STATE OF WISCONSIN
BEFORE THE INTEREST ARBITRATOR

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In The Matter Of The Petition Of

MARATHON TEACHERS ASSOCIATION

To Initiate Arbitration Between
Said Petitioner And

MARATHON CITY SCHOOL DISTRICT

Daniel Nielsen, Arbitrator
Decision No. 25800-A
Case 10, No. 40822, ARB-4974
Public Hearing: 03/01/89
Date of Hearing: 03/09/89
Date of Award: 06/19/89

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Appearances:

Wisconsin Association of School Boards, Inc., Suite 3, 1812 Brackett Avenue, Eau Claire WI 54701, by **Mr. Steven J. Holzhausen**, Staff Representative, appearing on behalf of Marathon City School District

Central Wisconsin UniServ Council-North, 2805 Emery Drive, P.O. Box 1606, Wausau WI 54401, by **Mr. Thomas Coffey**, Executive Director, appearing on behalf of the Marathon Teachers Association.

ARBITRATION AWARD

On January 9, 1989, the undersigned was appointed Arbitrator of an interest dispute under Section 111.70 Stats., the Municipal Employment Relations Commission, between the Marathon Teachers Association (hereinafter referred to as the Association) and the Marathon City School District (hereinafter referred to as either the District or the Board).

A citizens' petition was filed within ten days of the Order Appointing Arbitrator, and a public hearing was held in Marathon City on March 1, 1989, at which time members of the public were afforded an opportunity to ask questions of the parties and the Arbitrator. Scott Judah, Bernie Stahnke and Mark Steamer, residents of the District, spoke in favor of the Association's position.

A mediation effort was made on March 9, 1989, without success. Immediately thereafter, a hearing was conducted, in the course of which the parties were afforded full opportunity to present such testimony, exhibits, other evidence and arguments as were relevant. Post-hearing briefs were

submitted, and the record was closed when they were received on April 17, 1989.

Having considered the evidence, the arguments of the parties, the statutory criteria, and the record as a whole, the undersigned issues the following Award.

I. Background

The District provides general educational services for the people of Marathon City, in central Wisconsin. In providing these services, the District employs 39.9 FTE professionals in the positions of full time certificated teacher and counselor. The Association is the exclusive bargaining representative for these employees. The Association and the District have been parties to a series of collective bargaining agreements, the last of which expired on July 31, 1988.

On April 20, 1988, the parties met to exchange proposals for a successor agreement. Thereafter, they met on three occasions to bargain collectively. On July 1, 1988, the Association filed a petition to initiate arbitration over the successor agreement. A WERC investigation was conducted in September of 1988, and it was determined that a deadlock existed in negotiations. An exchange of final offers ensued, and the matter was certified for arbitration on December 5, 1988.

The impasse issue between the parties relate to wages and disability insurance. There is a secondary disputes over the appropriate comparables for the District. The final offer of the District proposes a base salary of $17,698 in the first year, and $18,150 in the second year, with experience increments of 4.5%. The Association proposes base salaries of $17,900 and $18,902 in the two years of the contract, with a 4.5% experience increment. The Association also proposes to add a disability insurance plan to the benefit package.

The final offers are appended to this Award as Appendices "A" and "B".

II. Statutory Criteria

This dispute is governed by the terms of Section 111.70(4)(cm)7, the Municipal Employment Relations Act. MERA dictates that arbitration awards be rendered after a consideration of the following criteria:

"7. Factors considered. In making any decision under the arbitration procedures authorized by this paragraph, the arbitrator shall give weight to the following factors:

a. The lawful authority of the municipal employer.

b. Stipulations of the parties.

c. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.

d. Comparison of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes performing similar services.

e. Comparison of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes generally in public employment in the same community and in comparable communities.

f. Comparison of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes in private employment in the same community and in comparable communities.

g. The average consumer prices for goods and services, commonly known as the cost-of-living.

h. The overall compensation presently received by the municipal employes, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity of employment, and all other benefits received.

i. Changes in any of the foregoing during the pendency of the arbitration proceedings.

j. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the deter-

mination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact finding, arbitration or otherwise between the parties in the public service or in private employment."

III. The Positions of the Parties

A. The Position Of The Association

1. Comparability.

The parties agree that the primary comparables for this dispute are the "Marathon Comparability Group", comprised of six area schools -- Abbotsford, Athens, Edgar, Mosinee, Spencer and Stratford. The parties also agree that the comparability grouping should be expanded because of the general lack of settlements in the area. The Association asserts that the appropriate secondary comparables consist of those CESA 9 schools having 0-99 FTE teachers which are settled for the contract term (Arbor-Vitae, Elcho, Lac Du Flambeau, Minocqua, North Lakeland, Northland Pines, Phelps, Three Lakes, and Tomahawk). Additional comparables consist of schools in the state of Wisconsin having between 0-99 FTE teachers which are settled for the contract term and, finally, all schools in the state of Wisconsin. The District's reliance on the Marawood conference and the Cloverbelt conference is misplaced, the Association asserts, because those conference have been specifically rejected in past arbitrations.

The broader comparables cited by the Association are particularly strong in light of the revision in Sec. 111.70 removing the "comparable communities" limitation on comparisons with employees performing similar services. Arbitrators have correctly read this change as broadening the available comparisons, up to and including consideration of statewide comparables. Reference to statewide figures is especially appropriate where, as here, the athletic conference is one of the only pockets of resistance to settlement in the entire state. Only the Marawood Conference and the Scenic Bluffs Conference have no pattern of settlement, and this atypical situation calls for an examination of the prevailing patterns outside these conferences.

2. Salary Schedule Issue

The Association urges that a traditional benchmark analysis, which has been widely endorsed by arbitrators as the best method of comparison, strongly supports its offer at every step of the schedule. Using the minimums and maximums to avoid distortions caused by increment freezes and step elimination, the Association demonstrates that Marathon City teachers have lost

ground at four of the five benchmarks in comparison with its primary comparables:

Step	1981-82 +/- Average	1981-82 Ranking	1987-88 +/- Average	1987-88 Ranking
BA Minimum	+ 112	2/7	- 138	**4/7**
BA Maximum	+ 1182	1/7	+ 1553	1/7
MA Minimum	- 139	4/7	- 450	**6/7**
MA Maximum	+ 633	2/7	+ 602	**3/7**
Schedule Max.	+ 319	2/7	- 434	**4/7**

This downward trend is duplicated when comparisons are drawn with CESA schools and statewide averages. Teachers in Marathon City are paid substantially less than the average teacher in the state, and even the Association's final offer will yield a salary $4000 below the state average. While the Assocaition recognizes that the arbitrator cannot correct all past inequities, the District offer continues the deterioration of wage rates and, for that reason, should be disfavored in this proceeding.

