes that the management of the school system and the direction of all personnel are vested exclusively in the board. The board on its own behalf and on the behalf of the electors of the District, hereby retains and reserves unto itself all rights, powers, authority, duties, and responsibilities of possession, care, control and management conferred upon and vested in it by the laws and the Constitutions of the State of Wisconsin, and of the United States.

Section V - Supplementary Guides to the Schedule

7. Maximum Teaching Load: Secondary teacher's normal load is five classes per day. If the teacher is required to teach over five classes per day, an additional amount will be added to the contracted salary per annum equal to 10% of the base salary, Bachelor's or Master's.

. . .

18. Split Grade: Regular classroom teachers who are assigned to teach a split grade in grades 1 -5 will receive an additional amount to be added to the contracted salary per annum equal to 10% of the base salary Bachelor's or Master's as extra compensation. The board has the right to assign teachers to split grades.

BACKGROUND

The parties stipulated to the following statement of facts:

Vicki Marg filed this grievance over her assignment of middle school music lessons at the start of the 2000-01 school year, five months after signing her individual contract.

It is best to start with a description of how band teacher classes and other duties are scheduled. Elementary, middle and high school band teachers have fewer formal classes than other teachers, however there are many more students in their formal classes. Marathon School District normally has two band teachers: Vicki Marg, a music specialist (1977 to present) who teaches junior band, beginning band and junior choir at the middle school level and 1 – 5 general music classes at the elementary level at the Marathon Elementary School. The second instructor (Matt Mueller fall 1999 to spring 2001) was primarily assigned to teach band and jazz band at Marathon High School. Vicki Marg is currently assigned 830 minutes of classes per week (2000-01). She receives a one-half hour duty free lunch period each day (150 minutes per week) and is allowed 270 minutes of prep time per week. This leaves 925 minutes per

week. 1/ Vicki Marg is required to schedule individual and small group lessons during this time. Marg is told which grades she is responsible for. She decides whether students receive individual or group lessons and how frequently those lessons are scheduled, subject to the supervision of the school administration.

1/ Here is the math:

	Minutes per day	***Minutes per week***
7:45 AM to 3:00 PM workday	***435***	***2175***
Less ½ hour lunch	***-30***	***-150***
Time for assignments and prep	***405***	***2025***
Weekly classes		***-830***
Remainder		***1195***
Prep time		***-270***
Available time for individual and small group lessons		***925***

When Diane McCauley started teaching in the Marathon School District in 1991-92 she was the high school band teacher, taught one period of band class per day, taught one period of jazz band class every other day, supervised one period of study hall per day, taught 8th grade band lessons at the elementary school and scheduled individual high school lessons during her remaining time.

When Josh Huenink replaced Diane McCauley as high school band teacher, he taught one period of class per day, supervised one period of study hall per day and scheduled individual lessons during his remaining time. After Huenink left and was replaced by Mueller in 1999-00, a second class (jazz band, Tuesdays, Thursdays and Fridays) was added in 2000-01. Mueller also is responsible for scheduling individual and small group band lessons during his remaining time.

Prior to the 2000-01 school year, Matt Mueller and his predecessor high school band teachers have been asked to give some of the middle school band lessons to reduce Vicki Marg's workload. High school principal Dennis Erstad told Josh Huenink that he would be released for three periods per week to give middle school band lessons. Huenink volunteered to give up more time than that and eventually taught 8 to 10 periods of middle school band lessons per week before and after school. The school administration was not happy with this allocation of time as they felt that Huenink was not giving enough time to the high school

band program. When Huenink left the district and was replaced by Matt Mueller (1999-00), Mueller was told his primary responsibility was to improve the high school band program. Mueller was not allowed to teach more than three middle school band lessons per week (6-8 lessons). 2/

2/ Marg and Mueller have both been informed that they have the right to build their prep time into the schedule. If they did not do so, it is due to their choice, not district decree.

Gary Adams was hired to be the District Administrator of the Marathon School District at the start of the 1998-99 school year. Adams soon discovered problems in the high school band program. Student participation had dropped to the point that it was difficult to put on music programs and marching band programs – both music programs and marching band involve the playing of a variety of instruments requiring a minimum number of students. Parents and community members complained about the quality of the high school band program. Adams concluded that the high school band program required the undivided attention of the high school band teacher. Adams directed Mueller to not teach any more middle school band lessons at the start of the 2000-01 school year.

Adams directed elementary-middle school principal Larry Perrodin to assign middle school band lessons to Vicki Marg in September 2000.

