

BEFORE THE ARBITRATOR

 :
 In the Matter of the Arbitration :
 of a Dispute Between :
 :
 L E PHILLIPS MEMORIAL PUBLIC :
 LIBRARY EMPLOYEES, LOCAL NO. 284-A, :
 AFSCME, AFL-CIO :
 :
 : Case 1
 and : No. 42205
 : A-4441
 L E PHILLIPS MEMORIAL PUBLIC LIBRARY :
 :

Appearances:

Mr. Jack Bernfeld, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CIO, 5 Odana Court, Madison, Wisconsin 53719, appearing on behalf of the Union.
Mr. Jeff Hansen, Assistant City Attorney, City of Eau Claire, 203 South Farwell Street, Eau Claire, Wisconsin 54702-5148, appearing on behalf of the Employer.

ARBITRATION AWARD

L E Phillips Memorial Public Library Employees, Local 284-A, AFSCME, AFL-CIO, hereinafter called the Union, and L E Phillips Memorial Public Library, hereinafter called the Employer, are parties to a collective bargaining agreement which provides for the final and binding arbitration of grievances. The Union, with the concurrence of the Employer, requested the Wisconsin Employment Relations Commission to appoint an arbitrator to hear and decide the instant dispute. The Commission appointed Coleen A. Burns, a member of its staff as Arbitrator. Hearing in the matter was held on Friday, November 10, 1989 in Eau Claire, Wisconsin. The record was closed on January 19, 1990, upon completion of the post-hearing briefing schedule.

ISSUE:

The Employer frames the issue as follows:

1. Was the Employer within its right when it selected someone other than Jean Pickerign for the position of Library Associate II in the Library in February, 1989?
2. Did Management change the qualifications for the Library Associate II position in Technical Services in February, 1989 without notifying the Union?

The Union frames the issue as follows:

1. Did the Employer violate the contract when it failed to select Jean Pickerign for the Library Associate II position?
2. If so, what is the appropriate remedy?

RELEVANT CONTRACT LANGUAGE:

. . . .

ARTICLE 2 - MANAGEMENT RIGHTS

The Employer reserves and retains solely and exclusively all of its rights to manage its own affairs. The sole and exclusive rights of Management which are not abridged by this agreement shall include but are not limited to: its right to determine the services and level of services to be offered by the Employer; to establish or continue reasonable policies, practices, and procedures for the conduct of the operation of the Employer and from time to time to change or abolish such policies, practices, or procedures; the right to determine and from time to time redetermine the types of operations, methods, and processes to be employed; to discontinue processes or operations or to discontinue their performance by employees of the Employer; to determine the number and types of employees required; to assign work to such employees in accordance with the requirements determined by the Employer; to temporarily change assignments; to temporarily transfer, promote, lay off, terminate or otherwise relieve employees because of lack of work or for other legitimate reasons. The

Employer agrees that it will not exercise its right under this Article in such manner as to violate the terms of this Agreement. This section shall not in any way limit the statutory rights of the Employer, the Union, or the employees.

. . .

ARTICLE 7 - JOB POSTING

1. All new or vacated positions shall be posted on the bulletin board in the staff lounge for five (5) working days on a form (furnished by the Employer) stating that the job is to be filled, the date the job is to be filled, qualifications, and the rate of pay. Interested employees shall sign their names to this notice. However, employees currently serving a trial and training period may not accept a posting in another vacant position unless they return to the position they held prior to their current trial and training period. Probationary employees are not eligible to sign postings unless this prohibition is waived by management.

The position shall be assigned to the most senior qualified employee who has the ability to perform the job. If no full-time employee is awarded the position, part-time employees will be considered based on their seniority and ability to perform the work.

2. During, or at the completion of, a six-month trial and training period, the Employer may elect to return the employee to his/her former position if such employee is unable to or fails to perform the required duties of the position obtained through the job posting procedure, or the employee may elect to return to his/her former position. However, the Employer may not take such action, until the employee has completed at least one month of the trial and training period. Upon working in the new position after the six-month period, the employee shall be considered as having qualified for the new job and both the Employer and the employee shall lose any right to return or be returned to his/her former position.

. . .

