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 39
No. 59058
A-5868

Appearances:

Shneidman, Myers, Dowling, Blumenfield, Ehlke, Hawks, & Domer, by **Attorney Jeffrey P. Sweetland**, 700 West Michigan, Suite 500, P.O. Box 442, Milwaukee, Wisconsin 53201-0442, appearing on behalf of the Union.

Michael, Best & Friedrich, LLP, by **Attorneys Thomas W. Scrivner** and **Tricia Knight**, 100 East Wisconsin Avenue, Milwaukee, Wisconsin 53202-4108, appearing on behalf of the Employer.

ARBITRATION AWARD

St. Francis Hospital, hereafter Hospital or Employer, and Federation of Nurses and Health Professionals, Local 5001, AFT, AFL-CIO, hereafter Union, are parties to a collective bargaining agreement that provides for final and binding grievance arbitration. Pursuant to a request of the parties, the Wisconsin Employment Relations Commission designated Coleen A. Burns, a member of the Commission's staff, as Arbitrator to hear and to decide a grievance. The hearing was held on October 6, 2000, in Milwaukee, Wisconsin. The hearing was transcribed. The record was closed on December 21, 2000, upon receipt of post-hearing written argument. After consideration of the entire record, the undersigned makes and issues the following Award.

ISSUE

The parties were unable to stipulate to a statement of the issue.

The Union frames the issue as follows:

Did the Hospital violate Section 7.11 of the 1997 to 2000 contract by utilizing an agency nurse for eight hours on the December 4th and 5th, 1999, night shift instead of Gerald Hawley, a bargaining unit nurse, who was on call for the entire shift but was called in only for the last four hours?

If so, what is the appropriate remedy?

The Employer frames the issue as follows:

Was Section 7.11 of the 1997 – 2000 collective bargaining agreement violated when the Grievant was not called in to work between 2300 hours on December 4, 1999, and 0300 hours on December 5, 1999, when an agency pool employee worked those hours in the CV-ICU?

If so, what remedy, if any, is appropriate?

The undersigned adopts the Employer's statement of the issue.

RELEVANT CONTRACT PROVISIONS

ARTICLE 4
Management Rights

4.01
The Union recognizes that the Hospital has an obligation of serving the public by providing high quality, efficient and economical care, and in meeting medical emergencies. The Union further recognizes that, in fulfilling its obligation, the Hospital must act in conformity with Sections 50.32 et. seq. Wis. Stats., HSS 124, Wis. Adm. Code, and related regulations and statutes. Accordingly, it is agreed that the Hospital has the unilateral and exclusive right to operate and manage the Hospital so as to be in conformity with the provisions of those statutes and the rules and regulations promulgated under those statutes.

4.02
Without limiting the generality of the foregoing, and except as expressly and specifically limited or restricted by a particular provision of this Agreement, the

Hospital's management rights include: the right to manage the Hospital and determine the work to be done; the time and manner in which the work will be done; the right to schedule working hours; the right to direct the working forces, including the right to hire, layoff, recall, classify, transfer, promote or demote employees; the right to suspend, to discipline and discharge for just cause any employee; the right to determine and reasonably redetermine qualifications of employees and, after consultation with the Union, to make reassignments based on such determinations; the determination of services to be rendered or supplied; the determination of and the right to make changes in processes, techniques, methods and means of performing the work including the right to subcontract work; the selection or promotion of employees to supervisory or other managerial positions or to positions outside the bargaining unit; the right to have supervisors or others perform any work deemed necessary by the Hospital (but not for the intent and purpose of eroding the bargaining unit); the establishment of uniform performance standards; the scheduling of work and the determination of the number and duration of said shifts and the size of the work force; the combination or splitting of departments or units; the determination of safety, health and property protection measures for the Hospital; the establishment, modification and enforcement of standards of care; the assignment of employees from one task to another, or from one unit/department to another, or from one location to another, or from one shift to another, to meet the needs of the Hospital from time to time; and the right to reasonably make, modify or change and publish or enforce employment rules, policies and practices.

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4.04
It is agreed that the listing of management rights as noted above shall not be deemed to exclude other management rights and prerogatives not specifically listed above.

4.05
The Hospital's not exercising any function hereby reserved for it or its exercising any function in a particular way shall not be deemed a waiver of its right to exercise such function or preclude the Hospital from exercising the same in some other manner not in conflict with the express provisions of this Agreement.

