BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between	
SAUK COUNTY HEALTH CARE CENTER EMPLOYEES LOCAL 3148, WCCME, AFSCME, AFL-CIO	Case 112 No. 50192 MA-8181
and	
SAUK COUNTY (HEALTH CARE CENTER)	

Appearances:
Mr. David White, Staff Representative, on behalf of the Union.
Mr. Todd J. Liebman, Corporation Counsel, on behalf of the County.

ARBITRATION AWARD

Pursuant to a request by Sauk County Health Care Center Employees Local 3148, WCCME, AFSCME, AFL-CIO, herein the Union, and the subsequent concurrence by Sauk County, herein the County, the undersigned was appointed Arbitrator by the Wisconsin Employment Relations Commission pursuant to the procedure contained in the grievance-arbitration provisions of the parties' collective bargaining agreement, to hear and decide a dispute as specified below. A hearing was conducted by the undersigned on June 7, 1994 at Baraboo, Wisconsin. The hearing was transcribed. The parties completed their briefing schedule on August 8, 1994.

After considering the entire record, I issue the following decision and Award.

ISSUES:

The parties stipulated to the following issues:

1. Did the County have just cause to discharge the grievant on August 10, 1993?

2. If not, what is the appropriate remedy?

BACKGROUND:

On April 26, 1993, Sharon A. Radke, hereinafter grievant, was struck in the lower back by a patient while performing her duties as a Certified Nursing Assistant (CNA) at the Sauk County Health Care Center. She reported the injury to her supervisor.

On April 27, 1993, the grievant submitted a "Physician Report on Injured Employee" to the County stating that she would be off work for two days. The Report indicated that the grievant had sustained an "acute traumatic lumbar strain/sprain with associated lumbalgia." The Report also indicated that the grievant could not perform her regular work, nor could she perform "light duty."

A Report dated April 28, 1993, indicated the grievant could work full time, but gave no specific information regarding her ability or inability to do her regular work, to do light duty or how long her "disability" would last. The Report also noted the grievant could occasionally lift up to ten pounds and would be able to bend and squat on an occasional basis.

A Report dated April 30, 1993, found the grievant fit for light duty.

However, several Reports in early May, 1993, found the grievant unfit for light duty. Thereafter, a Report dated May 10, 1993, found the grievant could resume light duty work. Said Report also indicated the grievant could "frequently" lift up to twenty-five pounds and estimated a one-week restriction on light duty before returning to full duty.

The grievant worked light duty on May 10, 1993. The County offered evidence that it prepared a light duty program for the grievant which included duties such as feeding patients, passing bath, water and other vitals to patients, replacing patients' winter clothing with summer clothes, dusting of rooms and sedentary analysis. The grievant testified that she was only directed to do the replacement of seasonal clothes, dusting and cleaning of rooms and some feeding of patients.

The grievant was reminded at least twice by her supervisor not to exceed the light duty program although the grievant testified that she was performing the work she understood she was to do.

At no time did the grievant report any strain or injury to her supervisor during her shift on May 10, 1993. She did, however, mention aggravating her back injury to several other employes.

The following day the grievant submitted a Report indicating she was again unfit for light duty. Thereafter, the grievant continued to submit Reports on a regular basis to the County as noted below. Except in one instance, all the Reports indicated the grievant was unable to perform her regular or light duty work.

The grievant brought the aforesaid Reports to Judy Horkan, a personnel clerk for the Health Care Center. The two often took the opportunity to discuss the grievant's condition and other matters. On one such occasion, the grievant expressed her fear of returning to work if she had to work with the patient who injured her, a woman named Jamie. Horkan advised the grievant to "put that in writing and request a unit change."

In July, during the grievant's leave, the personnel office at the Health Care Center asked the grievant what it would take to get her to come back to work. The grievant responded by telephone, and subsequently submitted a slip dated July 23, 1993, stating in essence that she would agree to come back to work if she would not have to take care of the patient who struck her.

In late July, or early August, 1993, the County became aware that the grievant was working as a CNA at the Zimmerman Nursing Home while on Worker's Compensation leave of absence. The County advised its Worker's Compensation insurance carrier of this fact. The insurance company wrote a letter dated August 6, 1993 to Dr. Chrabaszcz, advising him that the grievant had been working at the Home as a CNA while off work from the same position with the County, asking him if he was aware of this, and asking for his comment on how she could work at the Home but not be able to work at the Health Care Center.