The reasonableness of the Association offer is reinforced by a review of average dollar per teacher increases among the comparables:

Comparable Grouping	Relationship of the Association offer 1st Year	Relationship of the Association offer 2nd Year	Relationship of the District Offer 1st Year	Relationship of the District Offer 2nd Year
Primary (Mosinee)	-$212	n/a	-$565	n/a
CESA 9	-$ 27	n/a	-$340	n/a
State (0-99 FTEs)	+$ 42	+$ 56	-$311	-$281
State (All WEAC Locals)	-$ 55	-$ 7	-$408	-$344
State (All Schools)	+$ 16	+$ 44	-$337	-$293

Plainly, consideration of the average dollar per teacher increase supports the position of the Association, since its offer is, in every instance, closer to the settlements obtained in other districts. Comparisons under criterion "d" dictate that the final offer of the Association be accepted.

The Association further avers that its offer best serve the "interest and welfare of the public" under criterion "b". The District is a prosperous area, well able to afford a reasonable increase in teacher compensation. The area economy is vigorous, and relatively insulated from any problems related to the farm economy. Residents of the District enjoy a substantially higher

income than those of surrounding districts, while tax levies have been decreasing and state aids have been increasing. Per pupil costs in the District are well below those of its comparables. Overall, the evidence paints a picture of a very healthy economic base in the District.

The Association anticipates that the District will argue for a low settlement in response to the drought of 1988. This line of argument is meaningless to this District. The evidence does not show that the District is heavily dependent upon farm income for its prosperity. While the District presented a good deal of evidence on the general state of the farm economy, it failed to establish that this information was in any specific way relevant to this District. General arguments do not serve to distinguish a municipality from its surrounding municipalities, and thus will not overcome the presumption in favor of settlement patterns.

The Association points to the wealth of national studies arguing in favor of adequate compensation for teachers, and suggesting that, to the extent that public policy enters into the equation, it favors the higher offer of the Association. The Association's effort to avoid losing more ground in comparative salaries is clearly in the public interest.

Cost of living is another criterion under the statute, but the Association notes that it is not generally considered in a simplistic comparison of percentages. It is a well established principle of interest arbitration that the best measure of the CPI's impact on collective bargaining is how other parties have dealt with the increase in their negotiations. Thus the settlement pattern should be referred to as the benchmark for determining which offer is more reasonable in light of the increases in the cost of living. As previously noted, the Association's position is the more reasonable by this measure.

The Association dismisses the District's efforts to draw comparisons between this impasse and the settlements reached in the private sector and in negotiations with other public employees. The District's evidence in this regard is fragmentary, and fails to provide such important information as actual wage rates, requirements of education and training, and historical relationships between those negotiations and bargains struck in the educational sector. Arbitrators have been generally reluctant to place much weight on private sector and non-school settlements in judging the reasonableness of offers, since the labor markets and conditions of employment are so vastly different. The Association argues that this reluctance should carry over to this case as well, particularly in light of the incomplete information available.

3. The Disability Insurance Issue

The Association contends that the District's resistance to LTD insurance for teachers is wholly unjustified. Every other school in the primary comparison group and the CESA offers this low cost benefit to employees. The refusal to add LTD is particularly unreasonable in the face of health insurance rates which are the lowest among the primary comparables, and appreciably below the norm for the CESA schools.

For all of the foregoing reasons, the Association asks that is offer be selected.

B. The Position of the District

1. Comparability

The District argues that there are three sets of comparables that might be legitimately employed in resolving this dispute. The primary comparables are well established as the "Marathon Comparability Group", consisting of the District and six other schools. Of the primary comparables, only Mosinee is "settled" (by virtue of an arbitration award) for 1988-89, and none are settled for 1989-90. Secondary comparables consist of the Marawood Athletic Conference, of which the District is a member. Within the conference, only the School District of Pittsville has a settlement for both 1988-89 and 1989-90. Tertiary comparables are the schools of the Cloverbelt Athletic Conference (Altoona, Auburndale, Cadott, Colby, Cornell, Fall Creek, Gilman, Greenwood, Loyal, Mosinee, Neillsville, Osseo-Fairchild, Owen-Withee, Stanley-Boyd and Thorp).

The primary comparables are of little use, the District asserts, because only one settlement exists, and it came about as the result of an Award, which was based upon settlements in two communities having no similarity to Marathon City. The general rule in interest arbitration is to discount contracts which result from arbitration if they are at odds with the pattern of voluntary settlements. The Mosinee contract is distinguishable on these grounds, as well as the noted reliance of the Arbitrator in that case on two paper-mill towns. Thus, the District argues, the athletic conference is the most reliable comparison available to the parties in this case.

Athletic conferences are widely used for comparisons because they naturally group similar schools within a stable and ascertainable set. The similarity of schools makes the comparisons more meaningful, and the stability of the conference makes benchmarks for bargaining more persuasive to the parties. Indeed, the District notes that the Union has argued for the use of the Marawood Conference as the only appropriate comparison in arbitrations involving other conference schools. As the parties here have historically

used a different configuration of area schools as primary comparables, the athletic conference is relegated to the status of a secondary comparable. The District acknowledges that the conference has only one settlement, and avers that the Pittsville bargain is atypical, but stresses the validity of the principles underlying the use of athletic conferences.

As athletic conferences are employed because of the similarity of the member schools, and the stability of the grouping, the Board asserts that they are a logical point of reference even when, as in this case, comparables must be expanded. The legislative change in MERA does, the Board concedes, suggest that comparisons may be made across broader groupings than might previously have been appropriate. The expansion, however, must be accomplished in a principled manner. There must be some basis for drawing a comparison between districts, other than the mere fact that data was presented at the hearing. The district contends that the most rational means of expanding a comparability grouping is to look to geographically proximate groupings with a similarity in demographic and economic characteristics. Once sufficient numbers of settlements are identified, the arbitrator should base a decision upon that grouping, without needlessly considering an even larger pool. In this case, the District claims that the outer limits of the comparable pool should be the schools of the Cloverbelt Athletic Conference.

