BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between

**CLARA BARTON BRIGADE, LOCAL UNION 1205,
WISCONSIN COUNCIL 40, AFSCME, AFL-CIO**

and

**AMERICAN NATIONAL RED CROSS, BLOOD SERVICES,
BADGER-HAWKEYE REGION**

Case 36
No. 58743
A-5839

(Work Preservation Grievance Dated 1-25-00)

Appearances:

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

Clark Hill P.L.C., Attorneys at Law, by **Mr. Fred W. Batten**, 500 Woodward Avenue, Suite 3500, Detroit, Michigan 48226-3435, appearing on behalf of the Employer.

ARBITRATION AWARD

At the joint request of the parties, the Wisconsin Employment Relations Commission designated the undersigned, Marshall L. Gratz, to hear and decide the grievance dispute referenced above under the parties' May 23, 1997-May 22, 2000 labor agreement (Agreement).

A hearing was conducted on June 7, 2000, at the Employer's Green Bay facility. No transcript was maintained, however the parties authorized the Arbitrator to audio tape record the hearing for the Arbitrator's exclusive use in award preparation. The parties' post-hearing briefs were exchanged on August 13, 2000, marking the close of the hearing.

On the basis of the evidence and arguments submitted, the Arbitrator issues the following Award.

ISSUES

The parties authorized the Arbitrator to decide the following issues:

1. Did the Employer violate the Agreement when it reassigned the duties of Grievant Jan Matty as a scheduler of work hours of bargaining unit members to a non-unit employee?

2. If so, what is the appropriate remedy?

PORTIONS OF THE AGREEMENT

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 allogenic, autologus, 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.

. . .

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, lay off or relieve employees from duties and to maintain order and to suspend, demote, discipline and discharge employees for just cause. The Employer has the right to assign temporary personnel to 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 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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ARTICLE XII - HOURS OF WORK

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Section 12.5 Scheduling

The schedule will be posted four weeks in advance. It is understood that some mobile hours may change after the original posting, in which event affected employees will be notified. The Employer schedules Employees based on traveling from their respective work centers to the mobile site. The priority for scheduling will be done by unit seniority within the FTE status of Employees as follows:

First, Full-time Employees will be scheduled so as to achieve approximately 37.5 hours;

Second, Part-time Employees will be scheduled so as to achieve approximately 28.25 hours, or 18.75 hours based on their FTE status;

Per Diem Employees will not be scheduled hours on the original schedule unless all full-time and part-time Employees have been scheduled in accordance with the above.

Nothing prevents the assignment of additional hours once hours in accordance with the above have been scheduled. It is recognized that scheduled hours may not be worked by reason of mobile cancellations or changes, and that mathematical precision is not always achievable given the unique scheduling problems of the business. For purposes of meeting the scheduling priority provided for herein only, paid and approved requested unpaid time off will be included for meeting the prioritized scheduling commitments at a rate of 7.5 hours per day.

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Section 12.5.5 Scheduled Hours Between Shifts

The Employer will attempt to schedule a minimum of eight hours between the end of one scheduled work day and the commencement of the next scheduled work day.

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BACKGROUND

The Employer is a federally-chartered corporation that provides regional blood collection and blood bank services from locations in Madison and Green Bay, Wisconsin. The Union, since its certification on November 7, 1995, has represented certain Registered Nurses and Licensed Practical Nurses (RNs and LPNs, respectively) employed by the Employer at those two locations, as described in Agreement Sec. 1.1, above. All of the bargaining unit employees are classified as either Collection Specialist I-LPN or Collection Specialist I-RN, and they are collectively referred to as CS-Is. The Agreement, with an effective date of May 23, 1997, is the parties' first covering that bargaining unit.

The Employer and another AFSCME affiliate, Local 1558, have been parties to a series of other agreements covering the Employer's non-nurse personnel, since November 1, 1988.