On this same date, the insurance company also wrote a letter to the Zimmerman Nursing Home, asking for information about her duties, any back complaints the grievant may have made, her hours and rate of pay.

Also on August 6, 1993, the insurance company sent a letter to the grievant advising her that her Worker's Compensation benefits were being suspended while this matter was being investigated.

Thereafter, the County Personnel Director reviewed the grievant's personnel file which revealed several past Worker's Compensation claims with

the same or similar injuries to the back and legs as well as performance evaluations which indicated the grievant was an "average to below average" employe.

By letter dated August 10, 1993, the County terminated the grievant, stating in relevant part the following:

> Due to the injury you received on April 26, 1993, you have been unable to perform your CNA duties here at the Sauk County Health Care Center. We have tried to communicate to you on several occasions the importance and need for you to return to work. So far our efforts have been unsuccessful.
>
> It is with regret that we find it necessary to terminate your employment with us effective August 10, 1993.

The grievant worked at the Zimmerman Nursing Home the entire time that she was off work from the Health Care Center, though not on the day she was initially injured. Zimmerman Nursing Home is licensed by the state as an intermediate care facility, level 1, providing care for patients with long-term illnesses and disabilities which have reached a relatively stable plateau. The Home has 12 beds, with 10 beds normally filled. The grievant works the night shift, from 11:00 p.m. to 7:00 a.m. There are no other employes working that shift. Her duties include checking on residents every two hours, assisting them with toileting during the night and changing them if they are incontinent. In the morning, she assists them with bathing and dressing and getting them from bed to chair. She lifts up to but never any more than 25 pounds in this position. She lifts 25 pounds "once a shift." The lifting restriction for employes on light duty at the Health Care Center is 25 pounds.

The residents of the Zimmerman Nursing Home require a moderate amount of assistance. About one-third are able to toilet themselves. Three are incontinent. These individuals require changing in the night. This does not involve lifting, but rather rolling. The remainder require assistance getting on the bedside commode. This is "standby assistance," which means that the employe is to "give them an arm to support them." The grievant works basically alone while performing these duties with occasional help from Mrs. Zimmerman.

The grievant worked for thirteen years as a CNA for the County. She has received some minor discipline in the past for poor work performance or tardiness.

Several other Health Care Center employes have been off work for extended periods of time without being terminated. Dave Potuznik was off work for 15 months or more due to an off-duty injury and is still an employe of the Center. Several other employes, Bonnie Coy, Maggie Maggard and Lorraine Mueller, have been off work on Workers's Compensation leaves of absence for periods ranging from six months to over a year, without being terminated by the County. The County has never terminated an employe on Worker's Compensation leave.

PERTINENT CONTRACTUAL PROVISIONS:

ARTICLE II - MANAGEMENT RIGHTS

2.01 The Employer possesses the sole right to manage and operate its affairs in all respects and retains all such rights it possessed prior to this Agreement which are not expressly modified

or superseded by this Agreement. Such rights of the Employer to manage its affairs shall be liberally construed and modified only by the express language of this Agreement. Those management rights include, but are not in any way intended to be limited by, the following:

. . .

C) To hire, transfer and promote, and to demote, discipline, and discharge employees for just cause;

D) To make, modify and enforce reasonable rules or regulations and standards of performance applicable to the work force;

. . .

H) To relieve employees from their duties because of lack of work or any other sound and legitimate business reasons;

. . .

ARTICLE XXIII - WORKER'S COMPENSATION

23.01 Worker's Compensation. In the event that an employee covered by this Agreement is injured while at work and as a consequence of said injury receives worker's compensation disability pay, said employee, commencing with the first day of absence, shall be allowed to convert as much previously accumulated sick leave, vacation or holiday pay as when added to Worker's Compensation will result in a payment of full salary or wage.

If certified as appropriate by the treating physician, employees may, at the sole discretion of the Employer, be offered an opportunity to return to work on light duty status at sixty-percent (60%) of their current rate of pay for a maximum of thirty (30) calendar days; provided the Employer may extend such status an additional thirty (30) calendar days with the physician's recommendation and provided that temporary partial disability payments continue to be available to the employee.