The Marathon City School District is well within the range of both the Marawood Conference and the Cloverbelt Conference on all measures traditionally employed to determine comparability:

Category	Marawood	Cloverbelt	Marathon City
Student Count	654	954	666
Teacher FTE	39.8	60.6	39.1
Cost per Member	$3,439	$3,586	$3,560
Aid per Member	$1,969	$2,272	$1,478
Equalized Value per Member	$ 118,074	$ 103,191	$ 160,221
Levy Rate	12.19	12.69	12.99
1986 Personal Income	$ 17,156	$ 16,188	$ 24,532

Even more compelling as a basis for comparison, however, is the fact that the Cloverbelt schools fall within the same agriculturally based counties (Clark, Taylor and Marathon) as the schools of the Marawood conference. Thus there is every reason to expect that settlements within the two conferences will parallel one another. The similarity in underlying economic conditions logically should yield similar results in bargaining. The only exceptions to this parallelism would be Altoona and Mosinee, the two Cloverbelt schools which are primarily urban in character and which previous arbitrators have identified as falling outside the norms for the conference. The remaining schools within the Cloverbelt conference, however, are a good, albeit imperfect, comparison for the Marathon City District, and should be employed by the arbitrator in this case.

The District accuses the Association of "comparables shopping" in its attempt to use CESA schools and state wide settlement figures. The CESA schools are not geographically proximate, and have different economies than the District. Further, the use of the CESA as a basis for comparison has been expressly rejected in a past arbitration between the parties. The state wide figures advanced by the Association have no relevance to the bargaining in Marathon City, and the Association has shown no basis for drawing comparisons based upon state wide data. Again, the Board asserts that there must be some principled basis for using a settlement or set of settlements as a comparable. That basis is lacking in the case of state wide figures.

2. Salary Schedule Issue

The salary proposal of the District yields a 1988-89 wage increase of 5.7%, or $1,450 per teacher. The Association seeks 7.1%, or $1,809 per returning teacher for 1988-89. In the second year of the contract, the District is offering $1,551 per teacher, an increase of 5.7%, while the Association is demanding $1,894, or 6.9%. Measured by total package cost, the District is offering 6.5% in each year, at a cost of $2,260 in 1988-89 and $2,386 in 1989-90. The corresponding figures for the Association are 7.8% in each year, or $2,689 in the first year and $2,913 in the second year. The cost difference over the contract is $38,159.

The District asserts that its wage offer should be accepted as the more reasonable under the statutory criteria. The arbitrator is required to consider the cost of living as one factor in arriving at his decision. The District points to the increase of 2.9% in CPI for Non-Metro Urban Areas and notes that its offer exceeds this amount by 2.8% on wages, and 3.6% in total package cost. The Association's package cost is nearly 5% above the increase in CPI, plainly unreasonable in light of prevailing economic conditions.

The "interests and welfare of the public" are better served by selection of the Board offer. Certainly the District can afford to pay either offer, or any offer, so long as it has the power and obligation to tax. Merely possessing the power to pay for an offer, however, does not mean that the offer is in the public interest. The District is an agricultural area, beset by the long running problems of Wisconsin's farming communities. The steady decline in farm values and commodity prices, together with the relative increase in debt load, has created a condition of economic stress. This stress has been exacerbated by the drought of 1988.

Reliable studies indicate that farmers suffered a 20 to 25% decrease in 1988 income, including disastrous losses in vegetable crops. The ripple effect of the drought is being felt in the form of feed grain shortages in 1989. Given the lack of readily available credit for the purchase of feed, farmers will be forced out of business by these shortages. The distress of the farmers will inevitably be felt in the farm dependent communities, such as Marathon City.

In many cases, arbitrators have held that broad economic distress does not serve to distinguish one community from another. The District agrees that it cannot point to more severe conditions than suffered by its neighbors in the Cloverbelt conference. All are agriculturally sensitive economies. In this case, however, the Board does not ask for different treatment. The pattern of settlements in the Cloverbelt conference is cited instead as a reliable indicator of the effect that agricultural conditions have had on bargaining.

The Board notes the degree of increase in private sector wages, and argues that taxpayers who receive increase between 2% and 5% cannot reasonably be expected to grant the 7% increases sought by the Association. Personal income has increased at a substantially lower rate for private sector workers in the area than it has for government employees in this decade, and the Board urges that some measure of restraint be exercised in these negotiations.

The interests of the public require balancing the need to retain qualified teachers with the need to hold the line on taxes. The Board's offer best meets this need, by granting a wage increase well above the inflation rate, while recognizing the depressed conditions in agricultural areas of Wisconsin. The national studies, such as the Endicott Report, cited by the Association to substantiate a demand for higher starting wages are misleading in that they compare rigorous academic disciplines like engineering with the less demanding education curriculum. Starting salaries are bound to be higher in fields which attract the top level of the student population, and the disparity

in salaries does not show a need for an increase in teacher pay in Marathon City. The District has had no trouble attracting and retaining qualified teachers.

The Board claims support from private sector comparisons, pointing to increases between 0% and 2.6% in private employment in recent years. While it is impossible to show the precise rate of increase for all local workers, the evidence is sufficient to show a trend in favor of the lower offer of the Board. This is particularly compelling when one factors in the decrease in farm income.

Comparisons with other teachers also dictates selection of the Board's offer. The settlement in Pittsville, combined with the pattern of settlements in the Cloverbelt Athletic Conference (excluding the urban areas of Altoona and Mosinee) shows the following for 1988-89:

Comparison	Salary Only		Total Package	
	$/Teacher	Percentage	$/Teacher	Percentage
Average	$ 1,468	5.9%	$ 2,102	6.4%
Board Offer	$ 1,450	5.7%	$ 2,260	6.5%
+ or - Ave.	$ +18	-0.2%	$ +158	+0.1%
Assoc. Offer	$ 1,809	7.1%	$ 2,689	7.8%
+ or - Ave.	$ +341	+1.2%	$ +587	+1.4%

The advantage of the Board's offer is slightly understated in these comparisons, the District asserts, because the unusual settlement in Auburndale featured adoption of the Board's final offer in the first year and the Association's final offer in the second year. If the settlement is averaged across the two years, the salary and package costs for the conference drop by 0.2%. Even if Altoona and Mosinee are averaged into the conference statistics, the comparisons remain strongly favorable to the Board.