The Green Bay blood collection function is performed both at the Employer's collection center facility in Green Bay and at various outlying locations serviced on a mobile basis. The work is performed by teams consisting of bargaining unit and non-bargaining unit employees. Some of the non-bargaining unit personnel on the teams are members of the non-nurse bargaining unit, and some are supervisory personnel who are not included in either bargaining unit.

The scheduling of personnel for blood collection at the various locations has always involved the following four basic steps: (1) management determining the location of sites and

the optimum staffing of those sites; (2) someone producing a draft schedule showing selections of bargaining unit employees for the available sites and identifying which of the sites requires additional staffing; (3) management revising the assignments of bargaining unit personnel reflected on the draft schedule to maximize collection efforts with available staffing; and (4) management assigning non-bargaining unit staff to all locations.

The instant dispute relates to the second step noted above. It is undisputed that prior to sometime in 1995 or 1996, all four steps of the scheduling function were performed exclusively by management, more specifically by Collection Operation Supervisor (COS) Mary Jean Koury. Beginning in 1995 or 1996, Koury suggested and the Grievant, CS-I Jan Matty, agreed to be trained by Koury and to perform the second step of the scheduling function. From that time until February of 2000, Grievant spent approximately one day per week (one full shift) on that second step of the scheduling function, and worked the remainder of her work days as part of a team performing blood collection at a site. Grievant began work for the Employer in 1980, and worked full-time until she changed her work schedule to three-quarter time and later to three days a week in May of 1999.

Koury retired in April of 1997, but a replacement COS was not hired until October of 1999. In the interim, Koury's scheduling functions were performed by two non-bargaining unit Team Supervisors. Matty continued to perform the second step of the scheduling function throughout that period.

As noted above, the Agreement became effective by its terms on May 23, 1997. As a result, the scheduling of bargaining unit employees became subject to the provisions of the Agreement including Sections 12.5 and 12.5.5 quoted above.

In about May of 1997, a scheduling software program called "Juggler" was introduced to the Green Bay facility. Grievant was given training on that program as were the Employer's Associate Administrator Carl Lindbeck and his Administrative Assistant Kelly Foral. Neither Lindbeck nor Foral are members of the Local 1205 bargaining unit. During a period variously estimated at one to six months, the draft schedules were produced by the Juggler program based on data regarding nurses' available hours and days off supplied by Matty and then the draft schedules were reviewed by Matty and adjusted as necessary before being submitted to the Team Supervisors. Matty continued to spend one day a week on the scheduling function throughout that period. Foral and Matty both worked with the Juggler program during that time period.

The Employer discontinued use of the Juggler program in the production of schedules sometime later in 1997. Thereafter, at Lindbeck's request, Grievant performed the second step in the scheduling process without use of the Juggler program. Lindbeck testified that he told Grievant that her continued participation in the scheduling process would be temporary until the problems with Juggler were resolved or some other scheduling arrangements were made. Grievant testified that she did not recall any reference by Lindbeck to Grievant's

resumption of her pre-Juggler scheduling role being temporary in nature. In any event, Foral continued to have discussions thereafter with Juggler programmers in an effort to have changes made that would make Juggler usable in the Green Bay environment. The record also indicates that another CS-I, Janel Bartell, worked with Grievant on the second step of the scheduling process from about the time in 1997 when the Employer ceased using Juggler to create schedules through Bartell's resignation in December of 1998.

In October of 1999, Ruth Ann Kollstrom was hired as the new COS. In February of 2000, Kollstrom took over the scheduling duties Grievant had been performing, and assigned Grievant to spend all three of her work days on blood collection work at a site. Kollstrom testified that she took the scheduling work back from Grievant because Kollstrom had been hired with the enunciated expectation that she would get control over scheduling; because she thought doing so would free up an additional day of Grievant's CS-I time to address a longstanding shortage of CS-Is on the mobiles; and because it was inefficient to have a bargaining unit employee work on schedules for eight hours, whereas management always historically spent two to four hours on the steps in the scheduling process performed by them, and the supervisor could do all of the steps of the scheduling process herself in four to five hours.

