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STATE OF WISCONSIN
BEFORE THE ARBITRATOR

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the Petition of the

CITY OF GREEN BAY COMMUNITY HEALTH NURSES,
LOCAL 1672- AFSCME, AFL-CIO

Case 216
No. 46475
INT/ARB-
6193

and

CITY OF GREEN BAY, WISCONSIN

Decision No. 27141-A

APPEARANCES

James E. Miller Staff Representative, Wisconsin Council
40, AFSCME, AFL-CIO for the Union

Judith Schmidt-Lehman For the City of Green Bay
Assistant City Attorney
Green Bay, Wisconsin

INTRODUCTION

On April 7, 1992, the Wisconsin Employment Relations Commission (WERC) appointed the undersigned to act as arbitrator pursuant to Section 111.77 of the Municipal Employment Relations Act (MERA) in the dispute between the City of Green Bay (Hereinafter the "Employer" or the "City") and AFSCME Local 1672-A (hereinafter the "Union"). On July 8, 1992, an arbitration hearing was held between the parties pursuant to statutory requirements, and the parties agreed to submit briefs. Briefing was completed on September 15, 1992. This arbitration award is based upon a review of the evidence, exhibits and arguments, utilizing the criteria set forth in Sections 111.77(6), Wis. stats. (1991)

ISSUE

Shall the Labor Agreement between the parties be amended to include the language contained in the Union's final offer or shall that language be omitted from the agreement?

THE UNION'S POSITION

The Community Health Nurses (The " Nurses", or the CHNs") perform a number of public health tasks within the City. These can range from epidemic testing, to health screening, and are difficult to anticipate, in some cases. Although some work is continuous and routine, from time to time an epidemic or other health crisis may cause the staff to concentrate its efforts on a limited range of work.

It is impossible to predict when such emergencies may occur. As a result, CHNs must have a number of skills that may be called upon only sporadically but may be used intensively when needed.

Until relatively recently the drawing of blood (as used here the term "drawing of blood" shall mean by vena blood draw as distinguished from puncture draws) was a skill rarely called upon. It appears from the testimony at the hearing that prior to 1985 no one in this unit performed such draws.

Since then the CHNs have been increasingly required to acquire and use this skill. One member of the unit does this work on a continuous basis, but all are called upon to do draws as the occasion and the public's welfare demand.

Until this round of bargaining the Union felt that it was not necessary to ask for extra compensation for performing this function. However, since the need to do draws increased and since the entire staff has become competent to do draws and because there is a measure of health risk to persons doing draws on persons who might be ill with a disease that can be transmitted by blood, the CHNs have decided to ask for an extra \$75.00 per month in these negotiations.

Because this is a very small bargaining unit and the compensation requested is modest, the total impact of the Union's offer will have little effect upon the City's budget.

The Union has surveyed other public health nurse departments within the state and feel the results obtained are not helpful in establishing a pattern of compensation in Wisconsin. The duties of the different departments are not similar but have evolved over time to satisfy the public's need for health protection and care, just as has happened in Green Bay. Therefore, the Union would have the arbitrator concentrate upon the evolution of this group of nurses without regard for other nursing staffs.

And this unit of nurses does blood draws when the occasion requires. This was not the situation before this bargaining, even though members of the unit did draws before work began on this contract. It is the position of the Union that the nature of their job has changed since the last contract was signed. Blood draws are now a permanent portion of their job description and thus it is proper to ask for a change in their compensation package.

THE CITY'S POSITION

In the City's view the burden of sustaining their request rests with the Union, and it has failed to sustain that burden.

Even the figure of \$75.00 per month has not been justified in any way. No information has been presented as to how that amount was determined. It seems as though the amount was simply pulled out of the sky, and was not given solid consideration by the Union before it was presented in bargaining. No relationship has been

established between the benefit sought and the task involved.

The City states it is surprised by this request. The requirement of doing blood draws is not a new one and there has been no mention of the Union's feeling about the function before this bargaining. There have been no grievances or other protest about the task.

Nor has the Union, in the City's opinion, established that other units performing similar functions receive extra pay for drawing blood. This is true even in Green Bay itself where firefighter paramedics draw blood and are paid no extra money. No other unit which is subject to regular exposure to illness from blood in Green Bay receives extra compensation for that risk.

In short, the Union's request is ill-founded and without basis and ought to be rejected by the arbitrator.

DISCUSSION

In the course of the arbitration hearing it became clear that there was a question as to the fundamental nature of the Union's wage request. It was finally determined by the parties that the CHNs were asking for a wage premium based upon the blood drawing function, not for a general wage increase.

It was also agreed that unit members who were not designated to perform blood draws would not receive the premium. Thus a nurse who was on the list of persons whose functions included blood draws would receive the payment, even if that member did not actually perform the task during the pay period. If a member was specifically removed from the blood draw list, that CHN would not receive the premium.

The Union is correct when it asserts that vena puncture requires special training and experience. A botched blood draw can have unfortunate consequences for the patient. It is not a function to be taken lightly or without proper training.

What is not clear is whether that the over-all job description of a CHN has been altered enough to warrant a premium pay contract. Members of the unit have been doing vena puncture draws for many years without extra compensation. It may be that the procedure is becoming more usual and that many more are being done today than in the past, but there has been no information presented to the arbitrator that adequately supports such a view.

The Union has attempted to show how their job has changed over the years because of vena draws, but it is not supported by hard data. Most jobs change over the years and the Union brought in a witness who gave useful testimony regarding how job change may act as a justification for changes in pay. But the evidence presented by the Union did not adequately support that position.

The Union is surely correct when it says that members may go for

some time without performing the vena puncture procedure and then, because of circumstances which may suddenly arise, find themselves doing a large number of such draws.

The problem is that there is no data here that indicates how the nature of the job has changed since the function became required. Although figures for a short period may not be useful, surely there must be a way to indicate whether or not there has been an increase over a long period. Year-to-year data would be helpful and might well justify an alteration in compensation. Such data was not presented in this matter.

DECISION

For the reasons discussed above, the final offer of the City of Green Bay shall be incorporated in the labor agreement between the parties.

Dated this 12th day of April, 1993

Robert L. Reynolds, Jr.
ROBERT L. REYNOLDS, JR.
Arbitrator.

by: W.J.H.