This provision will not operate so as to reduce the hours of current employees nor will it operate to treat in a disparate fashion, unrelated to medical concerns, in the selection of employees for light duty service or the extension of light duty service beyond thirty days.

PERTINENT COUNTY PERSONNEL POLICY:

LIGHT DUTY PROGRAM

> The Center has available to employees, who incur a work related injury, a light duty program whereby the employee can remain productively employed. The program must be certified as appropriate by the employee's attending physician. The program is for a period of up to 30 days with an additional 30 days upon the physician's recommendation. This program may be offered at the sole discretion of the employer.

UNION'S POSITION:

The Union initially argues that the charges against the grievant are limited to those specified in the discharge letter; and, consequently, the charges relating to the grievant's employment at the Zimmerman Nursing Home are not relevant to the instant dispute because they were not included in the notice of discharge.

The Union also raises several other procedural objections to the County's action: one, the County over-reacted to the matters relating to the suspension of Worker's Compensation payments and improperly took this into consideration when terminating the grievant; two, the County failed to conduct a fair investigation prior to discharging the grievant because it never contacted the grievant to ask for her side of the story; and, three, the County did not put the grievant on notice that her continued absence from work was jeopardizing her job.

With respect to the merits of the case, the Union maintains that the charges against the grievant in the letter of discharge are false. In this regard, the Union claims "the implication of the notice of discharge is that the grievant was non-compliant with reasonable requests by the Employer for information about her condition." However, "the Employer made no attempts to communicate any dissatisfaction with the grievant's medical progress." In fact, according to the Union, "there was no reason why the County should have been dissatisfied with the grievant's medical progress" since the grievant was off work for a shorter period of time (a little more than three months) than other employes off work due to Worker's Compensation injuries. In addition, the Union points out, the grievant made every effort to keep the County informed of her progress by personally delivering the "Physician Report on Injured Employee" forms to the Personnel Clerk on a regular basis.

The Union also rejects as not supported by the record the County's allegations that the grievant was malingering, that she was "physician hopping," and that she was trying to dictate the terms of her return to work.

Finally, the Union argues the County's assertions regarding light duty are inaccurate. In support thereof, the Union claims that pursuant to the contract it was the County's responsibility not the grievant's to initiate a light duty program, that the grievant began a light duty program almost immediately after she had her lifting restriction raised to 25 pounds which was consistent with the longstanding policy of the Health Care Center that light duty was available only when an injured employe could lift at least 25 pounds; and that the grievant performed light duty as directed on May 10, 1993, reinjured herself and remained off work thereafter without any effort by the County to communicate with her about returning to work.

For a remedy, the Union requests that the Arbitrator sustain the grievance, find that the County lacked just cause to terminate the grievant and make the grievant whole by paying her lost wages and benefits for the time she was denied employment, yet was physically able to perform her work. According to the Union, this date coincides with the April 1994 date that Dr. Rosenthal raised the grievant's lifting restriction to 50 pounds.

County's Position:

The County initially argues contract language supports its decision to discharge the grievant. In this regard the County maintains that it appropriately exercised its rights under Article II, Section 2.01 H) to relieve the grievant of her job where she refused to come back to work on light duty and chose other employment over that of the County. The County also maintains the discharge satisfied the "just cause" standard under Section 2.01 C).

The County argues with respect to the cause standard that it was justified in discharging the grievant because the grievant was working a substantially similar position at another facility while on Worker's Compensation leave, the grievant's Worker's Compensation benefits were suspended, and the grievant indicated she would return to work provided the County assigned her duties she deemed acceptable. The County also argues that discharge was justified because of the grievant's prior marginal performance, because of the grievant's prior
propensity for work-related injuries, because of an excessive number of Worker's Compensation claims in the past, because of inconsistent physician reports and because of confusing circumstances involving her injury on May 10th, i.e., the grievant never returned to work after her light duty shift on May 10, 1993 "and while she claims she strained herself during that shift, she never reported any injury during or after the course of her work" on that date. In conclusion, the County maintains it has sustained its burden of proof (a preponderance of the evidence) that the totality of the circumstances noted above supports discharge of the grievant.

The County reminds the Arbitrator that his "authority is limited to resolving questions of contractual rights, and an award is legitimate only so long as it draws its essence from the collective bargaining agreement."

The County requests that the Arbitrator uphold its decision and deny the grievance.

