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EDWARD B. KRINSKY, ARBITRATOR

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

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In the Matter of the Petition of	:	
	:	
BURLINGTON EDUCATIONAL	:	
SECRETARIES ASSOCIATION	:	Case 33
	:	No. 40104
To Initiate Arbitration Between	:	INT/ARB-4780
Said Petitioner and	:	Decision No. 25555-A
	:	
BURLINGTON AREA SCHOOL DISTRICT	:	
	:	

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Appearances:

Davis & Kuelthau, Attorneys at Law, by Mr. Gary M. Ruesch, for the District.

Ms. Esther Thronson, Executive Director, Southern Lakes United Educators, Council 26-NEA/WEAC, for the Association.

On July 19, 1988, the Wisconsin Employment Relations Commission appointed the undersigned as arbitrator in the above-captioned case, "to issue a final and binding award, pursuant to Sec. 111.70(4)(cm)6. and 7. of the Municipal Employment Relations Act, to resolve said impasse by selecting either the total final offer of the Burlington Educational Secretaries Association or the total final offer of the Burlington Area School District."

A hearing was held at Burlington, Wisconsin, on August 17, 1988. No transcript of the proceedings was made. At the hearing both parties had the opportunity to present evidence, testimony and arguments. The record was completed with the receipt by the arbitrator of the parties' post-hearing reply briefs on October 31, 1988.

There are two issues in dispute. The first is the wage rate to be in effect for school years 1987-88 and 1988-89. The second is a benefit contained in the Association's final offer providing Employer-paid health insurance premiums for early retirees. The final offers of the parties are attached to this Award.

In making his decision the arbitrator is required by the above-cited statute to weigh specified criteria. Certain of these criteria are not in dispute in this case: (a) the lawful

authority of the employer; (b) stipulations of the parties; that portion of (c) relating to the financial ability of the District to meet the costs of the proposed settlement; (i) changes in circumstances during the arbitration proceedings; and (j) other factors normally taken into account. The other criteria are considered below.

### Comparable School Districts

The District is in the Southern Lakes Athletic Conference. The other districts in the Conference are: Delavan-Darien; East Troy, Elkhorn, Jefferson, Lake Geneva-Genoa City UHS, Milton, Union Grove UHS, Waterford UHS, Central Westosha UHS, Whitewater, Wilmot UHS. Both parties use the SLAC districts for purposes of making comparisons.

The District also uses Walworth and Williams Bay which are contiguous to SLAC districts. The Association also makes comparisons with thirty-five other districts "where Burlington ranks at the median in size. Our criteria for selecting from the 35 was to choose those in the geographic area and those who were settled with support staff for 87-88 and/or responded to our request for data." Using these selection criteria the Association chose eight districts for comparison: Franklin, Greendale, Mequon-Thiensville, Muskego, New Berlin, Oconomowoc, Port Washington and Watertown.

The arbitrator has decided that in view of the parties' choices of comparisons, he will utilize the SLAC districts. Both parties agree that they are appropriate comparisons. The athletic conference is a traditional comparison group in Wisconsin collective bargaining and interest arbitration. Enough districts in the Conference have settlements, and therefore there is adequate data for making comparisons. The arbitrator is not persuaded that there is a need to go beyond the SLAC.

The District's choice of contiguous districts might be appropriate if more districts were needed. The arbitrator is not persuaded by the Association's choice of comparisons. Most of the eight districts, unlike Burlington, are suburbs of Milwaukee or are located much closer than is Burlington to the Milwaukee labor market. The exceptions are Watertown and Oconomowoc and there is no showing in this case that these districts have been utilized by the parties for comparisons, and they are not in Burlington's immediate geographic area. While the Association is correct in its assertion that Conference data are incomplete and that only one Conference district, which is not yet settled, has

organized support staff, the arbitrator is not persuaded that use of the Association's comparables is a better basis for comparison than use of the Conference districts. 1/

Issue: Wages

The parties' final offers are for the two year period 1987-88 and 1988-89. For 1987-88 the District offers to increase wages by an average of 4.53%. The total package increase is 7.89%. The Association's costing of these figures is 4.5% and 7.64%, respectively.

For 1987-88 the Association offers to increase wages by an average of 6.9%. The total package increase is 9.7%. The District's costing of these figures is 7.0% and 10.01%, respectively.