In the second year of the contract, only four schools in Marawood and Cloverbelt are settled -- Cadott, Cornell, Fall Creek and Pittsville. Comparisons for the second year also support the offer of the Board:

Comparison	Salary Only		Total Package	
	$/Teacher	Percentage	$/Teacher	Percentage
Average	$ 1,640	6.1%	$ 2,226	6.3%

Board Offer	$ 1,551	5.7%	$ 2,386	6.5%
+ or - Ave.	$ -89	-0.4%	$ +160	+0.2%
Assoc. Offer	$ 1,894	6.9%	$ 2,913	7.8%
+ or - Ave.	$ +255	+0.8%	$ +687	+1.5%

The Board urges that benchmark comparisons be disdained, since the use in bargaining of increment freezes and structural changes to achieve voluntary settlements has corroded the validity of such measures. In many districts, the placement of a teacher on a particular step has little relationship to the experience of the teacher. Even if the arbitrator does choose to employ such comparisons, the Board's offer fares wells under a benchmark analysis, maintaining rank at the BA Maximum and MA Maximum within the primary comparables, even assuming selection of the Union offers in other districts. While there is a slight erosion at the base salaries and the Schedule Maximum, the Board notes that 63% of its faculty will be at the BA and MA Maximums in 1988-89. The Association offer expands the teachers' advantage at the maximums, without justification. The Board notes that the Association also neglects to calculate longevity when comparing maximums, a significant oversight, in that 53% of the teaching staff received longevity payments in 1987-88.

The Board dismisses the Pittsville settlement, pointing out that the abnormally high salary bargained for 1988-90 (an average of 6.8% per year) is offset by a decrease in insurance premiums. The package costs in Pittsville, the Board asserts, are lower than those contemplated by the Board offer in this case. The parties in Pittsville merely allocated their compensation dollars differently, taking advantage of the extra money made available by a change in insurers. Marathon City does not have this luxury, and has already offered more in package terms than was paid out in Pittsville. Thus, even though the Pittsville salary settlement appears to favor the Association's position, the settlement in that district cannot be legitimately compared to the offers before the arbitrator.

Turning to the question of overall compensation, the Board argues that its offer is more than generous. Under the Board's 1988-89 offer, the average salary will be $27,079, with a fringe benefit cost of $8,276. Fringe benefits represent a higher percentage of compensation (30.6% of salary) in Marathon City than they do in either the Marawood Conference generally (30.1% in 1987-88) or the Cloverbelt conference (29.2% for 1987-88; 30.1% for 1988-89). The Board offer also provides higher fringe benefit payments in absolute dollar terms than those paid in the Cloverbelt Conference ($8,276

for 1988-89 vs. an average of $8,231). By any measure, the Board's position is the more reasonable when total compensation is considered.

3. The Disability Insurance Issue.

Finally, the Board looks to the Association's long term disability insurance proposal, characterizing it as a significant and unjustified change in the status quo ante. Certainly it appears that most area schools have some form of LTD insurance for employees. The Board notes, however, that the Association bears the burden of showing that its proposed change is both necessary and in some way offset by a quid pro quo. Here, the Board argues, such evidence is lacking.

Fringe benefits should be designed to meet a need or answer a problem. The Association has not offered evidence of any disabled teacher in the district, or any unfairness caused by the lack of this benefit. Moreover, there is absolutely no proof of a quid pro quo for this benefit. Indeed, the Association has coupled this demand with a salary proposal well in excess of area norms. Faced with rapidly increasing fringe benefit costs, the District cannot reasonably be expected to add a new insurance without some offsetting concession by the Association.

For all of the foregoing reasons, the District asks that its final offer be adopted in this proceeding.

IV. Discussion

1. Comparables

The primary comparables for Marathon City have been established in past negotiations and arbitration proceedings. Of the six schools comprising the comparability group, only Mosinee has a contract in place for the period in dispute here, and that results from an arbitrator's award. All parties agree that the pool of comparables must be broadened, and the argument is over what might constitute the appropriate secondary and tertiary comparables.

As the Association correctly notes, the statutory changes in MERA evince a legislative intent to broaden the comparisons between like employees that might be drawn in interest arbitration proceedings. The change in criterion "d", however, must be read in a manner consistent with the overall purpose of the statute, which is to promote "voluntary settlement through the proce-

dures of collective bargaining."[1] A necessary element of successful bargaining is predictability, which in turn requires stability in the set of schools to which one looks for guidance in negotiations. Resolving the apparent tension between the legislative mandate to broaden the comparability groupings and the practical need for well-defined points of reference requires that arbitrators realistically weigh the likely impact of a settlement on the bargaining decisions of the parties. [2]

In determining the persuasive weight of a settlement, the most important consideration is whether the parties themselves have expressly relied upon the cited district in the past. Where the parties have historically maintained some relationship between their bargain and that struck in another municipality, an arbitrator must respect that relationship as the most reliable guide to what the outcome of successful bargaining would have been. The use of historical comparables best meets the expectations of the parties to the arbitration. In this case, each of the six schools of the Marathon Comparability Group falls into the category of historical comparables.

Where there is no good evidence of any historical relationship between the bargain at issue and those struck elsewhere, certain presumptions must be applied. The parties are presumed to have desired a bargain reasonably similar to those arrived at in similarly situated districts -- those of approximately the same size and economic base, in the same geographic area. Among Wisconsin school districts, the boundaries of the athletic conference commonly define this tier of comparables. The factors that lead to inclusion within the same conference are somewhat the same as those used to determine comparability for bargaining. In particular, similar size and close proximity may indicate similarities in the economic and political pressures within member school districts. The athletic conference also has the advantage of being easy to define, and relatively easy to draw comparisons within

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[1] Section 111.70(6), MERA: "(6) DECLARATION OF POLICY. The public policy of the state as to labor disputes arising in municipal employment is to encourage voluntary settlement through the procedures of collective bargaining. Accordingly, it is in the public interest that municipal employes so desiring be given an opportunity to bargain collectively with the municipal employer through a labor organization or other representative of the employes' own choice. If such procedures fail, the parties should have available to them a fair, speedy, effective and, above all, peaceful procedure for settlement as provided in this subchapter."

