

BEFORE THE ARBITRATOR

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 In the Matter of the Arbitration :  
 of a Dispute Between :  
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 BAY AREA MEDICAL CENTER : Case 14  
 : No. 50232  
 and : A-5158  
 :  
 LOCAL 3305, WISCONSIN COUNCIL 40, :  
 AFSCME, AFL-CIO :  
 :  
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Appearances:

Mr. David Ofria, Staff Representative, Wisconsin Council 40, AFSCME,  
Mr. Daniel T. Dennehy, von Briesen & Purtell, S.C., Suite 700, 411 East

AFL-CIO  
 Wiscon

ARBITRATION AWARD

According to the terms of the 1992-95 collective bargaining agreement between Bay Area Medical Center (hereafter Center) and Local 3305, Wisconsin Council 40, AFSCME, AFL-CIO (hereafter Union), the parties requested that the Wisconsin Employment Relations Commission appoint a member of its staff to act as impartial arbitrator of a dispute between them regarding the Center's determination that Jill Enderby was not qualified for the position of Divisional Secretary-Support Services. Hearing was held at Menominee, Michigan on April 11, 1994. No stenographic transcript of the proceedings was taken. The parties submitted their post-hearing briefs by June 3, 1994 which the undersigned thereafter exchanged. The record was closed at that time by prior agreement of the parties.

Issues:

The parties were unable to stipulate to the issues to be determined herein. The Employer suggested the following issues at the hearing:

Did the Center act arbitrarily, capriciously, discriminatorily or in bad faith in determining that Jill Enderby was not qualified for the position of Divisional Secretary-Support Services?

If so, what is the appropriate remedy?

The Union suggested the following issues for determination at the hearing:

Did the Center violate the collective bargaining agreement in not awarding the Secretary-Support Services position to Jill Enderby?

If so, what is the appropriate remedy?

The parties agreed to allow the undersigned to frame the issues in this case based upon the relevant evidence and argument. Therefore, on that basis and because the Employer adopted the Union's issues in its brief, I find that the Union's issues shall be determined in this Award.

Relevant Contract Provisions:

**ARTICLE 18 - NEW JOBS, VACANCIES AND SENIORITY**

18.01 **Job Vacancy:** A vacancy shall be defined as a job opening not previously existing in the table of organization, or a job opening created by the

termination or upward, downward, or lateral transfer of existing personnel from a job which continues to exist in the table of organization.

In the event it becomes necessary to discontinue or suspend a job for a period of time, a notice to that effect shall be posted immediately and a copy furnished to the Union. The Center agrees to notify the Union prior to the effective date of any change in the table of organization.

18.02 **Employee Applications:** The application process for employees desiring posted jobs shall be as follows:

- a. A description of the vacant position will be posted on the Center bulletin board for five (5) calendar days;
- b. A copy of the posting will be furnished to the Union;
- c. Employees desiring posted jobs will make written application in the Personnel Office during the five-day posting period;
- d. Upon request from a designated Union representative, the Center will supply the names of employees who have filed applications for a specific job posting.

18.03 **Awarding Jobs:** At the end of the posting period, the vacancy or job opening will be awarded on the basis of the following provisions:

- a. The department manager or head nurse shall determine qualifications;
- b. Employees from the department or unit in which the vacancy exists have the first opportunity to fill the position, if they are qualified. If two or more employees from the department or unit apply and have equal qualifications, then seniority will be the determining factor in awarding the position;
- c. If no employee from the department applies or qualifies, then the position shall be open to all remaining departments. If two or more employees from the remaining departments apply and have equal qualifications, then seniority will be the determining factor in awarding the position;
- d. If no applications are received from qualified employees in remaining departments, the Center will give preference to employees who have returned from unpaid leaves;

- e. Employees hired after October 1, 1992, will not be eligible to post for a position in another department until they have one year of seniority.

18.04 **Contested Cases:** In contested cases, the Center agrees to provide designated Union representatives with sufficient information to show that the selected individual made a timely and proper application during the posting period.

18.05 **Trial Period:**

- a. Employees (see 18.05-b for probationary employees) who have been awarded posted jobs shall demonstrate their ability to perform those jobs within a 240-hour trial period. If the Center determines that the employee is qualified to continue in the position, the employee shall be formally assigned the job after the completion of the trial period. If the Center determines during the trial period that the employee is unqualified, or should the employee desire, during the trial period, to return to his/her former job, then the employee shall be reassigned to his/her job without loss of seniority.

