

BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between

**FEDERATION OF NURSES AND HEALTH
PROFESSIONALS, LOCAL 5001, AFT, AFL-CIO**

and

ST. FRANCIS HOSPITAL

Case 27
No. 56158
A-5650

Case 29
No. 56160
A-5652

Case 28
No. 56159
A-5651

Appearances:

Shneidman, Myers, Dowling, Blumenfield, Ehlke, Hawks & Domer, S.C., by **Mr. Jeffrey P. Sweetland**, on behalf of the Union.

Michael, Best & Friedrich, by **Mr. Jonathan Levine**, on behalf of the Employer.

ARBITRATION AWARD

The above-captioned parties, herein "Union" and "Employer", are signatories to several collective bargaining agreements providing for final and binding arbitration. Pursuant thereto, hearing was held in Milwaukee, Wisconsin, on May 12, 1998. Both parties there agreed to consolidate several grievances in these matters and for me to issue a "bench" Award, which I did at the time.

It therefore is my

AWARD

1. That the Union and Employer have good faith beliefs relating to the merits of the three grievances filed by their Union relating to 6 Center. Those beliefs are honestly and strongly maintained, as they involve the very core of the nurse/patient and hospital/patient relationships.

2. Based on the discussions I had with the parties on May 12, 1998, there was no showing that the Employer has failed to provide the appropriate level of care and competency to any patients. While the Union disputes this finding, I am satisfied that the parties at this point in time should look forward to resolving any current or future patient care issues in the appropriate contractual forums, including unit staff meetings.

3. That this award is on a non-precedential basis. It cannot be used in any other legal, administrative, arbitration or court proceeding. This ban also covers any proceedings before the National Labor Relations Board.

Dated at Madison, Wisconsin this 18th day of June, 1998.

Amedeo Greco /s/
Amedeo Greco, Arbitrator