[2] In this, the undersigned agrees with the District that the principles of comparability developed over the years are not completely eliminated by the 1985 amendments. The more realistic view of the statute is that, with apologies to George Orwell, all of the comparisons are equal, but some are more equal than others.

across contract years. As a matter of custom, then, athletic conferences will generally constitute the primary comparables, unless a set of historical comparables has been recognized. In this case, given the existence of an agreed upon set of historical comparables, the Marawood Athletic Conference is appropriate only as a source of secondary comparables. Even though there is no evidence of historical reliance, an ab initio determination of comparables would likely yield the athletic conference, inasmuch as that has evolved as the default position of most parties and arbitrators.[3]

Beyond the primary and secondary comparables, additional data may be offered on tertiary comparables, having a range of persuasive value turning on the likelihood that the bargainers would have, or should have, in some way have been influenced by the cited settlements. Given the impossibility of an arbitrator's knowing the political and economic conditions of all communities within the state, demographic data, economic data, and geographic proximity will be used to gauge whether a settlement might roughly approximate the results of successful bargaining. Lacking evidence of actual reliance, or a "constructive notice" of comparability (such as can be employed with athletic conferences), and without great confidence in the similarity of social, political and economic conditions, these districts' settlements are accorded less weight than those within the historical grouping and the athletic conference.

Finally, there are environmental influences on the bargain to which comparisons may be made. Statewide averages would fall into this category. These do not reflect the immediate labor market conditions in an area, nor are they sensitive to the peculiarities of politics and economics within a district. They are, however, part of the broad context of bargaining. Negotiators and arbitrators are aware of the parameters drawn about the state, and of the trends that develop from year to year. Further, the labor market for professional employees such as teachers is to some degree a statewide market. Statewide averages may take on additional significance when cited to show a consistent pattern to which a conference stands in lone opposition. In that case, the averages are more complete, and may disclose that one offer or the other is well out of the mainstream. Even in that case, of course, statewide

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[3] The Association notes that the conference has been rejected as a basis for comparison by past arbitrators. The decision to reject the conference was made under the former "comparable communi-ties" language, where one set of comparables could be relied upon to the exclusion of all others. Given the current need to weigh, without disregarding, competing sets of comparables, the previous arbitrator's rejection of the conference is relevant only to the weight assigned the conference data.

averages will not overcome inconsistent information drawn from more specific sources.

Applying these general principles to the case at hand, the most relevant settlement is that in Mosinee. While the District complains that this is the result of an arbitration award, the wage schedule there is an accomplished fact. It is, however, the only settlement among the historic comparables and no pattern can be said to exist. The same situation obtains among the secondary comparables, the schools of the Marawood Conference. Only Pittsville had achieved a settlement when the record was closed.

The District urges the adoption of the Cloverbelt Conference as a tertiary comparable. There is some appeal to this, as several of the Cloverbelt schools are among the historic comparables for Marathon City. Thus the settlements in that conference might be expected to influence the outcome of bargaining among the primary comparables for this school. Balanced against this "ripple effect comparability" is the fact that the Cloverbelt conference sprawls across one hundred miles, with member schools adjacent to both Wausau and Eau Claire. Moreover, the conference schools are generally 50% larger than, and quite a bit poorer than, the Marathon City District. Thus the elements of proximity, size and economic similarity do not suggest that the Cloverbelt conference as a whole is strongly comparable to the District.

The Association's proposal to use CESA 9 schools suffers from much the same problem as the District's proposal to use the Cloverbelt schools. The resort economies extending north from Tomahawk to the Michigan border have little direct bearing on the bargainers in Marathon City. Six of nine cited CESA schools had $0.00 state aids per member in 1987-88, as compared with $1,475.79 for Marathon City, while taxable income across the CESA schools averaged $17,500 per return, contrasted with $26,384 per return for taxpayers in Marathon City. This suggests a high degree of non-resident ownership and tax contribution not evidenced within this District.

Neither the Cloverbelt Athletic Conference nor the CESA 9 schools are of much help in discerning what the ultimate consensus of union and district bargainers might be for schools within the Marathon Comparability Group.[4]

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[4] It may seem anomalous to discount these groupings, which are at least in the general area, while suggesting that all data must be considered, including even statewide averages. The undersigned will consider the information provided by the parties about Cloverbelt and CESA 9. The discussion here is about the weight given the data. It is the groupings used for comparison that are inappropriate. Giving special weight to the data because it is drawn from the Cloverbelt Conference and CESA 9 is what is rejected in the discussion above.

The statewide averages used by the Association are of some interest, in that they represent settlements in 85% of the districts in the state for 1988-89. The teachers and boards of the Marawood conference do seem to represent "a stubborn island in a sea of settlements"[5] where statewide figures may shed light on the going rate. To the extent that statewide figures are at all relevant, however, the figures for smaller districts are more persuasive than those for all state schools, since they screen out the distorting effect of the major urban districts.

In summary on the issue of comparability, the primary comparables are the six other schools of the Marawood Comparability Group. The secondary comparables are the schools of the Marawood Athletic conference. Tertiary comparables, entitled to little weight in this proceeding, include the cited schools of the Cloverbelt conference and CESA 9, as well as the settled schools within the state of Wisconsin.

2. Salary Schedule Issue

a. The lawful authority of the municipal employer.

No argument was presented under this criterion.

b. The stipulations of the parties.

No argument was presented under this criterion.

c. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.

No question of ability to pay is presented by this case. The Board strongly urges, however, that the district is agriculturally dependent and that the problems of the farm economy in the 1980's, compounded by the drought of 1988, merit a lower increase than that sought by the Association.