. . .

**ARTICLE 16 - MANAGEMENT**

The Center has the sole and exclusive right to determine the number of employees to be employed, the duties of each, the nature and place of their work, whether or not any of the work will be contracted out, and all other matters pertaining to the management and operation of the Center. This clause will not be used for the purpose of destroying the bargaining unit.

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Facts:

Jill Enderby was hired as a part-time Admitting Clerk in January, 1991. The job description for Admitting Clerk reads in relevant part as follows:

JOB SUMMARY: Admitting functions revolve around admitting, pre-admitting, transferring and discharging inpatients, outpatients, and emergency room patients.

QUALIFICATIONS: Education: High school graduate with courses in typing and computers. Must be able to type 40-45 W.P.M. or demonstrate CRT dexterity. Some experience as a receptionist or data entry person

preferred. Two to three months on-the-job training is necessary to attain adequate job proficiency.

Job Knowledge: Working knowledge of health care or insurance computer system functions. Requires visual ability to comprehend written instructions regarding admitting procedures and various hospital forms. Verbal ability necessary to interview patients; clerical ability required to avoid errors when completing admission forms and other documents. Makes decisions on routine matters. Must have ability to relate well inter-departmentally and with the public. Must have good manners, tact, and a cooperative manner. Accuracy, dependability and confidentiality must be above average. Position demands close attention to detail, concentration, good organization, and work planning, works with little supervision.

Equipment: Knowledge of office equipment includes typewriter, telephone, addressograph, copy machine, switchboard, paging and beeper system, CRT, printer, mail machine, wheelchair operation.

WORKING  
CONDITIONS:

Good working conditions; Sitting and occasional walking. Work is mental rather than physical. Stressful position. Compliance with hospital safety precautions necessary with only reasonable care necessary to prevent injury to self and co-workers, but must take considerable care with wheelchair patients.

Notably, as an Admitting Clerk, Enderby did not perform formatting functions; she did not design forms on computers; she had no on-the-job experience with specialized programs such as "WordPerfect," "Windows," or "Form Tool;" she did not compose business letters or perform front-line secretarial tasks. However, Enderby had completed one year of computer courses in technical school where she used "Lotus" and a simplified version of "WordPerfect" for her course work.

As an admitting clerk (A.C.), Enderby's duties include taking information from patients and entering it in the computer, using numbered codes. She processes over 100 patients per week as a half-time A.C. She decides which patients need to be treated immediately and which can wait for treatment. She has patients sign the admitting form she prepares for them.

In April 1992, Enderby applied for a Receptionist/Clerk position in the Public Relations Department. She was granted that position but she did not take it because its hours were later changed to less than full-time. The job description for that job reads, in relevant part, as follows:

. . .

ORGANIZATIONAL  
RELATIONSHIPS:

1. Reports to the Vice President  
of Public Relations
2. Interrelationships: All  
medical center staff,  
patients, visitors, and  
families.
3. Supervises: No one.

JOB SUMMARY: Working hours: Monday-Friday, 8:00 a.m. to 4:00 p.m. (Pail lunch period taken at work station.) Greets guests, determines their needs, answers questions, provides information. Answers telephone, coordinates meeting calendar, receives and sorts mail. Assists Public Relations Division by providing a variety of clerical and other duties, as assigned by the Vice-President of Public Relations.

QUALIFICATIONS: Education: High school graduate with above average grades in clerical and English classes.

Job Knowledge/Skills: Excellent guest relations and a high degree of confidentiality. Excellent communications skills. Demonstrated ability in decision making and problem solving. Must be a self-starter, work with minimal supervision, and give attention to detail. Ability to work well with people.

Fast, accurate typing (55 wpm minimum). Basic math capability, proficiency in grammar, spelling, and punctuation.

Training and Experience: 1-2 years general office experience in a "front line" position and/or related post-high (sic) business school business classes. Experience in word processing and personal computer functions.

Equipment: Knowledge of office equipment including telephone, work processing and computer, photocopies, FA machine, calculator, etc.

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On October 20, 1993 the Center posted an announcement stating that the position of Support Services Division Secretary (hereafter SSS position) (100%) was open. The announcement of the opening stated in relevant part:

. . .