ARTICLE 8 - SENIORITY

1. Bargaining unit seniority shall begin at the time of original employment in a represented position which is followed by continuous service and shall not be diminished nor increased by unpaid leaves of absence or temporary layoffs due to lack of work or funds. The principle of seniority shall apply to promotions within the bargaining unit (as set forth in Article 7), transfers, decrease or increase of the working force, decrease or increase in hours, as well as shiftwork, and choice of vacation period provided however, that in every case, the exercise of seniority shall be allowed only when the abilities and qualifications of the remaining employees affected by such exercise of seniority are sufficiently high so that the Employer's service to the public is not adversely affected.

. . .

BACKGROUND:

The Employer operates a public library in Eau Claire, Wisconsin. The Library is divided into several departments. One such department is the Technical Service Unit, which has the primary responsibility for processing and cataloguing Library materials. Three broad types of material are catalogued: adult, children, and audio-visual material. In cataloguing this material, the Library employees use the OCLC system, which is a national computer data network providing cataloging information. Data provided by the OCLC system is edited by Library employees to conform to Library requirements. The edited material provides the basis for producing the Library's catalog cards. The edited OCLC information, which the Library uses for its internal inventory and cataloging procedures, is placed into the Library's own computer network, i.e., VTLS. At times, there is no OCLC information available and Library employees must develop original cataloging material.

Jean Pickerign, hereinafter the Grievant, has been employed by the Library for more than 16 years. During this 16 year period, the Grievant has worked in a variety of positions. Since January, 1980, the Grievant has worked

as a full-time Library Assistant II in the Technical Services unit. The job description for her position, the Library Assistant II (Input Assistant for Technical Service), is as follows:

QUALIFICATIONS

DESIRABLE: High School graduate with typing and ability to perform duties listed below:

- 1.Sort and interfile shelvest and public catalog cards
- 2.Tie continuation cards
- 3.Affix labels to cards and pockets
- 4.Type cards and pockets
- 5.Type catalog cards
- 6.Update cards for serials and added copies
- 7.Withdraw shelvests and catalog cards
- 8.Type cross references
- 9.Do some processing on various non-book items
- 10.Search and print out on OCLC
- 11.Edit records and produce catalog cards and labels on OCLC from cataloging on printouts
- 12.Input original cataloging from workforms
- 13.Edit records for fiction, and produce cards and labels.
- 14.Check in OCLC cards sets
- 15.Circulation desk duties
- 16.Miscellaneous other duties as directed

In February of 1989, the Library posted a vacancy in a Library Associate II position in the Technical Services Unit. This vacancy was created when Pat Hawkins, a 23-year employe of the Library, retired. The position posting for this vacancy was as follows:

POSITION: Library Associate II in Technical Services Unit

HOURS: 40 hours per week

WAGE RATE: \$9.93 - \$11.44 per hour

DATE AVAILABLE: March 1, 1989

EDUCATIONAL Bachelor's degree from

QUALIFICATIONS: accredited college or univer-sity or equivalent in training and experience. Minor in Library Science or equivalent in training and experience.

DESIRABLE Knowledge of and ability to

QUALIFICATIONS: catalog children's fiction and non-fiction Library materials and adult fiction. Children's and Young Adult literature coursework. Typing skills of 50 NWPM. Good oral and written communication skills and interpersonal skills. Ability to supervise. Accuracy and efficiency.

SUMMARY: Under general supervision performs cataloging, public service, and supervisory functions which maintain the efficient flow of materials through the Support Services Department.

PRINCIPAL ACTIVITIES:

Performs copy cataloging tasks online (OCLC) of children's Easy and Fiction materials. Produces cards, labels and operates VTLS link, editing for VTLS input.

Edits printouts for children's nonfiction and audiovisual materials. Assigns call numbers, subject headings, and edits records to conform with VTLS input.

Catalogs adult fiction and adult nonfiction overflow under supervision of Librarian I.

Plans workflow of Technical Services Unit with Librarian I and Department Head.

Instructs and trains support staff in Technical Services Unit.

Works at public desk.

Updates, merges, and edits on local database to correct errors or enhance records.

Checks in OCLC cards.

Develops system for tracking materials received.

Keeps statistics on own work.

Participates on staff committees.

Responsible for Unit in absence of Librarian I.

Other duties as directed.

