

BEFORE THE ARBITRATOR

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In the Matter of the Arbitration of a Dispute Between

**AMERICAN NATIONAL RED CROSS  
(BADGER-HAWKEYE REGION)**

and

**CLARA BARTON BRIGADE, LOCAL 1205, AFSCME, AFL-CIO**

Case 32  
No. 56734  
A-5708

(Collection Clerk Grievance)

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Appearances:

Clark & Hill, PLC, by **Attorney Fred W. Batten**, 500 Woodward Avenue, Suite 3500, Detroit, Michigan 48226-3435, appearing on behalf of the American National Red Cross.

**Mr. Laurence Rodenstein**, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CIO, 8033 Excelsior Drive, Suite B, Madison, Wisconsin 53717-1903, appearing on behalf of Local Union 1205.

**ARBITRATION AWARD**

American National Red Cross (hereinafter referred to as the Employer) and the Clara Barton Brigade, Local 1205, AFSCME, AFL-CIO (hereinafter referred to as the Union) requested that the Wisconsin Employment Relations Commission designate Daniel Nielsen, a member of its staff, to serve as arbitrator of a dispute over the alleged performance of unit work by collection clerks in another bargaining unit. A hearing was held on November 12, 1998, in Green Bay, Wisconsin, at which time the parties were afforded full opportunity to present such testimony, exhibits, other evidence and arguments as were relevant. No stenographic record was made of the hearing. The parties submitted post-hearing briefs which were exchanged on January 22, 1999. The parties requested ten days for submitting any exceptions. No exceptions were submitted, and the record was closed as of February 1, 1999.

**To maximize the ability of the parties we serve to utilize the Internet and computer software to research decisions and arbitration awards issued by the Commission and its staff, footnote text is found in the body of this decision.**

Now, having considered the evidence, the arguments of the parties, the relevant provisions of the contract and the record as a whole, the arbitrator makes the following Award.

### ISSUE

The parties stipulated that the following issue should be determined herein:

Did the Employer violate the collective bargaining agreement when it assigned non-bargaining unit employees, Collection Clerks, to perform recovery duties for reactive donors?

If so, what is the appropriate remedy?

### RELEVANT CONTRACT LANGUAGE

#### **ARTICLE I - RECOGNITION**

##### **Section 1.1 Recognition**

The Employer recognizes the Union as the sole and exclusive bargaining representative for the purposes of collective bargaining under the National Labor Relations Act on behalf of all RN's and LPN's who perform allogeneic, autologous, and apheresis collection duties working out of the Madison and Green Bay locations in blood collections; all hereinafter collectively referred to as Employees; but excluding RN/LPN staff with additional duties, temporary personnel as defined in Section 1.3, Nursing Assistants (nursing students) and further excluding members of Local 1558, other professional employees, office clerical employees, confidential employees, guards, managers, supervisors, as defined in the National Labor Relations Act, and all other personnel.

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#### **ARTICLE V - MANAGEMENT RIGHTS**

Except as may be expressly limited by this agreement, the employer has the sole right to plan, direct and control the working force, to schedule and assign work

to employees, to determine the means, methods and schedules of operation for the continuance of its operations, to establish reasonable standards, to determine qualifications, and to maintain the efficiency of its employees. The Employer also has the sole right to require employees to observe its reasonable rules and reasonable regulations, to hire, layoff or relieve employees from duties and to maintain order and to suspend, demote, discipline and discharge for just cause. The Employer has the right to assign temporary personnel in any other duties at such times as natural and man-made disasters threaten to endanger or actually endanger the public health, safety and welfare or the continuation beyond the duration of such disasters. The Employer shall determine what constitutes a natural and man-made disaster as expressed in this Article.

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## **ARTICLE IX - GRIEVANCE PROCEDURE**

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### **Section 9.9 Arbitrator's Jurisdiction**

The jurisdiction and authority of the arbitrator and his opinion and award shall be confined exclusively to the interpretation and/or application of the provision(s) of this Agreement to the issue between the Union and the Employer. He shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not provided for in this Agreement; or to establish or alter any wage rate or wage structure. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the Employer and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved Employee, the Union and the Employer.