For 1988-89 the District offers to increase wages by an average of 4.54%. The total package increase is 7.13%. The Association's costing of these figures is 4.5% and 7.93%, respectively. 2/

For 1988-89 the Association offers to increase wages by an average of 6%. The total package increase is 8.19%. 3/ The District's costing of these figures is 6% and 8.3%, respectively.

Statutory factor (c) requires the arbitrator to consider "the interests and welfare of the public." The District argues that it is not in the interests and welfare of the public to pay employees in this bargaining unit higher than average wages at this time. It cites, among other things, the ". . . obviously distressed nature of the Burlington area economy" brought about by the anticipated closing of the Chrysler plant in Kenosha and by the drought which has adversely affected local agriculture.

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1/ The District utilized these thirty-five districts in gathering data for adjusting the Superintendent's salary increase. Even if this lends validity to using these districts in the present case, it is not appropriate to use only the eight of the districts which provided information to the Association. Another important consideration is that it is not necessarily the case that the geographical labor market for school administrators is identical to the one for school secretaries.

2/ These are the Association's "corrected costing" figures in its reply brief.

3/ Ibid.

It cites the wage settlements of other public and private jurisdictions as reflecting these conditions as well.

In its reply brief the Association presented a newspaper article reporting on a study by an economist indicating "that the effect of the loss of about 5,500 Chrysler jobs will be far less than anticipated. 4/

The arbitrator does not view as persuasive the evidence concerning the effects of these final offers on the interests and welfare of the public. To the extent that the evidence presented is applied against this criterion it favors the District's final offer more than the Association's, in the arbitrator's opinion.

Factor (d) calls for a comparison of the wages, hours and conditions of employment of the employees involved in this dispute with those "of other employees performing similar services." The parties have presented data on increases for 1987-88 and 1988-89 for secretarial employees in six of the SLAC districts: Elkhorn, Lake Geneva, Union Grove, Westosha, Whitewater and Wilmot. These data show that for 1987-88 the increases ranged from 1.5% to 7.29% and the median increase was 4.59%. This figure is much closer to the District's wage offer than to the Association's wage offer. For 1988-89 the wage increases in these comparison districts ranged from 1.54% to 6.94% and the median increase was 5.84%. This figure is closer to the Association's wage offer than to the District's wage offer.

The median increase for the two years of wage increases added together is 10.43%. 5/ The District's offer, using its costing, is an increase of 9.07%. Using the Association's

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4/ At the hearing the parties agreed that the evidentiary record would be closed as of that date. Thus, the Association's more recent news article should not be considered. The arbitrator notes, however, that even if the study is accurate, it does not alter the fact that the Chrysler closing has an important negative impact on the area economy.

5/	<u>1987-88</u>	<u>1988-89</u>	<u>1987-89</u>
Elkhorn	4.0	6.94	10.94
Lake Geneva	5.0	5.0	10.0
Union Grove	5.0	5.0	10.0
Westosha	4.17	6.69	10.86
Whitewater	1.5	1.54	3.04
Wilmot	7.29	6.79	14.08
Median	4.59	5.84	10.43

costing, the District's two-year increase is 9.0%. The Association's offer for the two-year period is an increase of 12.9% using its costing. Using the District's costing, the Association's two-year increase is 13.0%. The District's two-year increase is much closer to the median percentage increase of the comparables than is the Association's.

The Association presents data showing the hourly rates paid to bargaining unit members relative to their Conference counterparts. For 1987-88 the data show that the median maximum hourly rate for secretaries in seven other Conference schools is \$8.05. Under the Association's offer, the maximum rate is \$8.59 and under the District's offer it is \$8.16. For 1988-89 the data are available for five of these other districts. The median rate is \$9.42, which compares to the Association's proposed rate of \$9.10 and the District's proposed rate of \$8.31. Thus, for 1987-88 the District's offer is much closer to the median rate than is the Association's offer, and for 1988-89 the opposite is true.

Factor (e) calls for a comparison of the wages, hours and conditions of employment of the employees involved in this dispute with those "of other employees generally in public employment in the same community and in comparable communities."