Grievant testified that when she was assigned a third day of collection duties on a mobile unit in lieu of her scheduling duties, she was unable to collect blood that extra day because of a medical condition, such that she found it necessary to limit her work schedule to two days a week thereafter.

The grievance giving rise to this arbitration was filed on January 25, 2000, by Union Steward Doris Holbrook. The grievance identified itself as both a group grievance and as filed on behalf of Jan Matty. It asserted that the Employer was engaging in an alleged on-going infraction occurring on and after January 13, 2000, consisting of removing past practice bargaining unit work consisting of scheduling and reassigning that work to management in violation of Article V and any other section that may apply. By way of remedy, the grievance requested "cease and desist - make Union whole."

Management answered the grievance in writing by memorandum dated January 26, 2000, stating, "[t]he assignment of work responsibilities is a management right under the contract. We deny any violation. Your requested settlement is respectfully denied."

The grievance was ultimately submitted for arbitration as noted above. At the hearing, the Union presented testimony by Grievant Matty and rested. The Employer presented testimony by Lindbeck, CS-II/Team Supervisor Sandra Sue Killinger, Foral and Kollstrom. The Union then presented rebuttal testimony by the Grievant. By agreement of the parties at the hearing, three prior grievance awards arising under the Agreement were made a part of the record. As of the arbitration hearing in this case, two of those awards had been issued and

issuance of the third was being awaited. The parties scheduled their submission of post-hearing briefs in this case so that they received the third award before preparing their briefs. Those three awards are summarized below.

In Nielsen I (a/k/a Set Up Grievance), WERC Grievance Award 5851 (NIELSEN, 4-28-99), the issue was whether non-bargaining unit nurses (CS-IIs) could "set up" collection sites at times when no bargaining unit CS-Is were scheduled to set up. Set up work was recognized to be bargaining unit work in Green Bay, but there existed a past practice of CS-IIs being occasionally scheduled to work as CS-Is which past practice included CS-IIs being scheduled to set up. In this case the Union did not object to the CS-II being scheduled to work as a CS-I, but it did object to the CS-II being scheduled to work at a time when no CS-I was also scheduled. Arbitrator Daniel Nielsen denied the grievance stating,

> . . . The Union has agreed that supervisors may perform unit work in accordance with past practice. The Employer has satisfactorily demonstrated that having supervisory nurses working as staff nurses included in the overall pool for random assignment to set-up work on special collections is a past practice. It follows that the Employer did not violate the contract in this instance been done in the past.

In Nielsen II (a/k/a Collection Clerk Grievance), WERC Grievance Award 5850 (NIELSEN, 4-28-99), the issue was whether collection clerks represented by Local 1558 could assist reactive donors. Collection clerks work the same mobiles as CS-Is, supporting the CS-Is. Arbitrator Nielsen concluded that attending to reactive donors constituted a "core medical duty" such that "[t]he Employer violated the [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." At page 13 of his award, Arbitrator Nielsen summarized his rationale in that case as follows:

> 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 the hearing establish that ancillary tasks are not necessarily protected. However, the contract's protection does extend to the core medical 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.

In the Greco Award, WERC Grievance Award 6080 (GRECO, 6-13-00), a determination was rendered with respect to the circumstances under which the Employer "violate[s] Section 11.13 of the Agreement when it use[s] Collect Specialist IIs - rather than Collection Specialist I's who are in the bargaining unit - to perform certain work." Arbitrator Amedeo Greco ruled as follows:

> 1. That the Employer cannot assign supervisors to perform the "core" bargaining unit duties protected by Section 11.13 if any such assignments reduce the hours of any regular part-time or full-time CS I's who are able to perform that work.
>
> 2. That the Employer must first offer to its regular part-time and/or full-time CS I's all work at its mobile sites which does not involve training or assistance before it can assign such work to supervisors if the CS I's are able to perform that work.