Participation in formal high school band competitions has increased, however his (Mueller's) students haven't been nominated for or participated in honors band activities statewide. The district continues to participate in marching band competitions to date and has added a separate jazz band class at the high school.

The Board and Association agree that the following two documents are relevant to this grievance and should be included in the record as Joint Exhibits 1 and 2:

> Joint Exhibit 1: The 1999-01 collective bargaining agreement between the Marathon School District Board and the Marathon Teachers Association.
>
> Joint Exhibit 2: A November 29, 2000 letter from Principal Larry E. Perrodin to Ms. Vicki Marg.

The November 29, 2000 letter from Perrodin to Marg read as follows:

In my letter of September 20, 2000 I indicated to you that you were currently assigned the following minutes of general music, band or chorus classes:

Mon. – 165, Tues.-205, Wed.-90, Thurs.-165, Fri.-205

I also stated that if we take the 7:45 a.m. – 3:00 p.m. time bloc, less 30 minutes for lunch, there are 405 minutes available daily for teaching assignments and that there appeared to be adequate assigned time available for you to do instrumental lessons and preparation.

Since the Marathon Middle School core teachers are given 270 minutes of prep time per week, you may want to build a similar amount of time into your MUSIC SCHEDULE. Options to accomplish this could include reducing the frequency of instrumental lessons and using more group lessons. Presently, on your September 30, 2000 MUSIC SCHEDULE you list 37 individual lessons and 3 group lessons.

If you desire to voluntarily use prep time for lessons, that will be your choice.

POSITIONS OF THE PARTIES

In support of its position that the grievance should be sustained, the Association asserts and avers as follows:

The assignment of an additional middle school music lesson requires that Vicki Marg be compensated an additional amount equal to 10% of her base salary per Section V, number 7 of the collective bargaining agreement.

Further, assigning the grievant to teach 8th grade band constitutes a violation of a long standing past practice in the district of having the high school band director teach 8th grade band in order to better balance the load between their schedule and the grievant's schedule.

Moreover, assigning Vick Marg additional middle school music lessons without compensation and not assigning additional lessons to the male high school band instructor, constitutes sex discrimination under Wisconsin Statute

Sections 111.321 and 111.322 and therefore violates the collective bargaining agreement. As the agreement provides, the employer has all the duties and responsibilities conferred upon it by state statutes; failure to obey the statutes constitutes failure to abide by the terms of the management rights clause and is therefore in violation of the collective bargaining agreement.

Section 111.322, Wis. Stats., prohibits the discrimination "against any individual in promotion, compensation, or in terms, conditions, or privileges of employment. because of any basis enumerated in section 111.321," which list includes "sex" as a prohibited basis for employment discrimination.

To establish a prima facia case of sex discrimination, the grievant must show that: (1) she belongs to a protected class; (2) she was performing her job satisfactorily; (3) she suffered an adverse employment action; and (4) the employer treated a similarly situated employee, not in the protected class, more favorably.

The district clearly discriminated against Ms. Marg, who belongs to a protected class, was performing her duties satisfactorily, and suffered an adverse employment action (the addition of the extra lessons which created an overloaded schedule for which she did not receive additional compensation), while a similarly situated non-protected person (the male high school band instructor) was favored (by having his schedule reduced without loss of compensation). Thus, a prima facia case exists that the district discriminated against Ms. Marg based upon her sex, and thereby violated the collective bargaining agreement.

The district cannot present a reasonable non-discriminatory reason for the assignment of extra lessons to Ms. Marg, in that by increasing Ms. Marg's workload the district has sacrificed the quality of instruction for future members of the high school band, thus negating any hope of improving the quality of the high school band, which the district said was its purpose in lessening the responsibilities of the (male) high school band instructor. Therefore, the reason given by the district for the overloading of Ms. Marg's schedule is simply a pretext for treating her differently from the male band instructor.

Finally, the arbitrator has the equitable power to find the overloading of Vicki Marg's schedule, without additional compensation, unfair and to remedy the situation. While the CBA is silent on the plight of middle school teachers who work extra or split grade levels and so does not address Ms. Marg's position

precisely, equity requires that she be compensated for her overloaded schedule. Vicki Marg spends more time instructing students than the average teacher in the Marathon School District. Ms. Marg teaches at least as much as an overloaded secondary teacher. Ms. Marg teaches split grade levels throughout the elementary and middle schools. The district forced Ms. Marg to take the overloaded schedule while reducing the schedule of the high school band instructor. It is only fair that Ms. Marg compensated for this extra work.