The District presented data showing wage increases for five other groups of employees employed by the District in 1987-88: substitutes, 6/ custodians, 7/ administrators, teachers 8/ and cooks. 9/ The 1988-89 data are presented also, but there has not yet been a settlement reached for the custodians and the cooks.

For 1987-88 the District's offer to the secretaries is the same or greater in percentage terms than the increases given to the substitutes (2.5%), custodians (4.41%), and cooks (4.52%). It is lower than the offer to administrators (5.5%) and teachers (6.65%). The District's final offer is closer in percentage terms to the increase given to administrators than is the Association's final offer, but the reverse is true when comparison is made to the increase given to the teachers. In summary, the District's offer is closer to the increases given to four of the five employee groups than is the Association's offer.

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6/ These employees are organized and are affiliated with unions.

7/ These employees are organized but unaffiliated.

8/ These employees are organized and are affiliated with unions.

9/ These employees are organized but unaffiliated.

For 1988-89 the District's offer is closer to the increase given to substitutes (3.5%) than is the Association's offer. For administrators (5.88%) and teachers (6.22%) the Association's offer is closer to the increases given than is the District's offer.

For the two-year period 1987-89, the District's offer is closer than is the Association's to the increase given to substitutes, while the Association's offer is closer to the increases given to teachers and administrators. The Association argues that it should be compared only with unionized employees (i.e. teachers and substitutes, the unionized units which have settled). Doing so does not change the arbitrator's conclusions.

The Association argues that the District objected to paying higher salaries to unit employees because of high health insurance premiums. It notes that the increases in insurance premiums were not greater for these employees than for others of the District's employees. No evidence or testimony was presented by the Association to support its assertion that the District did not offer higher wages because of health insurance premiums, and the arbitrator does not view the increases in health insurance premiums as a factor favoring either party's final offer.

In the arbitrator's opinion the comparisons with the District's other employee groups do not clearly favor either party's final offer. 10/

In addition to making comparisons with other groups of its own employees, the District presents data for other public employers in which Conference districts are located: Burlington, Walworth County, Racine County (the District includes part of Racine County) and Kenosha County (Kenosha County is contiguous with the District). For 1987 the data show increases as follows: City of Burlington--2.5%; Walworth County--0 to 4%; City of Racine--0 to 3%; Racine County--0 to 3%; Kenosha County--0 to 3%; Kenosha Schools--teachers--5.6%. For 1988 the increases

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10/ The parties presented wage data for the District's employees showing increases given since 1982. The Association argues that the District's offer to its other employees for 1987-88 is closer to their five year average increases than is the increase offered to this bargaining unit. The Association does not indicate why the five year average is significant or why that should be the basis for determining this year's wage increases. Even if it is the case that the wages offered to the Association are below the five year average paid to the District's other employees, the arbitrator is not persuaded that it should be a determining factor. The arbitrator knows nothing about the bargaining history that produced those settlements or what accounted for the different outcomes.

for these jurisdictions are: City of Burlington--2.5%; Walworth County--0 to 3%; City of Racine--1 to 4%; Racine County--3 to 4%; Kenosha County--0 to 3%; Kenosha Schools--teachers--5.6%; service employees--0%.

The Association argues that many of the cited employee groups are not secretarial employees and are not comparable to the District's secretarial employees. Also, it argues, many have higher wages, thus making a percentage increase comparison misleading. The Association also cites the different fringe benefits and wage progressions of some of these groups, many of which are far superior to the benefits and progressions enjoyed by the employees in the bargaining unit.

The statute directs the arbitrator to consider comparisons "generally in public employment in the same community and in comparable communities." Thus, the data presented by the District are appropriate in light of this criterion, the Association's arguments to the contrary notwithstanding.

The comparisons indicate that with the exception of Kenosha teachers, all of the cited comparisons have settlements of 4% or less for each of the years 1987 and 1988. The Association has not shown that secretarial employees in these jurisdictions have been treated more generously than that.

These comparisons lend support to the District's final offer.

Factor (f) requires the arbitrator to weigh comparisons with ". . . other employees in private employment in the same community and in comparable communities." The District presented local data for four private employers in Burlington covering a total of 1,375 employees. The data do not indicate the job classifications of the employees. For 1987 three of the increases are 0%, 3.5% and 5.0% and another is 20 cents per hour. For 1988 these figures are 0%, 3.5% and 3 to 4%, and 26 cents per hour. The Association presented wage rate ranges for a single local employer, a temporary agency. No information is shown for wage increases there.