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ARTICLE 7
Hours of Work and Overtime

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7.03
Shifts. At the present time the work shifts are:

First Shift/Days:
7 a.m. – 3:30 p.m. (or 7 a.m. – 7:30 p.m.)
Second Shift/P.M.'s:
3 p.m. – 11:30 p.m.
Third Shift/Nights:
11 p.m. – 7:30 a.m. (or 7:00 p.m. – 7:30 a.m.)

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7.07
Weekend Work. The Hospital will make reasonable efforts to schedule employees for at least every other weekend off. "Weekend" is defined as a forty-eight (48) hour consecutive period away from work from the first shift on Saturday to the first shift on Monday. Employees may designate an alternate weekend, with the approval of their supervisor.

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7.10
Scheduling Guidelines. Work Schedules will be based on patient care and related needs and operational considerations and will promote quality services and continuity of care. Individual work schedules will usually take into consideration the employee's FTE status and the employee's indicated shift availability at the time of hiring, with adjustments for subsequent changes. Scheduling should not normally result in overtime.

7.11
Work Schedules. The Hospital will post a schedule of each employee's work assignment for not less than a 28-day period and posted not less than two (2) weeks preceding the period of time for which the schedule applies and will maintain the schedule unless changed by agreement with the employee(s) concerned. Employees may exchange assignments among themselves, with the approval of the supervisor, by the use of the schedule change form. Changes to the posted schedule can be made by mutual agreement. After the work schedules have been posted, employees may contact the department scheduler to

see if there is an opportunity to trade with a non-Pool person. Pool Members may accept scheduling trades with regular staff if the Nursing Director/Manager approves the trade and no other options exist for trading with regular staff.

Employees shall submit scheduling requests for a particular schedule four (4) weeks before the first day of that schedule. Such requests shall be honored as submitted unless discussed with the employee and reasonable attempts at alternate arrangements are made. A uniform request form shall be used with a copy to the employee. This paragraph shall not apply to low census requests. The Hospital shall make every reasonable effort to utilize qualified employees covered by this Agreement before resorting to an outside pool.

Employees who rotate will not be scheduled to work more than two different shifts per monthly schedule except on a voluntary basis. The previous schedule will be referenced in an effort to minimize back to back shift rotation. Rotation schedules will be finalized prior to making hours available to Pool staff.

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7.14
Nothing in this article shall be construed as a guarantee by the Hospital of any amount of hours, work or pay, or as a limitation on the hours of work that may be assigned to employees on a daily or weekly basis, subject to the scheduling procedures outlined in other sections of this article.

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ARTICLE 8
On-Call, Call-In, Call-Back, Report Pay

8.01
On-Call. Employees required to be "on-call" shall be paid at the rate of $2.00 per hour while they are on such status.

8.02
In addition to the on-call pay above, on-call employees shall be paid at one and one-half times their straight time rate (with a minimum of two (2) hour's pay) when required to report to a call. Employees who are called in and work more than two (2) hours within each eight (8) hour period shall receive a $40.00 bonus for each eight (8) hour period. The Hospital shall make beepers available to all on-call employees.

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ARTICLE 15
Assignments, Transfers, and Reassignments

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15.11
Staffing. The Hospital will determine and attempt to provide adequate numbers of Registered Nurses and auxiliary nursing personnel on all shifts as necessary, consistent with, statewide and national professional standard of care and professional guidelines and will fill approved vacancies promptly as needed, in order to provide safe and adequate nursing care or services and to make maximum utilization of the training and competencies of all nursing personnel.

Changes in staffing ratios will be reviewed at Labor/Management meetings.

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ARTICLE 24
Problem Solving

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C. The decision of the arbitrator, if within the arbitrator's authority, shall be final and binding upon the employee, the Hospital and the Union. The arbitrator shall have no authority to add to, take from, nullify, modify or alter any of the terms or provisions of this Agreement; or to impair any of the rights reserved to management, directly or indirectly, under the terms of this Agreement, including substituting his or her judgment for that of management; and the sole authority of the arbitrator is to render a decision as to the meaning and interpretation of this Agreement with respect to issue(s) presented to the Arbitrator (sic) by the parties. If a matter is beyond the scope of the arbitrator's authority, s/he shall return the submission to the parties without action.

. . .