Discussion:

At issue is whether there is just cause to discharge the grievant.

Article II of the collective bargaining agreement provides that the County may "discharge employees for just cause." The County maintains that it had just cause to terminate the grievant while the Union takes the opposite position.

There are two basic and fundamental questions in any case involving just cause. 1/ One is whether the employe is guilty of the actions complained of. In addition, it should be noted that the Employer has the duty of so proving by a clear and satisfactory preponderance of the evidence. 2/ The second arises

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1/ The contract does not define what is meant by the term "just cause." Nor does bargaining history or past practice shed light on its meaning. The parties in their briefs share various tests or standards they would have the Arbitrator apply for deciding the just cause of the grievant's discharge herein. Since it is clear that the parties do not share an understanding on the use of a standard, the Arbitrator will apply his own test.

2/ Arbitrators differ as to the appropriate standard to be applied. Some have concluded that a "preponderance of evidence" is sufficient, while others have adopted the more stringent "clear and convincing" or "beyond

if the answer to the first question is affirmative. If guilty, the next basic question is whether the punishment fits the crime.

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a reasonable doubt" standard depending on the nature of the case. The Arbitrator finds no basis in the record to deviate from the "preponderance of evidence" standard suggested by the County in making his determination regarding the allegations.

Applying the above standard to the instant case, the Arbitrator first turns his attention to the question of whether the grievant was guilty of the conduct complained of. In this regard, the County argues the Arbitrator must look at the totality of the circumstances while the Union maintains the Arbitrator is limited to reviewing the charges against the grievant contained in the letter of discharge.

Assuming arguendo that the Arbitrator is limited to reviewing only the charges against the grievant contained in the discharge letter, the Arbitrator turns his attention to said letter. The letter provides, contrary to the Union's assertion, two grounds for discharge: inability to perform her CNA duties at the Health Care Center and inability to communicate with her regarding the necessity of returning to work.

The record is clear that the grievant, with one exception, was "unable to perform" her CNA duties at the Health Care Center during the time in question in the sense that the grievant did not receive medical clearance to perform her regular duties at the Center at any time material herein; that she did not in fact perform her regular duties at the Center during this period; and that she only performed light duty once at the Center prior to her discharge.

The County is upset that the grievant was performing CNA duties at the Zimmerman Nursing Home while on Worker's Compensation leave. The County correctly raises a question as to why the grievant was able to work as a CNA for another employer while not able to perform the same job for the County. Assuming arguendo that the County has raised this charge in a timely manner (having failed to raise it at the time of discharge) and that it is related to the first charge contained in the discharge letter, it still must fail. In this regard, the Arbitrator notes that while there are many similarities between the two jobs there are also major differences. 3/ The County simply has not sustained its burden of proving that because the grievant was able to work at the Home she could also work at the Health Care Center.

Likewise, the Arbitrator rejects the County's claim that the grievant was "malingering." There is no dispute that the grievant was injured on April 26, 1993. Nor does the record support a finding that she was able to return to her regular position at any time material herein. The one time the County offered the grievant light duty pursuant to its contractual right to initiate same the grievant immediately worked those duties only to reinjure herself. The County never offered the grievant light duty again. (In the past, the grievant was also always eager to get back to work when she was off due to injury.) 4/

The County also claims that the grievant was attempting to dictate the terms of her return to work. It is true that the grievant was fearful of returning to work in the same "house" where she would come into regular contact with the resident who injured her. 5/ It is also true that the grievant testified that she would have disregarded her doctor's instruction and returned

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3/ Regarding these differences, the grievant testified, unrebutted by the County, that the level of activity at the Zimmerman Nursing Home was quite low compared to the Health Care Center -- "I just, you know, watch the people more or less." Tr. at 105. See also Tr. at 127-129, 133. Also, there wasn't the heavy lifting which occurred at the Health Care Center. Tr. at 110.

4/ Tr. at 61.

5/ Tr. at 62.

to work had the County offered her a different house. 6/ However, it was the County's representative Judy Horkan who advised the grievant to request a house change. 7/ In addition, the record does not support a finding that the grievant was avoiding her job due to her fear of working with said resident.