These data tend to support the District's offer. However, given that the data are for only five employers and nothing is presented about the nature of the work, these data are not entitled to great weight.

Factor (g) requires the arbitrator to weigh the "cost-of-living." The District presented federal Consumer Price Index figures for six indices: 1) Urban wage earners and clerical workers; 2) Urban consumers; 3) Non-metropolitan urban wage earners in the North Central states and clerical workers; 4) Non-metropolitan urban consumers in the North Central states; 5) Small metropolitan urban wage earners and clerical workers in the North Central states; 6) Small metropolitan urban consumers

in the North Central states. Since the parties are bargaining a July 1987 through June 1989 agreement, the relevant indices for the CPI are the June 1986-87 and June 1987-88 indices which show what happened to the cost of living in each of the years prior to the years of the parties' proposed Agreement. These figures are shown below:

	(1)	(2)	(3)	(4)	(5)	(6)
June, 1986-87	3.68%	3.72%	3.14%	2.8%	4.07%	4.16%
June, 1987-88	3.79	3.94	2.66	2.69	3.81	3.97

Whether the District's or the Association's costings are used, it is clear that the District's wage offer, even without consideration of the total package costs, is closer to the increases in the cost of living. The Association's costings for the District's wage increases are 4.5% in the first year and 4.5% in the second year. These figures are higher than the cost-of-living increases, as comparison with the above-table clearly indicate. The Association's wage offer, which is higher than the District's, is consequently even higher in comparison to the cost-of-living figures.

Based on the above analysis, the cost-of-living factor clearly favors the District's final offer.

Factor (h) requires the arbitrator to consider the "overall compensation presently received by the . . . employees." Insofar as the parties addressed this factor, there was no persuasive evidence which would favor either party's wage offer based on overall compensation.

Based upon the above facts and discussion, it is the arbitrator's view that the District's offer is preferred on the wage issue.

Issue: Health Insurance-Early Retirement

The Association's final offer proposes to provide Employer-paid health insurance benefits to early retirees. The parties' prior Agreement contains no provisions relating to early retirement. The District's final offer does not address this issue.

The data presented indicate that none of the other Conference districts provide early retirement benefits for their secretaries. Within the District, the teachers' Agreement has an early retirement provision which provides that for teachers retiring at or after age 62:



. . . the District will continue to pay the health insurance premiums for which the retiring teacher is eligible if the carrier permits such continuation until the retired employee becomes eligible for Medicare."

There is also provision for teachers retiring at age 60 or 61. If the District grants their requests to retire:

. . . the Board shall pay the entire premium for health insurance coverage for which the retiring teacher is eligible. The payment of health insurance benefits hereunder shall terminate automatically in the event the employee obtains insurance coverage from another employer."

The District's Agreement with its custodial union contains a provision that:

The Board of Education shall contribute 100% of the premium towards a health and surgical family plan for an employee if he retires at age 62 until he reaches age 65.

The District's other employee groups do not have provisions for early retirement with Employer-paid health insurance.

The Association argues that it has sought this benefit "for a long time," but it provides no testimony or evidence to support that assertion. It argues that this is a provision that will save the District money:

"During the life of the Agreement at issue here, there will be only one bargaining unit employee eligible for early retirement."

In its brief the Association suggests that allowing the employee to retire, and replacing the employee with a new one, would likely save the District money even after it pays for the retiree's insurance.

The District cites the fact that none of the Conference districts provide the benefit sought by the Association, and it argues that the Association has not presented any compelling justification to change the status quo at this time. It argues also that given the economic conditions in the area, it is not in

the interests and welfare of the public at this time, to require the District to provide an additional fringe benefit to employees.

### Discussion

The evidence shows that benefits of the type sought here by the Association are not provided to secretarial employees by other Conference school districts or other public employee jurisdictions in the District's geographical area. There is some inequity in the treatment of this bargaining unit since the District provides benefits to its teachers and custodial employees of the type being sought here, although the statements of what is provided to those two groups are not identical to one another or to the language proposed by the Association.