ARTICLE 29
Rules of Construction

In construing this Agreement, past practice shall not be considered except to the extent necessary in order to construe a provision of this Agreement that is found to be ambiguous, and past practice shall not be or become part of this Agreement.

Nothing shall be deemed a past practice unless it meets each of the following tests:

(1) long continued;
(2) certain and uniform;
(3) consistently followed;
(4) generally known by the parties hereto; and
(5) not in opposition to the terms and conditions in this Agreement.

. . .

BACKGROUND

At all times material hereto, the Hospital has had an "on-call" system that was available to regular staff and internal float pool members. By placing their name on the on-call sheet, these nurses obligated themselves to work the four-hour block of time for which they had signed, if called in to work that block of time.

At all times material hereto, the Grievant, Gerald Hawley, was a registered nurse employed by the Hospital as an internal float pool member providing registered nursing services in the Hospital's Intensive Care Unit (ICU) and in the Cardiovascular Intensive Care Unit (CV-ICU). Under the "on-call" system, the Grievant was on-call to work in either of the aforementioned critical care units for the night shift commencing at 2300 on Saturday, December 4, 1999. Specifically, the Grievant was "on-call" for one four-hour block of time commencing at 2300 and one four-hour block of time commencing at 0300.

At approximately 2130 hours on December 4, 1999, a Hospital supervisor telephoned the Grievant and asked the Grievant to work the 0300 to 0700 shift in the ICU. Prior to that time, the Hospital contracted with RN Johnson, an agency pool nurse, to work eight hours in the CV-ICU shift from 2300 on Saturday, December 4 to 0700 on Sunday, December 5, 1999.

Johnson worked as contracted. Subsequently, a grievance was filed claiming, in relevant part, that, on December 4, 1999, the Grievant was contractually entitled to work from 2300 to 0700 "rather than external pool [nurse]."

POSITIONS OF THE PARTIES

Union

Section 7.11 of the parties' 1997-2000 collective bargaining agreement provides, in pertinent part, that "The Hospital shall make every reasonable effort to utilize qualified

employees covered by this Agreement before resorting to an outside pool." In a prior Award, involving Grievant Strelow, Arbitrator Gratz determined that the "every reasonable effort" provision is applicable to all hospital decisions regarding utilization of bargaining unit versus "outside pool RN's." In particular, Arbitrator Gratz determined that it applies when the Hospital chooses between an agency nurse and a bargaining unit nurse who is on-call to work, all or some, of the same hours for which the agency nurse is available.

In *Strelow*, an agency nurse was assigned to work an entire PM shift. Strelow, a bargaining unit nurse, was on-call to work the last four hours of the shift. With the agency RN, there was adequate staffing for the entire shift. Arbitrator Gratz concluded that, under the facts and circumstances of the case, it would not have been reasonable to require the Hospital to replace the agency RN with Strelow, when such an action would have caused unnecessary interference with continuity of patient care. Arbitrator Gratz also concluded that it would not have been reasonable to require the Hospital to have Strelow work in addition to the agency RN.

This case is the factual opposite of *Strelow* in that Strelow was on call for only four hours of a regular eight-hour shift. In this case, the Grievant and the agency nurse are identically situated in that each was available to work the entire night shift.

There is no direct evidence of any efforts that the Hospital made to comply with the requirements of Section 7.11, since the Hospital's only witness, Rickaby, was not involved in such efforts. The Hospital's argument that Johnson would have been unwilling to come in for only the last four hours of the shift is speculative.

The Hospital insists that structuring its on-call schedule around four hour blocks of time, rather than eight, is required for the staffing flexibility needed in the CCU's. Ironically, however, the Hospital does not structure its utilization of agency nurses around a four-hour block of time. Rather, it pleads that agency nurses expect eight hours, so that is what the Hospital must schedule.

Acceptance of the Hospital's argument would permit an agency nurse to trump the bargaining unit nurse's superior claim, assured by Section 7.11, simply by saying that he or she won't work unless given certain hours. Moreover, by arguing that the only way to ensure Johnson's availability for the back half of the shift was to use Johnson, instead of Grievant, for the front half of the shift, the Hospital turns on its head the argument that it successfully made in *Strelow*.