**QUALIFICATIONS:** Must be a high school graduate with above average grades; required to have post high school education with an Associates Degree in medical secretary, secretarial science or the equivalent experience, plus at least one year of advanced word

processing skills. Excellent communication skills and a high degree of confidentiality necessary. Demonstrated ability in decision making and problem solving. Must work with minimal supervision, be able to work well with people at all levels, and be able to handle multiple projects simultaneously. Accurate typing (55-60 wpm); medical terminology and shorthand skills are preferred.

**RESPONSIBILITIES:** Type letters, memos, minutes and all other correspondence as assigned by Vice President. Schedule meeting room requests at Menominee facility. Handle transcription, word processing, and computer programs. Take minutes at Support Services Division meetings. Answer hospital information phone; greet guests and determine their needs. Maintain petty cash account. Control audio-visual equipment usage at Menominee facility. Sort outside and interdepartmental mail for all departments and renters at Menominee facility.

Candidate needs to be able to perform essential job functions with reasonable accommodations for the job posted. See Human Resources for a copy of the current job description.

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The job description for the opening read as follows:

. . .

**ORGANIZATIONAL  
RELATIONSHIPS:**

1. Reports to the Vice President of Support Services.
2. Division responsibility: Provide secretarial support to Vice President, and seven division directors.
3. Inter-relationships: All medical center staff, physicians, patients, visitors and families,, and sales representatives.

**PRIMARY**

**RESPONSIBILITIES:**

1. Provide clerical support functions to Vice President of Support Services, plus directors of Biomedical/Shared Services, Diagnostic Imaging, Dietetic Services, Environmental Services, Materials Management, Physical Therapy, and Plant Operations.
2. Exercise independent judgement, do problem solving and (sic) able to access and resolve stressful situations.
3. Handle transcription, word processing, typing, formatting and forms design.
4. Handle all special projects as assigned by the Vice President of Support Services.
5. Maintain the Vice President of Support Services personal calendar.

**SECONDARY**

**RESPONSIBILITIES:**

1. Greet guests, screen visitors, provide information on services offered and perform general receptionist duties.
2. Answer hospital information telephone, route and screen calls as necessary.
3. Coordinate scheduling of rooms as well as maintain multiple building calendars.

**QUALIFICATIONS:**

Education:

Must be a high school graduate with above average grades. Required to have post high school education with an associates degree in medical secretary, secretarial science or the equivalent experience plus at least one year of advanced word processing skills.

Job Knowledge/

Skills:

Excellent communications skills and a high degree of confidentiality. Demonstrated ability in decision making and problem solving. Must be a self-starter, work with minimal supervision, be able to prioritize work load, stay organized, and give attention to detail. Ability to work well with people at all levels and handle multiple projects simultaneously. Excellent guest relations.

Fast, accurate typing (60-65 wpm minimum). Medical terminology and shorthand skills are preferred. Must demonstrate proficiency in grammar, spelling, punctuation and composition skills. One year of hands on experience with WordPerfect is required. Must be



able to initiate original written communication.  
Excellent telephone etiquette.

Training and Experience:

Two years general office experience in a "front line" position and/or related past-high school business classes. Must possess proven experience in word processing, transcription and personal computer functions.

Equipment:

Must possess knowledge of office equipment including word processing computer, printer, transcriber, telephone, photocopier, fax machine, calculator.

**SPECIFIC**

**DUTIES:**

1. Type letters, memorandums, minutes and all other correspondence as assigned by Vice President. Must also be capable of initiating drafts of letters, memorandums and other correspondence.
2. Receive, review and schedule requests for meeting room space at the Menominee Facility and make room shifts when conflicts arise.
3. Handle transcription, word processing, and computer programs including, WordPerfect, WordPerfect Charts and Graphs, Windows, DOS and FormTool.
4. Handle or have access to sensitive materials such as employee evaluations, reprimands, space issues, quotes, lease agreements, pay ranges, promotions and demotions.
5. Assist all Support Services personnel in compilation, formatting and entry of productivity data management reports and form layout and design.
6. Attend Support Services Division meetings and take minutes.
7. Use independent judgement, problem solving skills, and be discrete in dealing with situations that may arise with patients, families, renters, physicians, employees, community leaders and the public.
8. Work in partnership with Plant Operations, Environmental Services and Security to assure our renters' and employees' needs are being met. Be key contact person for renters to call with concerns, problems or questions.
9. Coordinate with contracted moving company for all newly hired out-of-town employees and physicians.