It is both equitable and desirable for employers to provide their employees with uniform fringe benefits. The District is now providing paid health insurance benefits for early retirees to only a portion of its employees. Nonetheless, a new benefit should be bargained, where possible, rather than established by order of an arbitrator unless there is compelling reason for an arbitrator to so order.

The arbitrator is not familiar with the bargaining history of the District with its teachers or custodians and does not know what tradeoffs, if any, were made by those employee groups which prompted the District to agree to giving them the benefits at issue here. Since only some of the District's employees have a similar benefit at the present time, and none of the comparable employees in the Conference have it, the arbitrator does not view the evidence as providing a persuasive or compelling basis on which to order the District to provide it to this bargaining unit.

After considering the evidence in light of the statutory criteria, it is the arbitrator's view that the District's final offer is preferred on this issue.

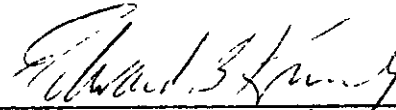
### Conclusion

The statute requires the arbitrator to select one party's final offer in its entirety. Based upon the above facts and discussion and the statutory decision-making criteria the arbitrator hereby makes the following

AWARD

The District's final offer is selected.

Dated at Madison, Wisconsin, this 16<sup>th</sup> day of November,  
1988.



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Edward B. Krinsky  
Arbitrator

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APR 27 1988

WISCONSIN MUNICIPAL EMPLOYMENT  
RELATIONS COMMISSION

*Burlington Area School District*  
*Case 33*

Name of Case: *No. 40104*  
*Int/Arb-4780*

The following, or the attachment hereto, constitutes our final offer for the purposes of arbitration pursuant to Section 111.70(4)(cm)6. of the Municipal Employment Relations Act. A copy of such final offer has been submitted to the other party involved in this proceeding, and the undersigned has received a copy of the final offer of the other party. Each page of the attachment hereto has been initialed by me. Further, we (do) (~~do not~~) authorize inclusion of nonresidents of Wisconsin on the arbitration panel to be submitted to the Commission.

*April 25, 1988*  
(Date)

*Esther Thronson*  
(Representative)

On Behalf of: *Burlington Educational Secretaries Assn.*  
*(Southern Lakes United Educators)*

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Burlington Educational Secretaries Association

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

The final offer of the Association shall include the previous agreement between the parties, tentative agreements reached during bargaining and the following modifications:

1. Appendix A-1 and A-2 attached.
2. Article 19 - Health Insurance  
Add new language:
  - G. Twelve (12) month employees and nine and one-half (9½) to ten (10) month employees (the latter after having served in the District twenty (20) years) shall be eligible for the family or single health and surgical plan of the district, fully paid for by the employer, should he/she choose to retire at age 62, 63, or 64. Such benefit shall continue until the employee reaches 65 years of age or is eligible for Medicare, whichever comes first.
3. Article 27 - Duration of Agreement  
Change dates to reflect a two-year agreement (1987-89).
4. All economic items are retroactive to the beginning of the 1987-88 agreement.

ET/jh

4/25/88

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WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

APPENDIX A-1

SECRETARIAL SALARY SCHEDULE 1987-88

<u>Secy_I</u>		<u>Secy_II</u>	
Start	\$5.39	Start	\$5.13
1	5.49	1	5.23
2	5.59	2	5.34
3	5.70	3	5.45
4	5.81	4	5.55
5	6.10	5	5.89
6	6.32	6	6.07
7	6.53	7	6.23
8	6.74	8	6.39
9	6.93	9	6.58
10	7.15	10	6.75
11	7.35	11	6.93
*Long. 1	7.78	*Long. A	7.10
Long. 2	7.97	Long. 1	7.28
Long. 3	8.16	Long. 2	7.44
Long. 4	8.32	Long. 3	7.62
Long. 5	8.59	Long. 4	7.81

(7% increase in wages for each employee including increment if applicable)

FOR LONGEVITY PLACEMENT:

\*Only employees moving from Step 11 to a longevity number have an increment included in their 7% raise

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WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