Area agriculture, centered on dairying and ginseng, has doubtless been affected by the drought, as shown by the Board's exhibitry. While the Board appears to overstate the impact of agriculture as a source of revenue for District taxpayers, the undersigned is satisfied that the drought's effects would reasonably lead to an expectation among area residents of moderation

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[5] See discussion in Marshfield School District, Dec. No. 25078-B (7/1/88) at pps. 11-12.

in bargaining by their elected officials. Even though the ability to pay exists, the political willingness to pay is lessened by economic hardships suffered by members of the taxpaying public.

Balanced against the plight of the District's farmers is the general robustness of the non-farm economy in Marathon County, and the high levels of personal income in the District. While no definitive evidence appears in the record to show the proportion of farm vs. non-farm employment within the District as a whole, the personal income levels alone would seem to indicate that the population is not dominated by financially stressed farmers. This conclusion is buttressed by the data showing a fairly large commuter population within the Village of Marathon, one of the major constituencies within the District.

On the whole, the undersigned is persuaded that the drought of 1988 does have an adverse impact on this District, to a greater extent than it has on the more urban areas to the east, and to a lesser extent than it has on the more rural districts to the west. It is a factor in the decision making of the Board's bargainers, and would realistically be added in to the mix in determining the appropriate level of increase for the District's teachers. While it would not dominate the bargaining, it must be considered as one element of the decision making process.

Information was also provided regarding the national and state rates of increase for employees in the non-agricultural private sector. While not specific enough to stand as a comparison (see discussion at section "f", infra), the fact that private sector workers are receiving increases in a range of 2% to 5% does have relevance to the environment in which bargaining takes place. In this way, it is similar to the statewide settlement data for teachers offered by the Association. The District's contention that taxpayers receiving lower rates of increase might resist the higher demands of the Association is a reasonable speculation. It's impact is reduced, however, by the fact that there has consistently been a fairly wide disparity in rates of increase for teachers and private sector employees in recent years. Nothing in the record suggests that the political importance of this disparity would have increased in this year's negotiations vis-a-vis those of previous years. Unlike the agricultural sector, the manufacturing and service sector has not experienced a galvanizing event such as the drought. Indeed, the improvements in the private sector economy over recent years might argue that the private sector would be more accepting of relatively high settlements in education. On balance, though, the undersigned finds that the data concerning the private sector favors the Board's position.

The Association's argues that the Endicott Report, showing higher starting salaries for most graduates of professional programs than are received by teachers, demonstrates a need for improving starting pay, and the absolute levels of compensation for teachers in general. The undersigned agrees that schools are at a competitive disadvantage in hiring college graduates to whom salary is the only consideration. That is not the only basis on which students make career decision. Mission and lifestyle, among other things, also enter into the choice of careers. In any event, the Endicott data is somewhat misleading in that it focuses on leading firms, rather than the entire labor market for professional school graduates. Moreover, the absolute wage rates cited reflect the values placed on particular skills. While the argument can be made that paying accountants and engineers higher wages than teachers is foolish, the remedy for that arguable foolishness will not be found in individual arbitration proceedings.

Consideration of the interests and welfare of the public favor the Board's final offer.

d. Comparison of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes performing similar services.

The question of comparability has already been extensively discussed. To the extent that comparables are employed to show a pattern of settlements, the record here is not particularly helpful. The primary and secondary comparables show two settlements among eleven schools for the first year of the contract. These settlements favor the Association's position, but do not constitute an area pattern. One settlement in the Board's favor in each of the first two tiers of comparables would negate the Association's advantage. Under these circumstances, there cannot be said to be any emerging consensus in favor of the Association's position.

The tertiary comparables offered by the parties are predictably mixed. The Cloverbelt settlements show the District's offer to be at the average, while the average of CESA 9 settlements mirrors the final offer of the Association. As discussed above, these groupings are not particularly persuasive.

The statewide averages for salary settlements in schools having 0-99 FTE teachers in 1988-89 show the Association's final offer to be $42 above the average, and the Board's salary offer $311 below the average. In the second year, the Association's position is $56 above the average, while the

Board's salary falls $281 below the average. These figures are more persuasive than the Cloverbelt and CESA figures, since the grouping is not as selective and does not give rise to suspicions of comparability shopping. It reflects a broad "going rate" for negotiations, though it does so at the expense of any sensitivity to local economic and political conditions.

Apart from the comparisons of absolute levels of increase, the parties offer evidence concerning benchmark rankings within the comparability groups. These comparisons reflect some erosion of the District's relative position over a period years. They do not, however, suggest that the levels of compensation have become non-competitive within the comparability group. Inevitably some teachers will be above the average and some below. The ranking is the result of collective bargaining, and absent evidence of an inability to retain staff or other proof of uncompetitive salaries, past bargains should not be subject to reopening simply because the parties find themselves in litigation over the current year's bargain.

The benchmark comparisons do show the potential for loss of rank at the base salaries and the schedule maximum under the Board's offer, if the Association prevails in other arbitrations within the Marathon Comparability Group. Under the same circumstances, the Association's offer would improve the ranking at the BA Maximum, and maintain the district's position at all other benchmarks. This suggests that the Association's position should be preferred as better maintaining the status quo. The bulk of the teachers in the district, however, are at the maximums where the ranking is unaffected by the Board offer and improved by the Association offer. Thus both offers, as a practical matter, deviate from the status quo to a similar extent.

On the record of this case, comparisons with similar employees favor the Association's position. This advantage comes primarily, however, from the comparisons with state wide averages used as tertiary comparables, and the weight accorded factor "d" in arriving at an overall conclusion is adjusted accordingly.

e. Comparison of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes generally in public employment in the same community and in comparable communities.

No argument was presented under this criterion.

f. Comparis n of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes in private employment in the same community and in comparable communities.

Although the District did supply information on private sector collective bargaining agreements throughout the nation, and rates of increase for Wisconsin's manufacturing wages, none of the data specifically related to the District or surrounding communities. Two examples of wage settlements were offered for local enterprises, but these featured unrepresented employees, and did not in any way indicate the level of employment by district residents in the firms, or the impact of these wage increases on the local labor market. The Association, for its part, drew comparisons between starting teacher pay and that for other professions. The general data is discussed under criterion "c", supra. It is not weighed under criterion "f", because it is too general to be relied upon as an indication of conditions in the private sector in the District, or comparable communities. The specific data provided by the District about increases at Marathon Cheese and County Concrete Corp. is, as noted, anecdotal and of little predictive value when applied to collective bargaining.