Nurse Siemaszko had declared herself a "can try" for the time period in which the Hospital claims would have had the hole in ICU if Johnson would have been unwilling to come in at 0300. The record fails to demonstrate that the Hospital made any effort to call Siemaszko. Had it done so, and had Siemaszko said yes, then the Hospital could have cancelled Johnson and used the Grievant for the full shift of CV-ICU. Had it done so, and

Siemaszko had said no, or had not responded, then the Hospital would have had to utilize the Grievant for the full shift and undertake whatever additional steps it deemed appropriate to ensure Johnson's availability for the last four hours.

The Grievant was available to work the entire night shift in either ICU or CV-ICU. Under Section 7.11 of the contract, the Grievant, an internal float pool nurse, should have been called in to work the entire night shift, instead of Johnson, the agency pool nurse. By calling an agency nurse to work the full night shift in CV-ICU on December 4-5, 1999, and calling the Grievant to work only the last four hours of the night shift, the Hospital has failed to make every reasonable effort to utilize bargaining unit personnel before resorting to an outside pool, in violation of Section 7.11 of the contract.

The Arbitrator should sustain the grievance. The Arbitrator should retain jurisdiction for a reasonable period of time so that the parties may agree upon an appropriate remedy and, absent such agreement, submit the remedy question to the Arbitrator.

Employer

In *Strelow*, Arbitrator Gratz stressed that the application of the "every reasonable effort" language in Section 7.11 to the staffing process would not "necessarily result in such harsh or inequitable outcomes that the parties could not have mutually intended them." He emphasized that "the Agreement calls only for every 'reasonable' effort, not every conceivable effort."

In formulating the "reasonableness" test, Arbitrator Gratz stated, "[t]he reasonableness of any particular effort claimed due under the provision would appropriately take into account all of the surrounding circumstances, including all operational considerations bearing on the decision." "Thus," he concluded, "application of the sentence in question to cases of this kind does not require Hospital efforts that would prevent the Hospital from operating its business, nor does it prohibit consideration of such basic factors as continuity of care and other patient care concerns when day-of-the-shift staffing decisions are made and when and if they become the subject of the Art. 24 Problem Solving procedure."

Arbitrator Gratz' test and analysis is controlling in this case. The fact that the Hospital could have called the Grievant in to work in the Critical Care units between 11:00 p.m. and 3:00 a.m. does not mean that the Hospital violated Section 7.11 when the Grievant was not called in to work those hours. To conclude otherwise, would be to alter the language of Section 7.11 to require "every conceivable" effort.

All staffing decisions must be considered within the time constraints and circumstances in existence at the time that the staffing decisions had to be made. The House Supervisor had

five holes to fill for both the 11:00 p.m. to 3:00 a.m. and 3:00 a.m. to 7:00 a.m. blocks of time. The House Supervisor had six nurses available for the first block of time, i.e., five bargaining unit nurses and Johnson. The House Supervisor had five nurses available for the second block of time, i.e., four bargaining unit nurses, including the Grievant, and Johnson. As the House Supervisor could discern on Saturday afternoon, Johnson was definitely needed for the second half of the shift. It would not be reasonable to require the House Supervisor to cancel a "sure thing" and "call around" to determine if any bargaining unit employee was willing to work a four-hour block of time in the middle of the night.

The parties never intended a "reasonable effort" to include creating additional staffing challenges and it would not be reasonable to require the Hospital to put itself in an unnecessary position where it might be short staffed. Not only would such a requirement be inconsistent with the intent of Section 7.11, but also, it would clearly violate the Hospital's obligation to serve the public by providing high quality, efficient and economical care, and in meeting emergencies.

To have the Critical Care area adequately staffed between 7:00 p.m. on Saturday, December 4, 1999 to 7:00 a.m. on Sunday, December 5, 1999, while using only one agency nurse, speaks volumes about the reasonableness of the staffing efforts of the House Supervisor. This pattern of regular staffing, under the existing pressures and challenges, demonstrates that the Hospital made every reasonable effort to utilize bargaining unit nurses.

Arbitrator Gratz has recognized that there are times when the Hospital may use an agency nurse when a bargaining unit nurse has expressed availability to work the same hours. Specifically, Arbitrator Gratz held that the Hospital is not obligated to utilize a bargaining unit employee before resorting to an agency nurse if this would undermine the Hospital's obligations regarding patient care, as described in Section 4.01 of the Agreement.