APPENDIX A-2

SECRETARIAL SALARY SCHEDULE 1988-89

<u>Secy_I</u>		<u>Secy_II</u>	
Start	\$5.61	Start	\$5.34
1	5.71	1	5.44
2	5.82	2	5.54
3	5.93	3	5.66
4	6.04	4	5.78
5	6.16	5	5.88
6	6.47	6	6.24
7	6.70	7	6.43
8	6.92	8	6.60
9	7.14	9	6.77
10	7.35	10	6.97
11	7.58	11	7.16
		*Long. AA	7.35
*Long. 1	7.79	Long. A	7.53
Long. 2	8.45	Long. 1	7.72
Long. 3	8.65	Long. 2	7.89
Long. 4	8.82	Long. 3	8.08
Long. 5	9.10	Long. 4	8.28

(6% increase in wages for each employee including increment if applicable)

FOR LONGEVITY PLACEMENT

\*Only employees moving from Step 11 to a longevity number have an increment included in their 6% raise.

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APR 26 1988

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

Name of Case: Burlington Area School District  
Case 33 No. 40104 INT/ARB-4780

The following, or the attachment hereto, constitutes our final offer for the purposes of arbitration pursuant to Section 111.70 (4)(cm)6. of the Municipal Employment Relations Act. A copy of such final offer has been submitted to the other party involved in this proceeding, and the undersigned has received a copy of the final offer of the other party. Each page of the attachment hereto has been initialled by me. Further, we do not authorize inclusion of nonresidents of Wisconsin on the arbitration panel to be submitted to the Commission.

April 25, 1988  
Date

*Gary M. Ruesch*  
Gary M. Ruesch, Esq.  
Representative  
DGR

On behalf of the Burlington Area School District



WASHER

APR 26 1988

FINAL OFFER  
of the  
SCHOOL BOARD OF THE BURLINGTON AREA SCHOOL DISTRICT  
to the  
BURLINGTON EDUCATIONAL SECRETARIES ASSOCIATION

W. C. ...  
...

1. Article 14 - Compensation - Paragraph D - Placement on Salary Schedule - Revise Appendix A as attached.
2. Article 27 - Duration of Agreement - Revise to read as follows:
  - A. This agreement shall be in effect as of the date of execution hereof and shall remain in full force and effect until and through June 30, 1989.
  - B. Timetable for conferences and negotiations:
    - Step 1: Submission of Association bargaining requests in writing by April 15, 1989, to the Board.
    - Step 2: The Board will advise the Association by May 1, 1989, of its counterproposals concerning the bargaining requests.
    - Step 3: Negotiations will continue after the response of the employer but in no event later than May 15, 1989.

This timetable is subject to adjustment by mutual agreement of the parties consistent with the progress of negotiations.

3. The successor agreement shall include all tentative agreements and other items in the 1985-1987 collective bargaining agreement not modified by the Board's final offer or tentative agreements.

OK  
GMR  
4/25/88

SECRETARIAL ASSOCIATION 1987-88

STEP	SEC. I	SEC. II
START	\$5.26	\$5.02
1	\$5.36	\$5.12
2	\$5.46	\$5.22
3	\$5.56	\$5.32
4	\$5.83	\$5.63
5	\$6.04	\$5.80
6	\$6.23	\$5.95
7	\$6.43	\$6.10
8	\$6.61	\$6.28
9	\$6.81	\$6.44
10	\$7.00	\$6.61
11	\$7.21	\$6.77
LONG	\$7.40	\$6.93
LONG	\$7.58	\$7.08
LONG	\$7.76	\$7.25
LONG	\$7.91	\$7.43
LONG	\$8.16	

OK  
BMR  
4/25/88

SECRETARIAL ASSOCIATION--1988-89

STEP	SEC. I	SEC. II
START	\$5.41	\$5.17
1	\$5.51	\$5.27
2	\$5.61	\$5.37
3	\$5.71	\$5.47
4	\$5.98	\$5.78
5	\$6.19	\$5.95
6	\$6.38	\$6.10
7	\$6.58	\$6.25
8	\$6.76	\$6.43
9	\$6.96	\$6.59
10	\$7.15	\$6.76
11	\$7.36	\$6.92
LONG	\$7.55	\$7.08
LONG	\$7.73	\$7.23
LONG	\$7.91	\$7.40
LONG	\$8.06	\$7.58
LONG	\$8.31	

OK  
GMR  
4/25/88