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## **ARTICLE XI – SENIORITY**

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### **Section 11.13 Work By Non-Bargaining Unit Personnel**

The Employer may assign qualified Supervisors (Team Supervisors, and Collection Specialist II's) who will not be members of the bargaining unit covered by this Agreement to any operational site who may perform work

normally performed by members of the bargaining unit. The bargaining unit work performed by supervisors shall be in accordance with past practice. The Employer may also utilize Nursing Assistants (student nurses) in accordance with past practice.

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### **BACKGROUND**

The Employer supplies blood and blood products to hospitals in the Midwest from facilities in Madison and Green Bay, Wisconsin. The Clara Barton Brigade, Local 1205, AFSCME represents the non-supervisory nurses who work in blood collection at both locations. The Nurses are classified as either Collection Specialist I-RN or Collection Specialist I-LPN. AFSCME also represents a separate bargaining unit comprised of the remaining non-supervisory, non-nursing employees. Those employees are represented by Local 1558.

The Red Cross regularly conducts blood drives at off-site locations. The blood collection process begins with screening and assessing the potential donors. This is accomplished through asking a series of questions to determine if the donor is a member of any group at high risk for HIV or other blood borne diseases, and to assess the donor's general health. The information is noted on a Blood Donor Record, a drop of blood is taken to test for sufficient hemoglobin, and the donor's blood pressure and pulse are taken. If the donor is suitable, blood is then drawn. The assessment of the donor and the drawing of blood are performed by Collection Specialists. After the blood is drawn, the donor is given juice and cookies and is observed for a period, to insure that he or she is not a reactive donor -- i.e. that there is no adverse physical reaction to the loss of blood. Typical adverse reactions are dizziness, fainting and nausea, though there are other possible symptoms such as memory loss, rigidity, incontinence or even convulsions. If a donor has a moderate adverse reaction, the normal response would be to have him or her lie down with feet elevated, place a cold wet cloth on the forehead, and take blood pressure and pulse to determine whether they are in the normal range compared with the readings taken during the assessment. In case of a serious adverse reaction, the personnel staffing the collection summon emergency medical help or call the donor's personal physician. They do not provide direct medical care themselves.

On April 17, 1998, a mobile unit from the Green Bay office went to Sheboygan South High School to collect blood. CS I's Vivian Krieg and Teresa Allen and Collection Clerk Ron Adams were among the employees staffing the unit. In the course of the collection work, King and Allen observed Adams attending to a reactive donor who had passed out in the recovery area. Adams placed the donor on a cot, elevated his feet and consulted with the charge nurse to ask where to put the cot. While collection clerks in the Madison area had attended to reactive donors for several years, in the Green Bay area this work has always been performed

by nurses, and collection clerks have been limited to driving the vehicle, handing out juice and cookies, relieving Mobile Unit Assistants on break and other chores as assigned. When Allen asked Adams why he was doing recovery work, he said he had been assigned to do it, and that he had been given some training in how to take a blood pressure reading. He told her he felt uncomfortable, since he had no background in recovery work.

The instant grievance was filed the following day, protesting the assignment of bargaining unit work to non-unit personnel:

Collection Clerks (non-licensed) being assigned to to (sic) do Nursing functions - i.e. Taking blood pressures - Recovering reactive donors.

The grievance was not resolved in the lower steps of the grievance procedure and was referred to arbitration. A hearing was held in Green Bay on November 12, 1998, at which time, in addition to the facts recited above, the following testimony was taken:

**Teresa Allen**

Teresa Allen testified that she is the President of Local 1205, and participated in the negotiations over the initial collective bargaining agreement. One of the central issues in those negotiations was the Employer's desire to have non-nursing personnel involved in phlebotomy duties, and the Union's opposition to this. Allen said that the Union succeeded in negotiating a restriction of phlebotomy duties to the nursing personnel in exchange for agreeing to the Employer's no-strike clause.

On cross-examination, Allen said that she was aware that collection clerks played a role in the recovery phase of collections at the Employer's Madison location, although she was not sure whether they were allowed to take donors' blood pressures. She agreed that employees were required to sign off on procedures after they had been trained in them, and to tell management if they no longer felt comfortable in performing certain procedures.

**John Ridgely**

John Ridgely testified that he is the Human Resources Manager for Red Cross and participated in negotiations. According to Ridgely no one ever said across the table that recovery was included in phlebotomy. Ridgely observed that there was a long-standing past practice of using collections clerks in the recovery process at the Red Cross's Madison location.

