

BEFORE THE ARBITRATOR

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 In the Matter of the Arbitration :
 of a Dispute Between :
 :
 LOCAL 2698, AFSCME, AFL-CIO : Case 130
 : No. 48469
 and : MA-7608
 :
 COLUMBIA COUNTY :
 :

Appearances:

Mr. David White, Staff Representative, Wisconsin Council 40, AFSCME,
 AFL-CIO, appearing on behalf of the Union.
Mr. Donald Peterson, Corporation Counsel, Columbia County, appearing on behalf

ARBITRATION AWARD

The Union and the County named above jointly requested that the Wisconsin Employment Relations Commission appoint the undersigned to hear a grievance involving the use of unit assistants at the Columbia County Manor and to issue an expedited Award in the matter. After a hearing in Wyocena on February 18, 1993, where the parties presented their evidence and oral arguments, the undersigned arbitrator has concluded that the grievance is to be sustained.

The classification of unit assistant was created to address problems of the lack of certified nursing assistants, the need to reduce costs, and to separate duties of nursing assistants which were not related to patient care. The parties then agreed to add the following language to their 1991-93 collective bargaining agreement:

14.04 Unit Assistants will not displace Nursing Assistants. Nursing Assistants will be offered additional hours before employees from other classifications or departments are offered such work.

Before the unit assistants came on board, the facility used 19 nursing assistants on P.M.'s (second shifts) when fully staffed. However, the facility is currently using 18 nursing assistants on P.M.'s. The Union contends that one nursing assistant position has been lost due to hiring unit assistants.

The County notes that it has several shortages and cannot fill the positions of nursing assistants for P.M.'s and nights (3rd shifts), and that the unit assistants help take up the slack. The County tried to address its shortages of certified personnel by having unit assistants take up some of the non-patient care duties performed by nursing assistants. The County admits that the facility no longer needs to fill up to 19 nursing assistant positions on P.M.'s, due to the use of unit assistants.

This is contrary to the language of Section 14.04. Unit assistants have in fact displaced one nursing assistant on P.M. shifts, where the County can now get by with 18 nursing assistants instead of 19 due to the help of unit assistants. The intent of the language was to retain nursing assistants and allow them to perform more patient care, by performing fewer non-patient care duties such as making beds, cleaning, transporting laundry, etc.

The Arbitrator will not order the County to hire up to 19 nursing assistants for P.M.'s, since the County already has several openings which it cannot fill. However, the Arbitrator will order the County to comply with the language of Section 14.04, and the County may not use unit assistants to

displace nursing assistants under the current language of Section 14.04. If the County hires outside or contract help to replace its shortages, it should hire enough to fill the 19 slots it once had for nursing assistants on P.M.'s.

This Award should not be read to state that the County is required to maintain any specific number of positions on any given shift; rather, it simply states that where the County has displaced one nursing assistant on P.M.'s with unit assistants, it must restore that work under the terms of Section 14.04.

AWARD

The grievance is sustained. The County is ordered to comply with the terms of Section 14.04 of the 1991-93 collective bargaining agreement as noted above.

Dated at Elkhorn, Wisconsin, this 3rd day of March, 1993.

By _____
Karen J. Mawhinney, Arbitrator