The Grievant was the senior bargaining unit employe who signed for this posting. The Grievant was not selected for the position. The Grievant was advised that since she lacked a Bachelor's Degree and a Library Science Minor, or their equivalent in training or experience, she was not qualified for the position.

On March 2, 1989, a grievance was filed in which it was alleged that the Employer violated the collective bargaining agreement when (1) it did not notify the Union when it changed the qualifications for the position of Library Associate II and (2) the Employer did not give consideration to the Grievant's previous training and experience. To remedy the alleged contract violation, the Union requested that the Grievant be placed in the Library Associate II position and that she be made whole. The grievance was denied and, thereafter, submitted to arbitration.

POSITIONS OF THE PARTIES:

Union:

Article 7 (1) establishes criteria for filling of bargaining unit vacancies such as the Library Associate II position in dispute. The provision, in pertinent part, states that job vacancies shall be filled on the following basis: "The position shall be assigned to the most senior qualified employee who has the ability to perform the job. If no full-time employee is awarded the position, part-time employees will be considered based on their seniority and ability to perform the work."

The promotion standard established in the contract is known as "sufficient ability" provision. The burden is placed on the employer to show that the senior employe is not competent for the job. The fact that another applicant may be more competent is irrelevant. The Employer has not established that the Grievant, the most senior bargaining unit applicant, was not qualified for the Library Associate II position.

It is conceded that the Employer does have some authority to establish reasonable position qualifications. However, the qualifications established by management must relate directly to the performance of the job and the employe's ability to meet these requirements. The educational requirements set by the Employer in this case, i.e., a baccalaureate degree with a Library science minor, was unwarranted and violates the contract. The Library Associate II position in the Technical Services Unit was created in 1984, when Hawkins was reclassified from Library Associate I. While Hawkins was the incumbent, a college degree was not required for this position. Brenda Giebink, the individual selected for the position, has performed the same duties and responsibilities which were previously performed by Hawkins. The addition of Adult material related duties in the job description is insignificant. Giebink has not catalogued Adult Fiction since assigned to the position. The cataloging of Adult Fiction has been performed by Library Assistant I's including the Grievant. The Library has not offered any meaningful rationale for the change in the required educational qualifications. Their stated interest in selecting a "well-rounded" employe is simply specious. Since the job duties have not changed, the Employer has no right to arbitrarily and unreasonably change the job requirements. The position has always required a High School diploma or equivalent and there is no reason for a change.

It is irrelevant that the Library may have required college level education for other Library Associate II's. As the evidence of bargaining history reveals, the bargaining unit has been concerned that the Employer will limit promotional opportunities by requiring college level achievement for certain positions. The Jane James grievance involves this very issue. In that case, the Library rejected an employe for a Library Associate I position because she lacked a college degree. In resolving that grievance, the Library agreed to use equivalent experience and/or training in making selections. This was meant to ensure that those without an advanced degree would be able to qualify for promotional opportunities. The Employer was to base its determination of qualifications on whether or not the applicant could do the job and not simply on the basis of educational achievement. In addition to considering experience and training in lieu of educational achievement, the Employer agreed to notify the Union whenever it "plans to upgrade a position."

The purpose of this provision was to give employes leadtime to prepare for advanced or changed job requirements. It was the Union's intent that "upgrade" meant, among other things, changes to the educational job requirements. The Employer's assertion that "upgrades" does not include educational or job requirements is without merit. Clearly, by establishing a higher standard of for the position, the position was "upgraded." When the settlement of the Jane James grievance was reached on October 20, 1986, the Employer asserted that it was "not aware of any plans to upgrade a position as of today's date." The Grievant's interest in Hawkin's position was well-known at the time of the grievance settlement. At the time of the settlement, Hawkins was not far from retirement. The Employer's failure to inform the Union or the Grievant that it planned to upgrade the job requirements of the position was deliberate and designed to frustrate the Grievant's attempt to advance to Hawkin's position. The Grievant had prepared herself for the Library Associate II position by enrolling in the Library Science courses that the Employer had declared were "desirable requirements," as set forth in the Hawkin's job description. Library management knew of the Grievant's interest in the Hawkin's position and was aware that she had taken the Library Science courses referred to in the Hawkin's job description. No Employer representative, however, ever notified the Grievant or the Union that they intended to upgrade the educational requirements of the job. Accordingly, the Grievant was deprived of any chance to meet the educational requirements for the position.