**Susan Wettstein**

Susan Wettstein testified that she is the Collections Manager for the Red Cross in Wisconsin and Iowa, and that collections clerks have been used to perform recovery at all of the locations except Green Bay. In Madison, they have performed the work since 1994 without incident. Wettstein compared the training plans for nurses with that of Ron Adams, and noted many shared duties including:

- Site set-up
- Review before use of labels and forms
- Blood container tube assembly and inspection, numbering and labeling
- Management of over/under weight units
- Donor registration
- Assist (donor) reaction care and reporting
- Operation and QC of dielectric sealer
- Management of blood product labels and tie tags blood donor packets
- Dietary scale QC
- Maintenance or use of blood container scales, dietary scales, thermometers, sphygmomanometer, sealer
- Preparation/Transport of blood units and tubes
- Temperature and pulse procedure
- Blood pressure procedure
- Management of collection supplies and inventory
- Supply, equipment deficiency reports
- Management of voided numbers
- Blood container scale QC

Wettstein noted that the nurses and Adams were both trained to perform recovery duties, including blood pressures, and expressed the opinion that Adams was competent to assist reactive donors.

On cross-examination, Wettstein agreed that all nurses were trained to do every duty of a collection clerk, plus other duties solely within their professional competence. While the contract limits the taking of health histories and blood extraction to nurses, Wettstein expressed the opinion that, with additional training, collection clerks could perform both of these duties. In evaluating a donor's reaction, Wettstein said that an employe would compare the donor's blood pressure with the blood pressure reading from the initial assessment and determine if it was either too high or too low. Wettstein agreed that blood collection, from taking health histories through recovery, was all a single process. She said that the health history portion of the process was reserved to nurses because it involved using professional judgment to interpret guidelines for approving a donor, while a donor reaction occurs at the end of the process and does not require the same level of professional judgment.

Wettstein agreed that the Madison and Green Bay locations operate somewhat differently, and that some bargaining unit nurses in Green Bay perform duties that are only performed by supervisors in Madison.

Additional facts, as necessary, will be set forth below.

## **POSITIONS OF THE PARTIES**

### **The Position of the Union**

The Union takes the position that the Employer has assigned work reserved to the nurses to non-nursing personnel, and that this violates the collective bargaining agreement. One of the central issues in the negotiations over this contract was the preservation of blood collection work to the nursing employees. In exchange for a no-strike clause, the Employer acquiesced in the Union's demand for protection of the work historically performed by unit employees. The arbitrator cannot allow the Employer to now take back in arbitration what it bargained away at the table.

The entire thrust and purpose of Section 11.13 of the contract is to preserve nursing work to members of this bargaining unit. Clearly recovery work is nursing work -- it demands professional judgments, which are often based on the health assessment done by the nurses at the outset of the collection process. Only two exceptions are noted in Section 11.13 -- supervisors and student nurses may perform unit work in accordance with past practice. Applying the principle of *expressio unius est exclusio alterius*, it follows that all others are barred from doing unit work.

The Union dismisses as irrelevant the Employer's contentions that collection clerks are adequately trained to perform recovery work, and that it is shared work in a team environment. Work jurisdiction clauses do not turn on whether someone else is qualified to do the work. They turn on whether the person doing the work is a member of the bargaining unit. Likewise the fact that the Employer may choose to assign members of different bargaining units to work as a team cannot alter the terms of the collective bargaining agreement that restrict how the work can be distributed among team members.

Arbitrators are traditionally reluctant to disturb clear work preservation clauses in the name of efficiency or good business practices. The whole purpose of such clauses is to preserve work against the day-to-day whims of the employer. Moreover, this is at best a very questionable business practice, since it puts unqualified personnel in charge of detecting and responding to adverse medical reactions.

Even where there is no explicit language safeguarding work, arbitrators recognize the principle of work preservation. They recognize that work preservation is the central purpose

of unions, and have uniformly been skeptical of appeals to overlapping duties, business necessity and technological change. The arbitrator in this case should follow that course. It is clear that the recognition clause defines the work performed in the unit, and that work encompasses the entire collection process. The recovery process phase requires the use of professional training and judgment, and is no less a part of the overall process than is the initial assessment (which even management concedes could not be assigned to clerks).