At page 8 of his Award, Arbitrator Greco explained his rationale as follows:

> As for the future, the Employer is under a continuing obligation to respect the jurisdictional boundaries set forth in Section 11.13 by not assigning bargaining unit work to supervisors if that causes <u>any</u> bargaining unit members to suffer <u>any</u> reduction in their hours, as Section 11.13 preserves bargaining unit work in the face of any such supervisory incursions.
>
> This work preservation, however, only goes to the kind of "core" duties regularly or historically performed by CS I's. See [Nielsen II award] pp.13. "Non-core" duties hence can be assigned to non-bargaining unit employes without running afoul of Section 11.13.
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> (Emphasis in original.)

Additional background information is set forth in the positions of the parties and the discussion, below.

POSITIONS OF THE PARTIES

The Union

Section 11.13 is a work preservation clause which sets forth limits of bargaining unit work which may be performed by non-bargaining unit personnel. It provides that "[b]argaining unit work performed by supervisors shall be in accordance with past practice." The Employer has violated the past practice by its substitution of non-bargaining unit supervisory staff in the performance of work historically performed by Matty, a bargaining unit nurse.

The record plainly indicates the existence of a binding past practice under widely accepted arbitral standards. Citing Mittenthal, Past Practice and the Administration of Collective Bargaining Agreements, in 14 NAA 30 (BNA, 1961). Matty performed the scheduling work at issue consistently on a weekly basis over a relatively long period of time from at least 1996 until she was relieved of that duty in February of 2000. Matty was trained to perform that work and assigned to perform it by supervising nurse Mary Jean Koury, and Matty continued to perform the same basic function before, during and after the negotiations leading to the Agreement, thereby reflecting mutual knowledge by Union and Employer that Matty was appropriately performing that work. Notably, the Employer agreed to Sec. 11.13 without asserting that Matty's assignment was temporary or subject to unilateral termination by management. Thus, when the parties entered into the Agreement in May of 1997, the status quo representing the scope of bargaining unit work at the time included Matty's ongoing work scheduling assignment.

Section 11.13 makes clear that the preservation of bargaining unit work is recognized as a distinct and binding condition of employment and hence a practice that cannot be unilaterally altered by the Employer.

The Nielsen II and Greco awards both recognized the restrictive scope of Section 11.13. Indeed, Arbitrator Greco held that the Employer violated Section 11.13 when it "assign[ed] supervisors to perform the 'core' bargaining unit duties protected by Section 11.13 if any such assignments reduce the hours of any part-time or full-time CS-Is who are able to perform the work."

The Greco award should govern the outcome of this case because it involves the same parties and the same contract language as the instant case and because the issue is the same as well, to wit, the substitution of supervising nurses in the performance of work historically considered bargaining unit work. The Greco award supports an analysis similar to that in

Nielsen II: Section 11.13 is a work preservation clause which sets forth the jurisdictional boundaries of bargaining unit work and the limits of bargaining unit work that may be performed by non-bargaining unit employees. In Nielsen II, non-unit non-nurses were barred from performing recovery duties previously performed in Green Bay by CS-Is, on the basis that Sec. 11.13 should be construed according to the maxim expressio unius est exclusio alterius. The Greco award applied the clause which limited supervisory nurses to performing bargaining unit work according to past practice — there the irregular or intermittent use of supervising nurses to perform CS-I work when CS-Is were unavailable.

Here, as in the Greco case, the Employer has disregarded a past practice and assigned non-bargaining unit employees to do work historically viewed as bargaining unit work, i.e., the scheduling of bargaining unit nurses to collection work schedules. Matty's work is equally a practice countenanced by Sec. 11.13 as the practice limiting supervisors on mobile collection units recognized in the Greco case. The Employer's systematic efforts as at issue in the earlier arbitration awards and in this case reflect a systematic effort to undermine the integrity of the nurses bargaining unit.