To have the Grievant and Johnson both work, is a requirement that was addressed and rejected by Arbitrator Gratz as unreasonable. Arbitrator Gratz' finding is controlling in the present case. Just as it is beyond "reasonable" to require the Hospital to overstaff, it is also beyond "reasonable" to require the hospital to jeopardize staffing of the second half of the night shift by canceling the first half of Johnson's shift.

As explained by Supervisor Rickaby, the agency has rules with respect to the cancellation of shifts, or parts of shifts. The few occasions in which the Hospital cancelled the back half of an agency nurse's shift caused problems with agency nurses and the agency. There is a serious issue as to whether agency nurses would agree to work at the Hospital if they could not count on a full shift of work. It is beyond "reasonable" to require the Hospital to act in ways that seriously put the viability of agency staffing in jeopardy.

To accept the Union's position, would be to require the Hospital to cancel any part of an agency nurse's shift if a bargaining unit employee was qualified and available to work. Page

Arbitrator Gratz patently refused to adopt such an interpretation of Section 7.11 because he recognized the significance to the Hospital of maintaining viable relationships with the agency and agency nurses. Bargaining unit nurses would be burdened by mandatory overtime and denied requests for time off if they were required to meet all staffing needs.

Arbitrator Gratz' decision was based primarily upon the unique circumstances and considerations involved in the staffing process. The circumstances and considerations of the staffing decisions in the present case provide even greater support for the reasonableness of the Hospital's staffing process. The grievance should be denied.

DISCUSSION

Issue

The grievance, as filed, claims that "gerry should have worked from 23-03 rather than external pool or a nurse who was not on call." The use of the "nurse who was not on call" was not an issue in this proceeding. Inasmuch as the Employer's statement of the issue more accurately reflects the issue that was presented in the grievance and remains in dispute, the undersigned has adopted the Employer's statement of the issue.

Merits

As reflected in each party's statement of the issue, the undersigned has been asked to determine if there has been a violation of Section 7.11 of the parties' 1997-2000 collective bargaining agreement. Of specific relevance to this proceeding is that portion of Section 7.11 that states "The Hospital shall make every reasonable effort to utilize qualified employees covered by this Agreement before resorting to an outside pool."

In a prior grievance arbitration proceeding, Arbitrator Gratz concluded ". . . that, notwithstanding the implications of its placement in the Agreement, the generally-phrased 'every reasonable effort' sentence of the Section 7.11 is applicable to all Hospital decisions regarding utilization of bargaining unit vs. outside pool RNs, and not just those involved in the creation of the 28-day schedule." In interpreting Section 7.11, Arbitrator Gratz concluded that:

> . . . the Agreement calls only for every "reasonable" effort, not for every conceivable effort. The reasonableness of any particular effort claimed due under the provision would appropriately take into account all of the surrounding circumstances, including all operational considerations bearing on the decision. Thus, application of the sentence in question to cases of this kind does not

> require Hospital efforts that would prevent the Hospital from operating its business, nor does it prohibit consideration of such basic factors as continuity of care and other patient care concerns when day-of-the-shift staffing decisions are made and when and if they become the subject of the Art. 24 Problem Solving procedure.

These conclusions of Arbitrator Gratz are controlling in this case.

As Arbitrator Gratz recognized in his Award, it is for the Hospital, and not the Arbitrator, to determine appropriate staffing levels. The staffing levels of relevance to this case are the staffing levels of the night shift in the critical care units that commenced on Saturday, December 4, 1999.

Hospital staffing decisions that are not in dispute filled all but three staffing "holes" in the critical care units. The three "holes" were one four-hour block of time from 2300 to 0300 in the CV-ICU and two four-hour blocks of time from 0300 to 0700, one in the CV-ICU and one in the ICU. The Hospital contracted with an agency nurse, RN Johnson, to work the two four-hour blocks in the CV-ICU and, subsequently, the Grievant was called in to work the four-hour block in the ICU.

At the time that the Hospital decided to use the agency nurse, it was in possession of an on-call schedule that indicated that the Grievant was on-call on December 4, 1999 from 2300 to 0300 and, on December 5, 1999, from 0300 to 0700. The parties do not argue, and the record does not demonstrate, that the Grievant was not qualified to perform the work that was performed by the agency nurse. Thus, under ordinary circumstances, it would have been a "reasonable effort" for the Hospital to call in the Grievant to work from 2300 to 0700 in the CV-ICU "before resorting to an outside pool," i.e., the agency nurse.