Finally the Union asserts that the Employer is seeking a larger goal in this process -- the continued deskilling and ultimate elimination of the nurses' jobs. In bargaining the Employer sought to include the lower paid and lesser skilled job of phlebotomist in a clear effort to displace the more highly paid nurses. Now it seeks to have collection clerks perform recovery duties. In the companion case, it seeks to have non-unit employees do set-up work. The overall pattern that emerges is a desire to undercut and evade the commitments it made in bargaining with this unit. The arbitrator should recognize this larger aim and, rejecting it, enforce the agreement as written, order the Employer to cease and desist its use of collection clerks for unit work, and make any affected employees whole.

### **The Position of the Employer**

The Employer takes the position that it acted within its rights under the contract, and therefore the grievance should be denied. Management had retained the sole right to schedule and assign work, determine means, methods and qualifications, and maintain efficiency. These rights can only be limited by an express provision of the contract. Each of these retained rights is implicated in this grievance, while there is no express limitation on those rights when it comes to having Collections Clerks monitor donor recovery.

The Union's citation of Article I - Recognition is misplaced. While that clause recognizes the Union as the representative for nurses who "perform allogeneic, autologous, and apheresis collection duties," it says nothing about other employees who perform those duties. Likewise, the Union misreads Article XI - Seniority. While Section 13 of that Article is titled "Work By Non-Bargaining Unit Personnel," the substance of that provision is a recognition of the Employer's right to assign supervisors and students to do work normally performed by unit personnel. It is not a limitation on the Employer's right to assign duties to collections clerks.

The Union's argument that collection clerks in Green Bay have not previously monitored donor recovery ignores the team approach used by the Red Cross and the many shared functions across the team. This contract covers both the Green Bay and the Madison locations, and collection clerks in Madison have long been involved in monitoring recovery without protest by the Union. The Union bargaining team and the agreed upon contract language is the same for both locations, and the single contract cannot mean one thing in Madison and another in Green Bay.



The Union's claim that the Employer is trying to undermine the integrity of the bargaining unit is simply not borne out by the facts. The Union's witness, Krieg, admitted that the staffing shortfall of 3 to 4 positions at the time of this grievance was the same as it has been for some time. It is the result of normal turnover. Certainly the Employer achieves some efficiencies by using clerks in a portion of the donor recovery process, but the right to seek and achieve efficiencies is a right that management retained and the Union agreed to. The Employer seeks no more in Green Bay than it already has in Madison and other locations -- full realization of the team approach to the entire collection process. This goal and the methods used to achieve it are consistent with the terms of the collective bargaining agreement, and accordingly the grievance should be denied.

### **DISCUSSION**

The question in this case is whether the Employer has the right to assign collection clerks to monitor donor recovery and assist reactive donors, when this work has always before been performed by nurses at the Green Bay location. In answering this question, it is necessary to determine whether the contract reserves the performance of bargaining unit work to represented nurses and, if so, what is included in the definition of bargaining unit work.

#### **Limitations on Performance of Unit Work**

In Article V of the collective bargaining agreement, Management reserved its rights to determine the manner in which work is performed and by whom:

Except as may be expressly limited by this agreement, the employer has the sole right to . . . schedule and assign work to employees, to determine the means, methods and schedules of operation for the continuance of its operations . . . to determine qualifications, and to maintain the efficiency of its employees . . .

The Employer argues that its right to assign work between and among employees, without regard to their bargaining unit status, is preserved by Article V and is not limited elsewhere. However, it is not disputed that the Union set preservation of phlebotomy duties as a central goal in bargaining over this initial contract, and that this topic was extensively discussed across the table. Article XI of the collective bargaining agreement addresses the assignment of work:

#### **Section 11.13 Work By Non-Bargaining Unit Personnel**

The Employer may assign qualified Supervisors (Team Supervisors, and Collection Specialist II's) who will not be members of the bargaining unit

covered by this Agreement to any operational site who may perform work normally performed by members of the bargaining unit. The bargaining unit work performed by supervisors shall be in accordance with past practice. The Employer may also utilize Nursing Assistants (student nurses) in accordance with past practice.