Ms. Marg's schedule is clearly overloaded, in comparison to either middle school or high school teachers. Even if numbers 7 and 18, Section V of the collective bargaining agreement do not explicitly cover Ms. Marg, for the collective bargaining agreement to be equitable to someone in her position, it must provide for compensation for such an overloaded schedule.

The arbitrator has it within his power to grant a remedy that is fair and equitable, and there is no language in the collective bargaining agreement which explicitly forbids such an award. While the explicit language of the CBA binds the arbiter, he has the power to interpret that language in an equitable and fair way. An equitable reading of the CBA would be to award compensation, at a minimum, to Vicki Marg for her overloaded schedule.

In support of its position that the grievance should be denied, the District asserts and avers as follows:

There is nothing in the collective bargaining agreement which prohibits the assignment of middle school individual and small group music lessons to Ms. Marg. The agreement does not restrict changes in any teacher's teaching assignment. Nor does it provide any guarantee of preparation time or compensation for loss of compensation time. Nor does the agreement limit the number of pupils who may be assigned to any class.

The grievant was scheduled for 830 minutes of formal class instruction weekly, substantially less minutes of class instruction than other elementary teachers have. This leaves here with 925 minutes weekly available for individual and small group lessons, which she schedules. While there are obviously limits to her discretion, she is allowed to determine if lessons are individual or small group, and to determine their frequency. Ms. Marg is not required to give lessons outside of the workday, and she is not required to give lessons during her prep time.

The decision to make the grievant responsible for individual and small group lessons for middle school students is nothing more than an increase in class size. The grievant and the administration may disagree as to whether this is effective music education, but the right and responsibility to make this decision clearly rests with management.

The management rights clause in the agreement indicates the district has the right to ask a middle school band teacher to be responsible for individual and small group lessons for middle school students unless some other provision in the agreement expressly prohibits it. There is no such language in the agreement.

Any association argument as to purported past practice is not supported by the stipulation of facts. And even if the stipulated facts did indicate such a past practice, the contractual zipper clause at Section VII, B would negate its effect.

Because the assignment to the grievant of individual and small group lessons for middle school students does not violate the collective bargaining agreement, the grievance should be dismissed.

In response, the Association posits further as follows:

Increasing the number of students the grievant must teach fundamentally changes and greatly reduces the quality of her instruction. To retain the quality of the music program, Ms. Marg is forced to add more individual instruction time to her schedule. This has the effect of increasing the number of classes she teaches, not just her class size.

Individual instruction in learning a musical instrument is crucial to the quality of instruction. While all students would benefit from individual instruction in every subject, teaching an individual how to play a musical instrument requires one-on-one instruction.

Assigning even one more student to an individual music lesson decreases the quality of the instruction greatly. To retain the quality of the music program while increasing the number of students forces Ms. Marg to provide more individual instruction time, essentially more classes. Adding students to her teaching load in effect adds class periods to her schedule. The only way to maintain a quality music program is to continue to give students learning a musical instrument individualized instruction.

In response, the District posits further as follows:

> The association errs in claiming that Section V, Number 7 of the collective bargaining agreement requires overload pay for the grievant. That provision of the agreement applies to secondary teachers with more than five classes per day. Since the grievant does not work at the high school and is thus not a secondary teacher, this provision does not apply to her. Further, if this language should be applied to Ms. Marg now, why wasn't it applied in the past?
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> The association further errs in claiming that Section V, Number 18 of the collective bargaining agreement requires that the grievant receive overload pay for teaching a split grade. This provision applies to regular classroom teachers. As Ms. Marg is not a regular classroom teacher, this provision obviously was not intended to apply to her.
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> The association further errs in claiming that the assignment of individual and small group lessons for middle school students to Ms. Marg violates a past practice. The assignment of duties within a teacher's area of certification is a permissive subject of bargaining. That the district did not make this assignment to Ms. Marg in 1999-2000 does not deprive it of the right to make such an assignment in 2000-01.
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> The association's argument that the district's assignment of individual and small group lessons for middle school students to Ms. Marg constitutes sex discrimination that the arbitrator has authority to remedy is without merit for many reasons. The arbitrator has authority only to determine whether there is a violation of the collective bargaining agreement, and not to address state law discrimination claims. The contract limits the arbitrator to considering the express terms of the contract, and does not imply an authority to decide any violation of any law based upon huge inferences made from one word of the management rights clause. Further, notwithstanding that the arbitrator is without authority to decide discrimination claims, there is no evidence in the record of such sex discrimination.
>
> The association errs further in asserting that the arbitrator has authority to find Ms. Marg's schedule is unfair and remedy the situation. This would be changing the provisions of the agreement, which the arbitration clause in the collective bargaining agreement expressly prohibits.