Consideration of criterion "f" is inconclusive.

g. The average consumer prices for goods and services, commonly known as the cost-of-living.

The cost of living increase for 1987-88 was 2.8% under the non-metro index. The small metro index set the increase in CPI at 4.0%. Through November of 1988, the 1988-89 school year increase was averaging 3.2% and 3.8% for these indexes.

The Association argues, and the undersigned agrees, that the impact that increases in the CPI should have in arriving at an overall decision on salaries is best reflected by settlements in comparable districts. This is not, as is sometimes argued, because arbitrators ignore criterion "g" or fail to give it significance in rendering awards. The CPI is a constant across districts, and the weight it receives from other negotiators in similar communities should receive deference from arbitrators. In this instance, there is little reliable evidence of how bargainers in comparable districts have treated increases in CPI. Both offers increase wages at a rate in excess of the boost in cost of living, with the District's offer more closely reflecting

the inflation rate. On this basis, the final offer of the District is preferred under criterion "g".

h. The overall compensation presently received by the municipal employes, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity of employment, and all other benefits received.

The Board asserts that its teachers receive superior overall compensation when measured against its comparables. While this may be true when the measurements are made only against the athletic conferences, the data presented for the primary comparables does not show a dramatic difference between Marathon City and the Marathon Comparability Group. If anything, the fringe benefit cost of the District was below the average for its primary comparables in 1987-88 both in absolute terms, and as a percentage of salary.

Consideration of criterion "h" is inconclusive.

i. Changes in any of the foregoing during the pendency of the arbitration proceedings.

No argument was presented under this criterion.

j. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact finding, arbitration or otherwise between the parties in the public service or in private employment.

The Association argues that acceptance of the District's offer would damage the prospects for peaceful labor relations, because it would encourage the decay of the relative position of teachers evidenced over recent years, and reward the District for being part of an isolated pocket of resistance to settlement within the state.

There are two parties to this dispute, and the Association's attempt to blame the District for the impasse ignores its own firm position. The parties have the right to disagree in bargaining and proceed to arbitration. The process is not unknown in this relationship, as the instant case is the fourth arbitration between the District and the Association. As for any substantive

effect of an award in favor of one party or another, that will result from consideration of the statutory criteria, and not as a reward for some tactic employed in bargaining.

Consideration of criterion "j" is inconclusive.

k. Conclusion on Salary Schedule

The offer of the Association is supported by consideration of settlements between other school districts and teachers. The conclusion under criterion "d" in this proceeding is far less compelling than in the normal arbitration case, because the basis for the comparisons is the set of tertiary comparables. These settlements would not generally have controlling force in negotiations, and they do not have controlling force in this arbitration. The final offer of the District is favored by the interests of the public, given the likely effect of the drought on the public's expectations for a contract. While this is not the rural district portrayed by the Board, it is influenced by the agricultural economy, and the events of last summer merit consideration in this proceeding. The cost of living also favors adoption of the District's offer.

Neither party enjoys a decisive advantage under any one criterion. On balance, however, the undersigned is satisfied that the final salary offer of Board is more consistent with the statutory criteria as a whole, and should be adopted in this proceeding.

3. Disability Insurance

The test for whether a change in the status quo is justified is well established. The party proposing the change bears the burden of proving that there is some need for the change, and that either some quid pro quo has been offered to the employer, or that the employer has made the change for other employee groups in the past without demanding any quid pro quo.

The question of need is easier to establish in cases of language demands than where the issue concerns a new benefit. The Association here has articulated a reasonable concern over the lack of protection for disabled employees, even though it did not produce an injured employee at the hearing. What it did produce was evidence that the availability of the LTD benefit is absolutely uniform among area schools. The fact that the benefit is offered by every other employer raises a presumption in favor of its appro-

priateness for this district.[6] The District is free to rebut this presumption, by showing that, for example, these employees somehow occupy a distinctly different position than their counterparts in other districts, or by showing that the extension of the benefit to these employees would have serious implications for its overall labor relations policies.[7] There is no such evidence in this case. The LTD is a valuable but common benefit, clearly applicable to this group of employees.

The Association's difficulty on this issue comes in the area of an offsetting quid pro quo. Typically, negotiations will be characterized by exchange, and a new benefit will not be granted without some consideration in return. While arbitration is often an awkward reflection of bargaining, it does attempt to incorporate the basic principles. In this case, there is no suggestion of a concession to the district in the Association's offer. It may be that some consideration was given to the relatively modest cost of the benefit in crafting the wage demands of the Association. The record does not reflect this fact, however, and in the absence of some proof, the undersigned declines the opportunity to speculate.

The demand for LTD insurance is justified by its wide availability in other districts. Notwithstanding this justification, the lack of any offsetting concession for the demand results in the status quo position of the District being favored in this proceeding.

V. Conclusion

The Final Offer of the District is favored on both of the substantive issues in dispute. The District's salary offer, while somewhat at odds with other teacher settlements, is supported by the interests of the public and the cost of living. The Association's demand for LTD insurance is reasonable in light of the benefits enjoyed by other teachers, but carries with it no quid pro quo, a necessary element in any effort to change the status quo.

On the basis of the foregoing, and the record as a whole, the undersigned makes the following

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[6] See discussion in Cudahy Schools, Dec. No. 25125-B, (6/21/88) at pps. 22-23.

[7] See Northeast Wisconsin VTAE District, Dec. No. 25689-B (5/28/89)

AWARD

THE 1988-90 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE PARTIES SHALL CONSIST OF THE PREDECESSOR AGREEMENT, AS MODIFIED BY THE STIPULATIONS REACHED IN BARGAINING, AND THE FINAL OFFER OF THE MARATHON CITY SCHOOL DISTRICT.

Signed and dated at Racine, Wisconsin, this 19th day of June, 1988:

_____

Daniel Nielsen, Arbitrator

APPENDIX "A"

FINAL OFFER

OF THE

MARATHON SCHOOL DISTRICT

DECEMBER 2, 1988

This offer of the Marathon School District shall include the previous agreement with the Marathon Teachers Association, the tentative agreements between the parties and any attached modifications.