It is undisputed that the Employer first informed the Union of the upgrade in the Library Associate II position two weeks after it was posted. By such conduct, the Employer violated the express provisions and certainly the spirit of the Jane James grievance settlement. Accordingly, they have violated the contract.

Assuming arguendo, that the change in the job requirements is found to be appropriate and the failure of the Employer to notify the Union of the upgrade in the Library Associate II position is also found to be appropriate, the Employer has violated the contract by failing to select the Grievant for the position. Even measured against the new standards for the position, the Grievant is qualified for the job. The Grievant has worked hand-in-hand with Hawkins for nearly a decade. The Grievant has performed most, if not all, of the principal activities of the Library Associate II position. Specifically, the Grievant has had extensive cataloging experience, from Adult-Audio Visual to Adult Fiction. While the Grievant has not directly cataloged children's material, it has been her regular assignment to input edited children's material into the OCLC system. Indeed, Hawkins relied on the Grievant's expertise and knowledge of the system when editing children's material. As a mother, the Grievant is thoroughly familiar with the children's material available at the Library and as an employe has inputted children related information for years. The Grievant has worked extensively with OCLC and the VTLS link during the past decade in all aspects of their operation, including producing cards and labels and updating, merging and editing on the local data base. While the job description indicates that the Library Associate II would catalog adult nonfiction overflow, in more than nine months in the position, Giebink has not done so. Even if this were a requirement, there is no doubt that the Grievant is able to perform this task. The Employer's effort to disparage the grievant's work record is belied by the lack of criticism in any of her annual evaluations.

In summary, the Jane James settlement requires that, in lieu of educational qualifications, a bargaining applicant can have equivalent training and experience. This is not training and experience equivalent to the educational qualifications set forth in the job description, such as a baccalaureate with a Library Science minor, but is equivalent to the training and experience that would otherwise qualify her to perform the job. As the Grievant's testimony demonstrates, the Grievant's experience and training is equivalent to most of the course requirements for a Library Science minor.

The "desirable qualifications" contained in the job posting must be distinguished from the required education or other qualifications for the position. The Grievant, however, does possess the "desirable qualifications." The Grievant clearly has the knowledge and ability to catalog these areas and she can type at least 55 words per minute. She has demonstrated in her job, and as a Union official, that she has good oral and written communication skills. The Grievant certainly has good inter-personal skills, has been an effective supervisor and has proven herself to work at a high level of accuracy and efficiency.

The Grievant is well-qualified for the position of Library Associate II. The Employer violated the contract when it failed to select the Grievant for the Library Associate II position. While the Grievant undoubtedly can perform all aspects of the position, the contract does not make that a precondition for selection. Indeed, the contract anticipates that successful applicants will receive training in the position. Article 7 (2) requires that the successful bidder position be given a "... six month trial and training period". This period of time is allotted to the employe to qualify for the position. The Grievant is entitled to this opportunity. In remedy of the Employer's contract violation, the Arbitrator should award the Grievant the Library Associate II position in the Technical Services Unit. Further, the Grievant should be made whole for all losses due to the Employer's contract violation and any other

relief that the Arbitrator finds appropriate.

Employer:

Pursuant to Article 2, Management Rights, of the collective bargaining agreement the Employer retains specific rights as follows:

"The sole and exclusive rights of Management which are not abridged by this Agreement shall include, but are not limited to: . . . to determine the number and types of employees required; to assign work to such employees in accordance with the requirements determined by the employer; . . ."

This contract language clearly establishes that it is the Employer who has the sole authority to promote and assign workers. There is no other contract language which abrogates this authority to the Union.

Article 7, Section 1, of the labor agreement provides as follows: "The position shall be assigned to the most senior qualified employee who has the ability to perform the job." Inasmuch as the Employer has the sole and exclusive right to assign and promote employees it is the Employer's right to determine whether or not a senior employee signing a posting is qualified. The Employer's supervisors, Mildred Larson and Louise Merriam, both concluded that the Grievant was not qualified for the position of a Library Associate II. Each of these supervisors has a Master's Degree in Library Science and extensive experience in Library operations and management. The supervisors conclusion, i.e., that the Grievant, whose work experience as an Assistant II was two levels below that of the job in question, did not have educational qualifications or commensurate work experience to qualify her for this position was reasonable. The successful job applicant, because of her educational background and work experience, was qualified.