Because the assignment of individual and small group lessons for middle school students to the grievant does not violate the collective bargaining agreement, the grievance should be denied.

DISCUSSION

Vicki Marg has high standards as to what she should do for the Marathon County School District, and equally high standards as to what the district should do for her. The district's standards are not as high in either instance. Therein lies the grievance.

Marg wants to continue to provide the individual attention to give her middle-school students an excellent musical education, a responsibility requiring her to work extra hours now that the district has increased her class size. Such supplemental duties, she argues, require supplemental pay. The district doesn't want her to work any extra hours, and declines to offer any extra pay.

In its brief, the association states unequivocally that Marg "teaches 830 minutes of class per week and 1395 minutes of individual and group lessons per week," thus spending "2225 minutes instruction students each week." This assertion, however, is unsupported in the record. As the district correctly notes, the Stipulation of Facts establishes Marg's workload as 2025 minutes for assignment and prep, the agreed-upon 830 minutes for class work, and 1195 for prep (270 minutes) and individual and small group lessons (925 minutes). I believe the essence of this dispute lies in this discrepancy.

I agree with several aspects of the association's argument; indeed, I think it's correct in almost every statement made in its reply brief. Yes, "individual instruction in learning a musical instrument is crucial to the quality of instruction." Yes, "increasing the number of students Vicki Marg must teach fundamentally changes and greatly reduces the quality of her method of instruction." Yes, "the only way to maintain a quality music program is to continue to give students learning a musical instrument individualized instruction."

And, yes, if the Marathon County School District *required* a quality music program at the middle school, this might have "the effect of increasing the number of classes taught by Ms. Marg, not her class size."

Unfortunately for the grievant, however, the choice of whether the Marathon County School system should have a quality music program at the middle school is not for her to determine. Setting the standard for middle school music lessons is a part of educational policy for the board to make. As the collective bargaining agreement itself provides, "management of the school system and the direction of all personnel are vested exclusively" in the district

board, except as otherwise "expressly provided" for in the agreement. Yes, if the district demands an excellent middle school music program, it must pay for one; but if the district determines that adequacy is good enough, then an adequate program is what it should get and all that it must pay for.

The association offers five arguments as to why Ms. Marg is entitled to additional compensation – two based on aspects of the collective bargaining agreement, one asserting a past practice, another alleging sex discrimination, and finally the interests of equity.

Neither of the two provisions of the collective bargaining agreement that the association cites, however, applies to the grievant. Section V, number 7 of the agreement describes the maximum teaching load for a secondary teacher. As the district accurately notes, the grievant is not a secondary teacher, but in fact is assigned to Grades K-8. Thus, even if the record supported a finding that Marg was "required to teach over five classes per day," she would still not be entitled to the supplemental compensation of an additional 10% of her base salary for the simple reason that she is not a secondary teacher.

Nor do the terms of Section V, number 18 apply to the grievant. That section describes the additional compensation for "regular classroom teachers who are assigned to teach a split grade" in grades 1-5. Again, as the district accurately notes, the grievant is not a regular classroom teacher, but in fact is an Instrumental & Vocal Music Teacher. Thus, even if the record supported a finding that Marg was teaching a split grade, she would still not be entitled to the supplemental compensation of an additional 10% of her base salary for the simple reason that she is not a regular classroom teacher.

Next, the association argues that the district broke a "long standing past practice" of having the high school band director teach 8th grade band. That is, the association asserts that because the district lessened Ms. Marg's workload in the past by having the high school band director accept middle school band duties, it cannot now assign to her those duties which, on the fact of her contract, are her explicit responsibilities.

Here is what the stipulation of facts establishes as to the purported past practice. In 1991-92, high school band teacher Diane McCauley taught an unspecified number of 8th grade band lessons, along with her other duties. Her successor, Josh Heunink "eventually taught 8-10 periods of middle school band lessons per week" before leaving after the 1998-99 school year. In 1999-2000, his successor, Matt Mueller was "asked to give some of the middle school band lessons," again an unspecified number.

While the district is correct that the assignment of duties fairly within an employee's position is a permissive subject of bargaining, such a consideration is not by itself sufficient to

rebut the association's assertion of a past practice; during the term of an agreement, the parties can surely find themselves bound by a practice involving other than a mandatory subject of bargaining.

But for there to be a legitimate past practice, of course, certain conditions must be met – namely, that the practice be longstanding, obvious, and mutually understood. 3/ Eight years may well be sufficiently "longstanding" for this practice to satisfy that prong of the "past practice" matrix, but there is certainly nothing in the record to indicate that the district understood that by having the high school music teacher handle certain middle school duties that it was indefinitely waiving its inherent management right to assign middle school band lessons to the middle school band teacher. The district's decision to lighten Marg's load by having high school teachers assume part of her middle school duties for several years does not prevent it from returning those duties to her.