10. Assist Vice President of Support Services with Building Manager duties at the Menominee facility due to his infrequent presence.
11. Assist Vice President of Support Services with all aspects of his position and any special projects as assigned.
12. Assist Support Services directors with general typing of correspondence, policies and procedures, evaluations, reprimands, etc.
13. Coordinate with, and schedule meetings for, the Vice President. Also assist directors whenever possible.
14. Maintain information and correspondence in an organized, efficient retrievable manner and be able to prioritize work loads.
15. Maintain petty cash account, handle reimbursement for vending machines, the safe, security passes and master security log.
16. Maintain professional competence through participating in continuing education programs and seminars.
17. Act as key operator, trouble shooter and trainer for photocopy machines and fa machines, also order appropriate supplies and monitor usage.

18. Maintain Support Services filing system for computer print outs, construction reports, architectural drawings, tenant leases, and routine correspondence.
19. Greet guests, determine their needs, answer questions, and provide information in a courteous, timely, professional, and confidential manner.
20. Answer hospital information telephone, screen calls, answer questions and route messages as necessary.
21. Assist Support Services directors with seminar registration and travel arrangements.
22. Keep accurate control of audio-visual equipment usage in the facility, monitor usage and keep it secure. Contact Staff Development Coordinator if any problems arise.
23. Sort and direct outside and interdepartmental mail for all departments and renters within the Menominee Facility.

**WORKING  
CONDITIONS:**

Good working conditions, well lit, air conditioned work station. Must be able to work under pressure, handle multiple priorities and function efficiently with little supervision. Also, must be able to handle stress and tight deadlines. Slight to moderate physical requirements, most sedentary, may require some lifting and bending. Compliance with medical center's precautions necessary with reasonable care necessary to prevent injury to self and co-workers.

Enderby signed the posting for the position on October 20th. She did not request a copy of the above-quoted job description at this time, as she could have done. She was the only Center employe who applied for the position. Larry Kerkhoff, Support Services Vice President, stated that on October 26th, outside applicant Christina Kaufman came to his office after having seen the posting in the Center and asked to be considered for the SSS job. Kerkhoff decided to interview her that day to accommodate her schedule.

Kerkhoff then reviewed Enderby's application, resume and evaluations. At this time, Employment Specialist Ann Bradford also reviewed Enderby's application, resume and evaluations. Kerkhoff then spoke to Enderby's supervisor. Kerkhoff interviewed Enderby on October 27th for one and one-half hours. Kerkhoff gave Enderby the same timed tests which he had given to Christina Kaufman 1/ as follows: 1) transcription of a letter off a dictaphone tape onto WordPerfect and 2) composing and typing an original letter from summary information. Kerkhoff also tested each applicant's decision-making skills by asking them to answer four questions regarding what they would do in certain hypothetical work situations. (This third portion was not timed.)

At the interview, Kerkhoff told Enderby she had thirty minutes to complete tasks 1) and 2) above. Kerkhoff stopped Enderby at 30 minutes and 20

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1/ Kaufman and the grievant were the only two applicants for the SSS job.

seconds but Enderby was not finished with tests 1) and 2). Kerkhoff gave Enderby five more minutes to finish these tasks. Enderby did not proofread her test work due to lack of time. On the transcribed letter, Enderby made thirteen errors including misspelling Mr. Kerkhoff's name. On the composed letter, Enderby again misspelled Mr. Kerkhoff's name and did not type his title correctly.

Kerkhoff stated herein that the letter Enderby composed pursuant to test 2) did not flow properly. The following is the letter Enderby composed and typed:

October 27, 1993

Mr. Dan Dallich  
Berners-Schober Associates, Inc.  
310 Pine Street  
Green Bay, WI 54301

Dear Mr. Dallich:

I enjoyed meeting with you last Tuesday regarding the drawings for the M & M Clinic. Thank you for the quick turnaround on the occupational medicine, physical therapy, and speech therapy drawings.

I would like to meet again with you as soon as possible. Please call to set up at time.

The Study 1 prints appear to be adequate, except the physical therapy area looks too small. I have some reservations about the build-out costs of the M & M Clinic space also.