The Employer's decision in this matter cannot be overturned unless the decision is capricious, arbitrary or discriminatory. No such facts were established in this case. The testimony of both supervisors demonstrates that through her work experience in the Library, the Grievant has shown an ability to learn job tasks through memorization, but did not exhibit the ability to think independently and take the initiative required of an employee in the Associate II position.

The Union's contention that the Employer changed the qualifications of the Associate II position without first notifying the Union in violation of an October 20, 1986 agreement between the two parties is not relevant to the question of whether or not the Grievant is qualified for the position. However, a review of the settlement agreement reveals that, in the present case, the Employer did nothing improper. "To upgrade a position" means reclassifying to a higher position. In this case, no such reclassification took place. The position was an Associate II classification when it was held by the Grievant's predecessor and was posted as an Associate II classification when that person retired. While the Employer did reassess the educational qualifications necessary for the job, it complied with the Union's request by allowing equivalent experience or training to be a substitute for the educational requirement.

It is important to distinguish between the tenure and qualifications of Hawkins as an Associate II and the application of the Grievant for that position. Hawkins worked in the position for several decades and grew with the position as it changed and expanded throughout the years. This was evidenced by the reclassifications that took place in that job throughout Hawkins' career history. While Hawkins was the epitome of the individual who did not have the educational background but did have commensurate experience and training, the Grievant is not. During the Grievant's 16 years of experience at the Library, she has worked in a number of areas unrelated to Hawkins' position, including several areas where she had problems as an employee. While it is true that the last several years of the Grievant's employment were spent in proximity to Hawkins and some of the job duties were intermingled, these facts do not make her qualified for the position. The Grievant possesses a high school equivalency degree and two college courses, the last of which was taken a number of years ago. The importance of the degree requirement was emphasized by both supervisor Larson and supervisor Merriam when they indicated that this educational requirement gives the applicant a broad background of general knowledge which is put to use in cataloging materials as an Associate II. This point cannot be over-emphasized too much. While management realizes that the education requirement can be overcome by experience and training, the Grievant has not had such experience and training. Contrary to the argument of the Union, the Grievant was not comparable to Hawkins in either her work experience or her training.

In summary, the record demonstrates that the Grievant did not possess experience and training equivalent to that of the educational requirements set forth in the Associate II position description. The record demonstrates, as the supervisors concluded, that the Grievant did not have the ability to think independently, to conceptualize, or to be creative. The Employer's conduct

throughout this process was in good faith, and was not arbitrary, capricious or discriminatory towards the Grievant. The Employer has not violated the labor agreement or the 1986 grievance settlement when it revised the posting for the Associate II position and failed to select the Grievant for this position. Accordingly, the grievance must be denied and dismissed.

DISCUSSION

Grievance Settlement

At issue, is whether the Employer violated the grievance settlement dated October 20, 1986. The provisions of this settlement agreement are as follows:

1. The Union agrees to withdraw the grievance.
2. The Employer agrees that in the future job postings will contain the following statement concerning job qualifications: "Experience and/or training equivalent to"
3. The Employer will notify the Union whenever it plans to upgrade a position (i.e., reclass to a higher position).
4. The Employer is not aware of any plans to upgrade a position as of today's date.

At hearing, former Union Representative Jorgensen gave testimony concerning the Union's understanding of the intent of Paragraphs Two and Three of the 1986 grievance settlement. According to Jorgensen, if the job qualification is a college degree, Paragraph Two was not intended to require experience and training equivalent to the courses required to obtain the college degree, but rather, was intended to require equivalency in "aspects" of the degree which were related to the job. In this case, the Union argues that such "aspects" are Library Science Courses. Jorgensen, however, did not claim that she discussed her understanding of Paragraph Two with the Employer, or that the Employer expressly acknowledged that it shared her understanding. Neither Jorgensen's testimony, nor any other record evidence, demonstrates that the Employer intended Paragraph Two to be given any meaning other than that which is reflected in the plain language of the paragraph. The plain language of Paragraph Two of the settlement agreement requires "Experience and/or training equivalent to" all of the qualifications contained in the posting. There is no language which restricts the Employer's right to determine these "qualifications." Applying the language of Paragraph Two to the present case, the Grievant is not qualified for the Associate II position unless she can demonstrate that she possesses "Experience and/or training equivalent to" a Bachelor's Degree with a Minor in Library Science. As a review of the Associate II job posting discloses, it was clearly stated that equivalent training and experience could be substituted for the requirement of a Bachelor's Degree with a Minor in Library Science. Accordingly, the undersigned is persuaded that the job posting complied with the requirements of Paragraph 2 of the 1986 grievance settlement.