If, as the Employer claims, there is no limitation on its right to assign work to non-unit personnel, there is no need for a provision permitting supervisors and student nurses to perform the normal work of the unit nurses. In that case, anyone can do the work and Section 11.13 is merely surplusage. It is not only surplusage, but it is unusual surplusage, since it limits the nursing work that can be performed by qualified nurse supervisors and nursing students to that allowed by past practice, while leaving non-medical employees free to do any of the nurses' duties. It is not impossible that this is what the parties intended, but it is extremely unlikely. 1/

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*1/ Given a choice between two permissible interpretations, one of which leads to absurd results and one which leads to sensible results, an arbitrator should normally choose the latter. Elkouri, How Arbitration Works, 5th Ed. (Volz, Ed., BNA 1997), at pps. 495-497.*

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The normal principles of contract interpretation hold that parties intend their words to have meaning and that interpretations that render language mere surplusage are disfavored. 2/ Another standard principle of interpretation is that where parties state exceptions, they are presumed to have listed all of the exceptions. 3/ Section 11.13 does not begin by expressly stating a general rule that unit work is to be performed by unit personnel, but the listing of two specific exceptions necessarily implies the existence of such an understanding by the bargainers. Inasmuch as the assertion by the Employer of an unfettered right to assign work to employees without regard to their bargaining unit status requires me, contrary to the standard principles of contract interpretation, to find that several contract sections are meaningless, I instead conclude that the contract does limit the right to assign unit work to persons outside of the unit. 4/

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*2/ Id., at pps. 493-495.*

*3/ Id., at pg. 497. In connection with this, I also note that the Management Rights clause itself appears to give management the right to use temporary employees for all duties in the event of a disaster. Again, this suggests that, absent a disaster, there is some limitation on the right to use these employees for duties other than those defined in Section 1.3, i.e. short term projects and vacation relief.*

*4/ This conclusion is buttressed by the testimony of the Employer's Collections Manager, Susan Wettstein. Wettstein conceded that the contract limits the performance of the first two steps of the collection process, screening/evaluating and extraction, to nurses.*

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### **Contours of Protected Unit Work - Phlebotomy**

While the contract may limit the Employer's right to assign non-unit personnel to perform certain bargaining unit work, the question of what constitutes protected work remains to be answered. The Employer notes that there is a great deal of overlap between jobs in the team environment of a mobile collection unit, and that collections clerks in Madison had been monitoring donor recovery since 1994, three years before this contract was negotiated and four years prior to the filing of this grievance.

The contract cannot be read as protecting every task that has ever been performed by a nurse. Section 11.13 speaks to "work normally performed" by unit nurses. As the Employer correctly notes, there is a necessary overlap between the functions of members of any working team, and some work normally performed by nurses will also normally be performed by others. The Recognition Clause distinguishes these nurses from other employes, including other nurses, by defining unit members as those "who perform allogeneic, autologous, and apheresis collection duties working . . . in blood collections" and the Union concedes that its aim in negotiations was limited to preventing non-unit personnel from doing phlebotomy work. Susan Wettstein's testimony confirmed this, in part, when she identified the taking of health histories and the extraction of blood as tasks which the contract reserved to nurses. Taken as a whole, the preservation of work in the contract can most reasonably be seen as going to the core medical functions performed in the blood collection process itself.

Wettstein identified seventeen tasks as "shared" between Adams and nurses. It bears remembering that Wettstein's definition of a shared task is one which both nurses and clerks are trained in. The Employer chooses which areas it will train its staff in, and the fact that it elects to train collections clerks in a given procedure says little about whether the contract allows them to be assigned to perform that procedure. 5/ That being said, fourteen of the identified tasks primarily involve equipment preparation, handling and maintenance, product transportation and record keeping. They are related to phlebotomy work, in that they are necessary ancillary functions, but in the end virtually all of the tasks performed by members of the mobile unit are necessary ancillary functions to phlebotomy. Unit nurses may have a stake in the performance of some ancillary duties, but they cannot be termed core medical functions.