As was noted in Nielsen II, during bargaining the Union was concerned that their job security was threatened by the Employer's professed desire to substitute non-nurse phlebotomists for themselves to extract blood. The extraction of blood and the corollary duties of health histories and assisting recovering donors have been held to be "core" duties. The Union believes, derivatively, the scheduling of these core duties also falls within the rubric of the "core" duty standard.

Any contention by the Employer that the assignment of scheduling work to Matty was temporary must be rejected. The only evidence to that effect was Lindbeck's claim that he once told Matty that her assignment was only temporary. Matty testified that she had no recollection of such a statement by Lindbeck. There is no written correspondence to support Lindbeck's assertion, and the length of Grievant's continued performance of scheduling work since the use of the Juggler was discontinued negates the contention that the assignment to Matty was temporary in nature.

Similarly, any contention that Matty only worked on scheduling due to a vacancy in the Collection Operations Supervisor position must also be rejected. The record establishes that Matty performed the scheduling duties concurrent with COS Mary Jean Koury's tenure from sometime in 1995 or 1996 through Koury's resignation in 1997.

The principle of work preservation embodied in Section 11.13 should be upheld here and Grievant Jan Matty should be made whole. The Union's make whole remedy would provide for Matty a reimbursement for the eight hours of pay per week that she lost since the scheduling duties were improperly removed from the bargaining unit. The Union also requests that the Arbitrator order the Employer to restore to Grievant Matty the duties as scheduler that she previously performed.

The Employer

Although there have been times when a bargaining unit nurse has assisted in scheduling, it has always been management's right — expressly reserved in Article V — "to schedule and assign work to employees" and hence to determine how scheduling would be performed. Grievant's participation in the scheduling process was always limited in that management made preliminary scheduling decisions before Grievant's participation in the process, and management modified Grievant's draft schedule, as well. In February of 2000, management simply exercised its Article V right to have the entire scheduling process, rather than just parts of that process, performed by the supervisor.

The three prior awards issued in this relationship concerning bargaining unit work and the extent to which certain work may be performed by non-bargaining-unit personnel support the Employer's rather than the Union's position in this case.

In Nielsen I, the Union argued that the Employer violated the Agreement by scheduling non-unit CS-IIs to set up collection sites at times when no CS-I was also assigned to set up. The Arbitrator denied the grievance on the strength of the parties' practice of CS-IIs being occasionally scheduled to perform the same work as CS-Is. That award does not support the Union's position in this case.

In Nielsen II, the Arbitrator found a violation by inferring from the recognition clause, read together with Sec. 11.13 and the parties' bargaining history, that "[t]aken 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." Unlike the facts giving rise to the result in Nielsen II, the scheduling work at issue in this case falls squarely within management's expressed Article V right to schedule and assign work to employees. That work cannot be characterized as a core medical function or as a medical function at all. Its performance by bargaining unit personnel was not a binding past practice when the Agreement was negotiated or executed because at those times: the Employer had no COS; the Employer was investigating how to accomplish the task given the failure of the Juggler program; the Grievant was sharing her portion of that work with a non-unit non-nurse (Foral); and Grievant was, as always, sharing the overall scheduling function with management personnel who performed scheduling steps before and after that performed by Grievant.

In the Greco award, the Arbitrator made it clear that the work preservation required of the Employer by the Agreement "only goes to the kind of 'core' duties regularly or historically performed by CS-Is" and that "[n]on-core duties hence can be assigned to non-bargaining unit employees without running afoul of Section 11.13." For the reasons noted above, the scheduling work at issue here is neither a "medical function" nor therefore a "core" medical function. Hence, that work under the Greco analysis "can be assigned to non-bargaining unit employees without running afoul of Section 11.13."

For those reasons, the grievance should be denied in all respects.