With respect to the second allegation in the discharge letter -- that the County attempted to communicate with the grievant "on several occasions the importance and need for you to return to work. So far our efforts have been unsuccessful" -- the Arbitrator finds no basis in the record to support this claim. In this regard, the Arbitrator points out that there were no written communications from the County to the grievant to this effect. In addition, the grievant submitted Reports to the County on a regular basis concerning the status of her injury. At these times, there may have been some "chitchat" 8/ about her condition and she was asked "if there was any chance she would be able to come back soon." 9/ However, since "Sharon had been injured on other occasions," and "was not an employe who took any length of time off; she always wanted to get back to work," 10/ the County apparently did not press the matter.

Having determined that there is some basis for disciplining the grievant (she was unable to work as a CNA at the Health Care Center for an extended period of time) although not as much as claimed by the County, the Arbitrator next turns his attention to the question of the appropriateness of the discipline. In this context, the Arbitrator will address the other issues raised by the parties.

The County argues that it is appropriate to discharge an employe where the employer is presented with inconsistent physician reports and confusing circumstances as well as excessive absenteeism in the past citing Pacific Telephone and Telegraph Co., 81 LA 259 (Connors, 1983) in support thereof. However, that case is distinguishable from the instant dispute. In Pacific Telephone the Arbitrator upheld the discharge of an employe who cited a babysitter problem as the initial reason for her absence from work that she claimed was due to illness, and who failed to report for work even after her doctor had certified her as being able to return to work or to keep an appointment for medical examination by the company's physicians. In the instant case, there is no confusion over why the grievant was off work in the first place -- due to an injury to the lower back caused by a resident of the Health Care Center. In addition, the grievant herein reported to work for light duty as soon as she was certified as being able to so work. The grievant was never certified as being able to perform her regular duties at any time material herein. Finally, the County never requested that the grievant be seen by a physician of its own choosing to determine if she was able to return to work.

It is true that some of the grievant's physician reports are confusing as alleged by the County. However, they are fairly clear on one point -- that she

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6/ Tr. at 136.

7/ Tr. at 62.

8/ Tr. at 61.

9/ Tr. at 62.

10/ Tr. at 61.

was unable to return to her regular CNA position. And while it is true as claimed by the County that she was off work in the past due to work-related injuries the record does not support a finding that these absences were "excessive," or that she made "excessive" Worker's Compensation claims.

The County also argues that the discharge was justified because the grievant's Worker's Compensation benefits were suspended at the time of her discharge. However, as pointed out by the Union, said payments were suspended, not terminated. The insurance company later resumed making Worker's Compensation payments, until the grievant's benefits ran out in February, 1994. 11/ Therefore, the Arbitrator rejects this as an appropriate basis for discharge.

The County further argues that the discharge was justified because of the grievant's prior poor work record. The grievant was basically an average or below average employe with some minor discipline during her 13 year period of employment with the County. This, in the Arbitrator's opinion, is not enough to warrant discharge under the circumstances. On the other hand, there is nothing in the grievant's work record which would mitigate against any discipline imposed by the County.

Finally, the County suggests that the grievant acted improperly by failing to report her injury on May 10th. However, the grievant's supervisor had left by the time the grievant's strain began bothering her. 12/ She did mention it to several co-workers, 13/ as well as Judy Horkan. 14/ Also, she remained in regular contact with the County's representatives. If this omission was a problem, the County could have raised the issue at any of these conferences but did not. Therefore, the Arbitrator also rejects this argument of the County.

The Union argues, on the other hand, that the County failed to conduct a fair investigation because it never contacted the grievant to ask for her side of the story prior to termination. The Union maintains this is particularly true with respect to the Zimmerman Nursing Home issue. The record supports a finding for the Union on this claim. In this regard, the Arbitrator points out that although the County was concerned about how the grievant could be working at the Home as a CNA, but not at the Health Care Center, 15/ it never asked the grievant about this. This, despite the fact that a representative of the County spoke with Mrs. Zimmerman and visited the Home as part of its investigation leading up to the discharge of the grievant. 16/

The importance of giving the grievant a meaningful opportunity to tell his or her side of the story before discipline is imposed was discussed by Christine D. VerPloeg in a presentation to the National Academy of Arbitrators entitled "Investigatory Due Process and Arbitration: Is there a common trend

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11/ Tr. at 119.

12/ Tr. at 114-115.

13/ Id.

14/ Tr. at 121.

15/ Tr. at 67.