The facts in the present case are not identical to the facts in *Strelow,* decided by Arbitrator Gratz. Significantly, the Grievant in this case, unlike Grievant Strelow, was on-call for the entire period in which the Hospital employed RN Johnson, the agency nurse. Given the fact that the Grievant was available to work in place of RN Johnson for the entire time that RN Johnson was employed in the CV-ICU, it was possible for the Hospital to call in the Grievant to work in place of RN Johnson without adding to the full complement of RN's determined by the Hospital to be needed to perform available work, or affecting the continuity of patient care.

To call in the Grievant to work from 2300 to 0700 in the CV-ICU could have left a four-hour hole in the schedule, i.e., 0300 to 0700 in the ICU. The reason being that the agency nurse, unlike the Grievant, was not obligated to work only this four-hour block of time. It is not evident that the Hospital made any effort to fill the 0300 to 0700 "hole" with any RN

other than the Grievant. Under ordinary circumstances, such a lack of effort would not be reasonable. Thus, under ordinary circumstances, the existence of the scheduling "hole" from 0300 to 0700 would not, in and of itself, excuse the Hospital from calling in the Grievant to work from 2300 to 0700 in the CV-ICU.

The weekend of December 4 and 5, 1999, did not present ordinary circumstances. At that time, the normal weekend patient census was between 90 to 120. During the weekend of December 4 and 5, 1999, the actual patient census reached 160; there were four emergency surgeries; and the emergency room was on full diversion.

On Saturday, December 4, 1999, the ICU patient census was at a capacity fifteen, when the median weekend patient census was ten. On Saturday, December 4, 1999, the CV-ICU patient census was ten, when the median weekend patient census was seven.

The abnormally high patient census, as well as the acuity of the patients, produced exceptionally high weekend staffing requirements. The exceptionally high weekend staffing requirements were exacerbated by the fact that there were an exceptional number of sick calls, i.e., thirty-nine, which created additional staffing "holes."

In an attempt to meet the weekend staffing requirements, the Hospital imposed 20 mandatory overtimes and assigned the STAT nurse a patient assignment. Generally speaking, mandatory overtime is a staffing option of last resort and the STAT nurse does not receive a patient assignment. The Hospital also requested, but the agency was unable to provide, agency nurses for 42 shifts.

The weekend staffing burden was so great that the house supervisor, who normally staffs on weekends, called in staffing office secretaries to assist in filling "holes" in the staffing schedules. A number of supervisors and/or managers that normally did not work on weekends were also called in to work during the weekend of December 4 and 5, 1999.

In summary, to provide requisite coverage in the critical care units during the night shift beginning December 4, 1999, the Hospital needed one RN to work 2300 to 0700 in CV-ICU and one RN to work from 0300 to 0700 in ICU. The agency nurse, unlike the Grievant, was not obligated to work a four-hour shift from 0300 to 0700. Thus, by using the agency nurse to work eight hours in CV-ICU, rather than the Grievant, the Hospital ensured that it had requisite coverage.

To require the Hospital to call in the Grievant to work from 2300 to 0700 in the CV-ICU would have guaranteed requisite coverage in the CV-ICU, but would have jeopardized requisite coverage in the ICU. Under the exceptional staffing and operational circumstances that were present on December 4 and 5, 1999, to require the Hospital to risk creating a staffing "hole" between 0300 and 0700 in the ICU and imposing upon the staffing

office the burden of filling a staffing "hole" that need not exist would be beyond reasonable. Accordingly, the undersigned concludes that, under the circumstances of this case, the Hospital did not violate Section 7.11 when the Grievant was not called in to work between 2300 hours on December 4, 1999, and 0300 hours on December 5, 1999, when RN Johnson worked those hours in the CV-ICU.

Based upon the foregoing, and the record as a whole, the undersigned issues the following

AWARD

1. Section 7.11 of the 1997 – 2000 collective bargaining agreement was not violated when the Grievant was not called in to work between 2300 hours on December 4, 1999, and 0300 hours on December 5, 1999, when an agency pool employee worked those hours in the CV-ICU.

2. The grievance is denied and dismissed.

Dated at Madison, Wisconsin, this 15th day of June, 2001.

Coleen A. Burns /s/
Coleen A. Burns, Arbitrator

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