This offer shall be effective as of August 1, 1988, and shall be binding upon the School District of Marathon and the Marathon Teachers Association through July 31, 1990.

Steven H. Swenson

For the Marathon School District

FINAL OFFER
of the
MARATHON SCHOOL DISTRICT
DECEMBER 2, 1988

1. SECTION I - 1988-1990 Salary Schedule

Change the second paragraph to read: "The salary for a Bachelor's degree teacher is calculated on a base of $17,698 in 1988-89 and $18,510 in 1989-90 with yearly increments of 4.5% of the Bachelor's base for thirteen or fourteen steps, whichever is applicable."

1988-89 and 1989-90 Salary Schedules - SEE ATTACHED.

2. All other contract terms - Status Quo.

12/2/88

MARATHON 1988-89 SALARY SCHEDULE

STEP	EXPER.	B	B+6	B+12	B+18	B+24	M	M+6	M+12
1	0	17698	18048	18398	18748	19098	19448	19798	20148
2	1	18494	18844	19194	19544	19894	20244	20594	20944
3	2	19291	19641	19991	20341	20691	21041	21391	21741
4	3	20087	20437	20787	21137	21487	21837	22187	22537
5	4	20884	21234	21584	21934	22284	22634	22984	23334
6	5	21680	22030	22380	22730	23080	23430	23780	24130
7	6	22476	22826	23176	23526	23876	24226	24576	24926
8	7	23273	23623	23973	24323	24673	25023	25373	25723
9	8	24069	24419	24769	25119	25469	25819	26169	26519
10	9	24866	25216	25566	25916	26266	26616	26966	27316
11	10	25662	26012	26362	26712	27062	27412	27762	28112
12	11	26459	26809	27159	27509	27859	28209	28559	28909
13	12	27255	27605	27955	28305	28655	29005	29355	29705
14	13						29801	30151	30501

@ 12/2/88

MARATHON 1989-90 SALARY SCHEDULE

STEP	EXPER.	B	B+6	B+12	B+18	B+24	M	M+6	M+12
1	0	18510	18860	19210	19560	19910	20260	20610	20960
2	1	19343	19693	20043	20393	20743	21093	21443	21793
3	2	20176	20526	20876	21226	21576	21926	22276	22626
4	3	21009	21359	21709	22059	22409	22759	23109	23459
5	4	21842	22192	22542	22892	23242	23592	23942	24292
6	5	22675	23025	23375	23725	24075	24425	24775	25125
7	6	23508	23858	24208	24558	24908	25258	25608	25958
8	7	24341	24691	25041	25391	25741	26091	26441	26791
9	8	25174	25524	25874	26224	26574	26924	27274	27624
10	9	26007	26357	26707	27057	27407	27757	28107	28457
11	10	26840	27190	27540	27890	28240	28590	28940	29290
12	11	27672	28022	28372	28722	29072	29422	29772	30122
13	12	28505	28855	29205	29555	29905	30255	30605	30955
14	13						31088	31438	31788

@ 12/2/88

APPENDIX "B"

MARATHON TEACHERS' ASSOCIATION FINAL OFFER

1. **Revise Duration Section as follows:**

   This agreement shall be effective as of August 1, 1988, and shall be binding upon the School District of Marathon and the Marathon Teachers' Association through July 31, 1990.

2. **Revise Section I - 1988-1990 Salary Schedule as follows:**

   The salary for a Bachelor's degree teacher is calculated on a base of $17,900 in 1988-1989 and $18,902 in 1989-1990 with yearly increments of 4.5% of the Bachelor's base for thirteen or fourteen steps, whichever is applicable.

3. **Add the following Item to Section V:**

   Item 19 (Disability Insurance)

   The Board shall pay the full disability insurance premium for each faculty member. The insurance coverage shall be the WEAIC - 90% Plan - 60 day waiting period and COLA to age 65. This plan shall be implemented within thirty days after the arbitrator's award or as soon as practical thereafter.

4. **Salary Schedules** - per attachment.

10/25/88

MARATHON TEACHERS' ASSOCIATION FINAL OFFER (CONT'D.)

5. All other contract terms -- Status quo.

11/8/88

SALARY SCHEDULE FOR 1988-89:

STEP	EXPER	B	B+6	B+12	B+18	B+24	M	M+6	M+12
1	0	17900	18270	18640	19010	19380	19750	20120	20490
2	1	18706	19076	19446	19816	20186	20556	20926	21296
3	2	19512	19882	20252	20622	20992	21362	21732	22102
4	3	20318	20688	21058	21428	21798	22168	22538	22908
5	4	21124	21494	21864	22234	22604	22974	23344	23714
6	5	21930	22300	22670	23040	23410	23780	24150	24520
7	6	22736	23106	23476	23846	24216	24586	24956	25326
8	7	23542	23912	24282	24652	25022	25392	25762	26132
9	8	24348	24718	25088	25458	25828	26198	26568	26938
10	9	25154	25524	25894	26264	26634	27004	27374	27744
11	10	25960	26330	26700	27070	27440	27810	28180	28550
12	11	26766	27136	27506	27876	28246	28616	28986	29356
13	12	27572	27942	28312	28682	29052	29422	29792	30162
14	13						30228	30598	30968

SALARY SCHEDULE FOR 1989-90:

STEP	EXPER	B	B+6	B+12	B+18	B+24	M	M+6	M+12
1	0	18902	19292	19682	20072	20462	20852	21242	21632
2	1	19753	20143	20533	20923	21313	21703	22093	22483
3	2	20604	20994	21384	21774	22164	22554	22944	23334
4	3	21455	21845	22235	22625	23015	23405	23795	24185
5	4	22306	22696	23086	23476	23866	24256	24646	25036
6	5	23157	23547	23937	24327	24717	25107	25497	25887
7	6	24008	24398	24788	25178	25568	25958	26348	26738
8	7	24859	25249	25639	26029	26419	26809	27199	27589
9	8	25710	26100	26490	26880	27270	27660	28050	28440
10	9	26561	26951	27341	27731	28121	28511	28901	29291
11	10	27412	27802	28192	28582	28972	29362	29752	30142
12	11	28263	28653	29043	29433	29823	30213	30603	30993
13	12	29114	29504	29894	30284	30674	31064	31454	31844
14	13						31915	32305	32695

10/25/89