3/ The most famous recitation of the criteria is as expressed by the arbitrator Jules J. Justin: "In the absence of a written agreement, 'past practice', to be binding on both Parties, must be (1) unequivocal; (2) clearly enunciated and acted upon; (3) readily ascertainable over a reasonable period of time as a fixed, and established practice accepted by both Parties." CELANESE CORP. OF AM., 24 LA 168, 172 (JUSTIN, 1954).

Next, the association alleges sex discrimination, thus effectively inviting the grievance arbitrator to function essentially as an equal rights hearing examiner. To be sure, there is great appeal in the logic of the association's argument: Marg, a member of a protected class, has suffered an adverse employment action (being assigned new duties without additional compensation); a non-protected employee, Mueller, has enjoyed a new employment benefit (having his duties reduced without loss of pay). Further, as the association cleverly argues, the district's stated reason for this (improving the quality of the high school band) cannot be true -- denying Marg the extra hours to give individual attention will necessarily result in a lower quality of the middle school music experience, which will inexorably result in a like diminution at the high school level. Thus, the association reasons, the district's claim of concern for the quality of the high school program must be only a pretext.

There are at least two things wrong with the association's innovative effort in this regard. The first is that it assumes facts not in evidence (the record is silent on the issue of whether the stipulated parent and community complaints over the quality of the high school program had any adverse impact on Mueller). More critically, it assigns to the arbitrator a role I do not believe the parties envisioned when drafting the collective bargaining agreement.

The collective bargaining agreement states that the district "retains and reserves unto itself all … duties … conferred upon and vested in it by the laws and the Constitutions of the State of Wisconsin, and of the United States." While I believe that all aspects of an agreement have meaning, and that no text should be assumed to be superfluous, I simply do not accept that by this boilerplate language the parties intended to make grievable all allegations that the district had broken state and/or federal laws and/or constitutions. 4/

4/ I shudder to think what might come next were I to find that the District's obligation to comply with Secs. 111.321 and 111.322, Stats., had been incorporated by implication into the collective bargaining agreement, along with all other provisions of all state and federal laws and/or constitutions – perhaps a grievance that by disciplining a teacher for bringing a gun into homeroom, the District had violated the Second Amendment?

The district has the undeniable and inescapable obligation to conduct its affairs without discrimination on the basis of any protected status; the forum for making allegations that it has failed this statutory and moral duty, however, is before a hearing examiner with the statutory authority to rule on such claims, not an arbitrator whose authority is limited to the collective bargaining agreement.

Finally, the association invites me to exercise some power I purportedly enjoy to ordain equity, and provide a just and proper remedy. The association states that the collective bargaining agreement "does not explicitly forbid the finding of an equitable solution," and suggests that I interpret the contract language "in an equitable and fair way."

If by this last suggestion, the association is saying that I should issue an award that shows neither fear of nor favor toward either side, all I can do is note that such is the arbitrator's job in every case. But if by this comment the association is suggesting that I go beyond the terms of the collective bargaining agreement and issue an award that imposes my own personal sense of industrial and economic justice, all I can do is note that the contract explicitly states that I have "no power to add to, detract from, or change in any way the provisions" of the agreement, and that I am further "limited to consideration of only the express terms" of the written agreement. There being no express terms in the agreement authorizing me to provide equity as the association defines that term, I must reject this argument as well.

The district and grievant entered into a contract by which the grievant was to perform 190 days of service as the K-8 Instrumental & Vocal Music Teacher, in exchange for a stipulated salary. The standard school schedule means that Marg is to devote 2025 minutes weekly to assignments and prep work. The district has assigned her 830 minutes of weekly

classes, leaving 1195 minutes for lessons and prep. It is Marg's choice whether students receive individual or group lessons, and how frequently those lessons are scheduled. The district has not required, either explicitly or implicitly, that Marg work more minutes than the contracted 2025. Marg, however, has chosen to work an additional 200 minutes or so per week. That she chose to work beyond her contract, even for the highest and most educational legitimate reasons, does not obligate the district to pay for that extra work.

Accordingly, on the basis of the collective bargaining agreement, the stipulated record and the arguments of the parties, it is my

AWARD

That the grievance is denied.

Dated at Madison, Wisconsin, this 11th day of June, 2003.

Stuart Levitan /s/
Stuart Levitan, Arbitrator

SDL/gjc
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