16/ Tr. at 85-86.

in the Arbitral Community?" 17/ VerPloeg lists two reasons why this is important. One, "hearing the employee's side of the story may clear up misunderstandings and even exonerate the employee." 18/ Two, "requiring an employer to take this intermediate step before imposing discipline can give cooler heads an opportunity to slow down impulses and arbitrary decisions," 19/ and promote discussion as well as possible resolution of disputes. The Arbitrator agrees.

The Union also argues that the grievant was not put on notice that her continued absence from work was jeopardizing her job. The record is undisputed that the County failed to warn the grievant about the consequences of her conduct.

The requirement that an employe be given notice of the rules -- and what consequences are possible for violation of the rules -- is considered to be a fundamental component of just cause. As pointed out by the Union, "notice" is the first of the famous "seven tests" for just cause set forth by Arbitrator Carroll R. Daugherty in Enterprise Wire, 46 LA 359 (1966). According to Arbitrator Daugherty, the issue of notice is summarized in the following question:

> Did the Company give to the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee's conduct?

The requirement that employes be given notice of potential penalties is discussed by Adolph Koven and Susan Smith in their commentary on the "seven tests":

17/ Proceedings of the 45th Annual Meeting, National Academy of Arbitrators, ed. Gladys W. Gruenberg (Washington, D.C.: BNA Books, 1992).

18/ Supra at 236.

19/ Id.

> The requirement of notice, as arbitrators have generally understood it, means that the company must let employees know not only what kinds of conduct will lead to discipline, **but what sort of discipline is likely to result.** 20/ (emphasis provided)

The Union makes some additional arguments for mitigation. However, because the Arbitrator has found several serious procedural deficiencies in the method used by the County to terminate the grievant; namely, lack of proper investigation (the County failed to ask the grievant for her side of the story prior to termination) and no warning that the grievant was in danger of discharge prior to her termination, the Arbitrator finds it unnecessary to address those issues in resolving the instant dispute.

Based on all of the above, the Arbitrator finds that wile the County has some factual basis upon which to discipline the grievant, the County committed serious procedural errors in terminating her employment. Therefore, the Arbitrator finds it reasonable to conclude that the answer to the stipulated issue is NO, the County did not have just cause to discharge the grievant on August 10, 1993.

In reaching the above conclusion, the Arbitrator notes that there was no claim by the County of a lack of work under Section 2.01 H) as a basis for discharge. Nor were there any "legitimate business reasons" for discharging the grievant claimed by the County except "cause" which has been rejected by the Arbitrator as noted above. Consequently, the Arbitrator rejects the County's argument that he would be exceeding his authority if he ruled in favor of the grievant because said finding is based on the County's violation of Section 2.01 C) of the contract.

A question remains as to the appropriate remedy.

Remedy

This is a difficult question. The County has some basis to discipline the grievant -- inability/unavailability to perform her job 21/ and failure to notify the County that she was available for light duty 22/ -- but failed to

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20/ See Koven & Smith, Just Cause: The Seven Tests (San Francisco: Coloracre Publications, 1985).

21/ The Union argues other employes were off work for longer periods of time without being terminated. However, the grievant was working at a similar (CNA) job with a different employer while on leave, unlike the other employes.

22/ Tr. at 125-126. While there were major differences between the two jobs, there were enough similarities (Tr. at 85-86) to support a finding that the grievant should have been able to perform light duties at the Health Care Center. The Arbitrator is of the opinion that the grievant had an

follow basis elements of fairness in discharging the grievant. The Arbitrator is of the opinion that any remedy should take into consideration these factors. Therefore, in view of all of the foregoing, it is my

AWARD

1. That the grievance is sustained.

2. That the County shall immediately reinstate the grievant to her former position with all seniority and rights she had under the collective bargaining agreement at the time of her discharge.

3. That the County is not obligated to make the grievant whole for any wages and benefits lost because of the discharge.

4. The Arbitrator will retain jurisdiction over the application of the remedy portion of the Award for at lease sixty (60) days to address any issues over remedy that the parties are unable to resolve.

Dated at Madison, Wisconsin this 7th day of October, 1994.

By Dennis P. McGilligan /s/
Dennis P. McGilligan, Arbitrator

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obligation to communicate this to the County in order for the County to be in a position to offer her light duty.