At hearing, Jorgensen stated that she understood that a change in educational requirement such as the change in dispute, i.e., from a high school degree requirement, to a college degree requirement, would be an "upgrade" within the meaning of Paragraph Three of the settlement agreement. Jorgensen's testimony, however, does not contain a claim that the Employer acknowledged that it shared such an understanding. Indeed, Library Director Morse's memo of October 20, 1986 indicates that the Employer understood that "updating educational or other qualifications to a job description or posting" was not an "upgrade" within the meaning of the grievance settlement. 1/ Neither Jorgensen's testimony, nor any other record evidence, demonstrates that the parties mutually intended Paragraph Three to be given any meaning other than that which is reflected in the plain language of the paragraph.

As a review of Paragraph Three of the grievance settlement discloses, the parties expressly defined the phrase "upgraded position" to be a reclassification to a higher position. In the present case, the position has remained in the same classification, that is, as a Library Associate II. Giving effect to the plain language of Paragraph Three, it must be concluded that the decision to require a Bachelor's Degree with a Minor in Library Science, rather than a High School Degree, does not constitute an "upgrade" in a position within the meaning of the 1986 grievance settlement. Since the change in the educational requirement was not an "upgrade," the notification requirement contained in Paragraph 4 of the grievance settlement is not applicable herein. As the Employer argues, the Employer has not been shown to

1/ Er. Ex. #39. The memo was not sent to the Union, but rather, was an internal memorandum. Morse was present when the grievance settlement was negotiated.

have violated any provision of the 1986 grievance settlement.

ALLEGED VIOLATION OF THE COLLECTIVE BARGAINING AGREEMENT

There is no contract language which restricts the right of the Employer to establish job qualifications. While the Union argues otherwise, the undersigned is persuaded that the educational requirement of a Bachelor's Degree with a Minor in Library Science is reasonably related to the job duties and responsibilities of the Associate II position in dispute. Indeed, the other Associate II positions possess a similar degree requirement. Given the circumstances presented herein, the undersigned is persuaded that the Employer had the contractual right to change the educational qualifications of the Associate II position in dispute by requiring a Bachelor's Degree with a Minor in Library Science, or its equivalent in training and experience.

Neither party disputes the fact that the Grievant does not possess a Bachelor's Degree with a Minor in Library Science.

To qualify for the disputed position, the Grievant must demonstrate that she has had training and experience which is equivalent to a Bachelor's Degree with a Minor in Library Science. The parties are in agreement that the Grievant has the equivalent of a high school degree and that the Grievant completed two college level courses as a special student. One of the two courses was a cataloging course, and the other was a reference and bibliography course. Additionally, the Grievant has completed various workshops and received inservice training. (See attached Appendix "A").

The Grievant has been employed by the Employer for more than 16 years. Initially, the Grievant was employed as a Page. In this capacity, she was responsible for shelving books, emptying book drops and performing other support tasks. In June, 1973, the Grievant became a Library Assistant I. As a Library Assistant I, the Grievant mended books and assisted in the processing of library materials by attaching cards, pockets and property labels. The Grievant was also required to work at the circulation desk, which work involved checking materials in and out of the Library and providing general information to Library patrons.

On or about May, 1974, the Grievant was awarded the position of Assistant Secretary in the Library's Administrative Office. The primary duty of this position was typing. The Grievant, however, also recorded the Library's daily cash receipts, worked with duplicating equipment and performed other secretarial tasks. On or about July 7, 1976, the Grievant returned to Technical Services as a Library Assistant I. The Grievant's primary duty was to type and file cards for the catalog. She also provided training and work direction to Pages and another Library Assistant I. Again, the Grievant was assigned to work on the circulation desk on a regular basis.