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*5/ Indeed, Wettstein voiced the opinion at the hearing that collection clerks, with training, could perform every aspect of the collection process, including extraction.*

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Three of the tasks listed by Wettstein appear to involve the performance of medical procedures on or direct care for a reactive donor:

- Assist (donor) reaction care and reporting
- Temperature and pulse procedure
- Blood pressure procedure

Wettstein testified that the three phases of blood collection -- assessment, extraction and post-extraction monitoring -- constitute a single process. She distinguished monitoring and caring for reactive donors from the first two aspects of the process because it did not require the same level of professional judgment. On the face of it, this is difficult to understand. Donors have a variety of reactions, some obvious and some less so. Employees are required to judge whether a donor is having a reaction and to assess how serious the reaction is, in part by taking the patient's vital signs and comparing them to normal readings and to the baseline readings taken by the nurse during the assessment phase of the process. It is counter-intuitive to suppose that the degree of professional judgment required to assess and respond to actual illnesses of varying natures at the end of the blood collection process would be less than that required for a standardized general health assessment at the beginning. Based on this record, I conclude that caring for reactive donors is a core medical function performed in the blood collection process.

### **Contours of Protected Unit Work - Past Practice**

As discussed above, the work reserved to unit nurses does not extend to every task, but it clearly extends to the core medical functions of the blood collection process itself. Caring for reactive donors is such a function. The Employer and the Union agree that, prior to the incident at Sheboygan South High School, nurses had always performed this function in the Green Bay region. However, they also agreed that collection clerks have been involved in caring for reactive donors since 1994 in the Madison region. This contract covers both locations, and the Employer questions how it can be that the same language would allow clerks to perform this work in Madison while forbidding it in Green Bay.

The preservation of work to unit nurses is inferential. It is based on an interpretation of Articles I and XI. Article I refers to work performed "in blood collections." Article XI identifies the work that is protected as "work normally performed by members of the bargaining unit." By referring to work "normally performed," the parties have adopted a pragmatic rather than an abstract standard for determining whether work is protected. They did so knowing full well that the contract covered two operating locations, each of which had different practices as to the normal distribution of work. Nurses in Green Bay "normally"

perform the task of caring for reactive donors. Apparently nurses in Madison "normally" share that task with collection clerks. Given the pragmatic standard used in the contract, there is nothing to prevent practices which are uniform in one location from co-existing with contrary practices uniformly followed in the other.

### **Appropriate Remedy**

The Union seeks a cease and desist order and overtime pay for affected employes. There is no proof in the record of actual lost time by either Krieg or Allen and I have no basis for imposing a monetary remedy for the incident at Sheboygan South High School on April 17, 1998. The appropriate remedy is to direct the Employer to cease assigning the task of caring for reactive donors to collections clerks and other non-unit employes in its Green Bay office, except as may be allowed by the exceptions contained in Articles I and XI.

### **CONCLUSION**

Articles I and XI provide exceptions whereby non-unit personnel can perform the work of unit nurses. The logical implication is that, absent the exceptions, the work could not be performed by those non-unit employes. This implication is strengthened by the concession of Susan Wettstein that the contract does generally reserve the taking of health histories and the extraction of blood to unit nurses. Thus I have concluded that the contract does prevent the Employer from assigning at least some bargaining unit work to non-unit nurses.

The scope of the contract's work protection is not all encompassing. Article I distinguishes the unit nurses from other employes by their performance of "collection duties . . . in blood collections." While every task performed by personnel assigned is in some way connected to blood collection, the bargaining history and the testimony at hearing establish that ancillary tasks are not necessarily protected. However, the contract's protection does extend to the core medical functions involved in the blood collection process. Given the need for professional training and judgment in the assessment and care of reactive donors, and the testimony that that task is part and parcel of the overall collection process, caring for reactive donors is fairly characterized as a core medical function. The fact that the Madison location has allowed collection clerks to be involved in caring for reactive donors, while the Green Bay location has until this grievance reserved this work to nurses does not render the work unprotected. In Article XI, the parties used the pragmatic standard of "work normally performed" to describe protected work. They negotiated this language knowing that there were differing practices at the two locations. Inasmuch as the language used refers to actual conditions, it can accommodate both practices.

On the basis of the foregoing, and the record as a whole, I have made the following

**AWARD**

The Employer violated the collective bargaining agreement when it assigned non-bargaining unit employes, Collection Clerks, in its Green Bay location to perform recovery duties for reactive donors.

The appropriate remedy is that the Employer refrain from assigning recovery duties for reactive donors to non-unit personnel in its Green Bay location, except as may be permitted under the exceptions contained in Articles I and XI.

Dated at Racine, Wisconsin, this 28<sup>th</sup> day of April, 1999.

Daniel Nielsen /s/

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Daniel Nielsen, Arbitrator