Even if the Arbitrator somehow concludes that the work Grievant was performing was protected bargaining unit work, there is no requirement that any specific bargaining unit employee be assigned that duty, just as there is no requirement that any bargaining unit employee be given any other specific assignment. Accordingly, in fashioning a remedy, the Arbitrator need not and ought not give weight to the Union's assertion — advanced for the first time at the arbitration hearing — that due to medical reasons Grievant cannot work as much as she would like (three days a week) unless she is permitted to spend one of those three days on scheduling rather than on collection work on mobiles.

DISCUSSION

The Arbitrator concludes that the analysis of this case is controlled directly by that prescribed in the Greco award and indirectly by the Nielsen II award to the extent that the Greco award incorporates its analysis. This case, like that in the Greco award, involves a dispute about whether the Employer acted in excess of its rights under the Agreement when it assigned certain work to a supervisor. The parties and contract language involved in both of those awards and in this case are identical.

In the instant case, both parties have argued that their positions are consistent with and supported by the Greco and Nielsen II awards. By so arguing, both parties have recognized the importance of maintaining consistency among awards involving the same parties and the same contract language and the same type of issue.

If there were no previous awards addressing bargaining unit work and the extent to which certain work may be assigned to non-bargaining unit personnel, the Arbitrator would analyze the instant case in depth giving consideration to the various other arguments advanced by the parties. However, given the fact that there have been awards involving the identical parties and contract language and relating to the sort of issue involved in this case, the Arbitrator finds it necessary and appropriate to apply the analysis that has already been established by those previous awards.

In the Greco award, as noted above, the Arbitrator held that:

> As for the future, the Employer is under a continuing obligation to respect the jurisdictional boundaries set forth in Section 11.13 by not assigning bargaining unit work to supervisors if that causes any bargaining unit members to suffer any reduction in their hours, as Section 11.13 preserves bargaining unit work in the face of any such supervisory incursions.

> This work preservation, however, only goes to the kind of "core" duties regularly or historically performed by CS I's. See [Nielsen II award] pp.13. "Non-core" duties hence can be assigned to non-bargaining unit employes without running afoul of Section 11.13.

Greco Award at 8 (Emphasis in original).

The "core"/"non-core" distinction drawn at page 13 of the Nielsen II award was between "the core medical functions involved in the blood collection process" and other tasks. The text at page 13 reiterated the analysis set forth earlier in that award in which the arbitrator stated, "[t]aken 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." Nielsen II at 11.

The scheduling work previously performed by Grievant Matty in this case is a task which cannot reasonably be characterized either as a "medical function" or as a task "performed in the blood collection process itself." There has been no showing that Grievant's scheduling work involved a need for professional training and judgment the way the assessment and care of reactive donors or a CS-I's performance of work at mobile sites does. Nor has there been a showing through testimony or otherwise in this case that Grievant's scheduling work was part and parcel of the overall collection process itself. On the contrary, the scheduling work has been shown to be related only in an ancillary way to the blood collection process work being scheduled, and the record also shows that the scheduling work was performed at a different time and well in advance of the performance of work involved in the collection process itself to which it was so related.

The scheduling work at issue in this case is therefore clearly a "non-core" duty in the parlance of the Greco award. As such, under the Greco award, that work "can be assigned to non-bargaining unit employes without running afoul of Section 11.13."

For that reason alone, the Arbitrator is compelled to conclude that the Employer did not violate Sec. 11.13 or any other provision of the Agreement by assigning to a non-bargaining unit supervisor the scheduling work previously performed by Grievant Matty.

DECISION AND AWARD

For the foregoing reasons and based on the record as a whole, it is the decision and award of the Arbitrator on the ISSUES noted above that

> 1. The Employer did not violate the Agreement when it reassigned the duties of Grievant Jan Matty as a scheduler of work hours of bargaining unit members to a non-unit employee.

2. The subject grievance is denied and no consideration of a remedy is necessary or appropriate.

Dated at Shorewood, Wisconsin, this 24th day of October, 2000.

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Marshall L. Gratz, Arbitrator

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