The Grievant began her current job as a full-time Library Assistant II in the Technical Services Unit or on or about January 2, 1980. As a Library Assistant II, her primary duty has been to search for and retrieve data from the OCLC system. In the vast majority of the cases, the search and retrieval is done by using either the ISBN number or LC number which is printed on the Library material which is to be catalogued. Data retrieved by the Grievant is forwarded to one of the Library's cataloger's who edits the OCLC print-out to produce the information placed on the Library's Catalog Cards. When the cataloger has edited the print-out, the Grievant enters the edited information onto the system which produces the catalog cards. At times, the Grievant has caught cataloger errors and catalogers have asked the Grievant's advice. It appears, however, that such errors and advice relate more to OCLC system encoding procedures than to cataloging decisions. As a Library Assistant II, the Grievant primarily searches for Adult Audio-Visual materials, such as CD's, records and cassettes. The Grievant's data entry duties primarily involve Children's Fiction and Non-fiction and Adult Audio-Visual materials. The Children's Fiction and Non-fiction materials have been and continue to be catalogued by the Associate II position, which is the subject of the instant dispute. While the Grievant has not catalogued Children's materials, in the early 1980's she did some editing of Adult Fiction directly onto the computer screen. For a few months in 1987, to cover for another employe who was absent from work, the Grievant edited print-outs for sound recordings, which editing required the Grievant to assign one of three call numbers. The Grievant has continued to work on the circulation desk and, when she is the senior employe on duty, provides training and work direction to Pages. The Grievant has participated in the writing and updating of procedural manuals by defining her position duties and has performed other duties consistent with her job classification.

As the Employer argues, the record does not demonstrate that the Grievant has experience and/or training equivalent to a Bachelor's Degree with a Minor in Library Science. 2/ Accordingly, the Grievant did not meet the

2/ Prior to her retirement, Hawkins worked for the Library for nearly 30 years. For much of her tenure, she was employed in what is now known as the Technical Services Unit. Hawkins progressed from the position of

qualifications of the Associate II position in dispute. Since the Grievant was not qualified for this position, the Employer did not violate Article 7 (1) when it failed to award the Associate II position to the Grievant.

As a review of Article 7 (2) reveals, the training and trial period is applicable to positions obtained through the job posting procedure. (Emphasis supplied) The posting procedure, which is set forth in Article 7 (1), provides that "The position shall be assigned to the most senior qualified employee who has the ability to perform the job." Construing the two sections as a whole, the undersigned concludes that, to be eligible for the training and trial period set forth in Article 7 (2), one must first meet the qualifications of the posting. Since the Grievant did not meet the educational requirements for the Associate II position, the Employer was not obligated to provide the Grievant with a six month trial and training period.

At the time of Giebink's appointment to the Library Associate II position, in the Spring of 1989, it was expected that Giebink would receive her Bachelor's Degree in Social Science with a Library Science Minor in May of 1989. Giebink did receive such a degree within six months of her appointment. Given these circumstances, the Employer had a reasonable basis to conclude that Giebink, unlike the Grievant, did have training and/or experience equivalent to the educational requirements of the Associate II position in dispute.

Based upon the above and foregoing, the arguments of the parties and the record as a whole, the undersigned issues the following

AWARD

1. The Employer did not violate the terms of the October 20, 1986 grievance settlement, nor any of the provisions of the parties' 1989-1991 collective bargaining agreement, when it changed the educational qualifications for the position of Library Associate II in the Technical Services Unit, when it did not notify the Union when it made these changes, or when it failed to promote Jean Pickerign to the position of the Library Associate II in the Technical Services Unit.

2. The grievance is denied and dismissed.

Dated at Madison, Wisconsin this 25th day of April, 1990.

By _____
Coleen A. Burns, Arbitrator

Library Assistant III to a Library Associate I and on January 1, 1984 was reclassified to a Library Associate II. The Employer argues that Hawkins, at the time of her retirement, possessed training and experience which was equivalent to a Bachelor's Degree with a Minor in Library Science. The record does not demonstrate otherwise.