I look forward to meeting with you again soon to discuss these issues.

Sincerely,

Larry Kerkoff  
Support Services

jme

The hypothetical questions that Kerkhoff posed to Enderby (and the other applicant) were printed on a written form, as follows. Enderby's answers appear, underlined, after each hypothetical question.

It is 9:45 a.m. and I am in my office. I asked not to be disturbed until 10:30 a.m., because I am preparing for a presentation to the Hospital Board at noon and I am not prepared.

- (1) The President of the hospital calls at 9:50 a.m. to tell me there is ice on the sidewalk in the front of the main entrance in Marinette. He wants it taken care of NOW. Call maintenance for you & ask them to handle.
- (2) At 9:52 a.m., one of our department directors calls and wants to talk with me ASAP about a staffing problem. Take message & tell them about how long before I could get back to them. Also, get specific details for you.
- (3) At 9:55 a.m., Dr. Mallory, Chief of the Medical

Staff, is calling for me and wants an answer to his question NOW. Take message but interrupt you.

- (4) The President of the hospital calls at 10:00 a.m. He wants me to attend a meeting at 10:30 a.m. in Marinette and that I must have the letter for Dr. Flynn on the clinic rent figures that I haven't given you to type yet. Ask me if I have a letter for her to type if not done in time - can fa, if fa broke, drive it over.

Give your ideas on how to handle these four (4) situations and your reasoning behind each.

Kerkhoff stated that he found Enderby's answers on this test showed a lack of problem-solving and decision-making ability.

The remaining time Kerkhoff spent interviewing Enderby. Kerkhoff asked Enderby about her prior work experience and her current job at the Center, about her organizational skills, communication and interpersonal skills, and her job initiative. Enderby stated that she wanted full-time work, that she thought that she could learn the Support Services Secretary job although she admitted she had not had on-the-job or advanced experience with WordPerfect.

Enderby was not selected for the opening and was so informed by Center Employment Specialist Ann Bradford. Bradford also explained why Enderby was unqualified for the job: that Enderby was not qualified for the opening because she did not have "at least one year of advanced word processing skills", she could not format or design forms on a computer, she had not had two years'

experience in a "front-line" secretarial job and she lacked the composition skills and the problem-solving/decision-making skills required by the job description. Enderby thereafter filed the instant grievance. Kerkhoff and Bradford met with Enderby and Union official Diane Calcari and again explained Kerkhoff's decision to hire Christina Kaufman, a non-unit individual. 2/

Union official Calcari agreed that Kerkhoff had the contractual right to set the qualifications for the job and that the person selected had to be totally qualified, not substantially qualified, to get the position. Calcari also admitted that if one reads the language of Article 18 literally, there is no trial period on jobs granted prior to awarding jobs to the individual who is qualified. However, Calcari asserted that the Union felt the Center should grant Enderby such a trial period in the SSS position.

Human Resources Vice President Gordon Wicklund stated that the Center has never given an unqualified employe a trial period and that Article 18 merely provides the person found qualified an orientation period on the job. The Union offered no evidence on these latter points.

Positions of the Parties:

Union:

The Union asserted that the Employer had already decided not to hire Enderby for the Support Services Secretary (SSS) position before it interviewed Enderby. The Union pointed out that two facts supported such a conclusion --

- 2/ The Union stipulated that Ms. Kaufman is qualified for her position as Support Services Secretary.

the fact that Mr. Kerkhoff interviewed Ms. Kaufman, an outside applicant, before he interviewed the Grievant and the fact that Kerkhoff stated, during the processing of the instant grievance, that he would not have posted the disputed position had he known that Kaufman would apply for it.

The Union contended that because the Grievant's Admitting Clerk job was on the same or a similar contract wage level, the SSS position must be substantively similar to the Admitting Clerk job in knowledge and skill required. The Union noted that Enderby's good work record and educational experience should be considered in considering whether she was qualified for the SSS position.

The Union also urged that Kerkhoff's list of 14 areas in which Enderby was not qualified; should be disregarded because it was created on the day of trial and was certainly self-serving. The Union asserted that the facts showed that the Employer's consideration of Enderby for the SSS position had been tainted by its early consideration of outside candidate Kaufman. Absent its proper early consideration of Kaufman, the Union claimed that the Employer might have placed Enderby in the SSS position for a trial. The Union therefore sought Enderby's placement in the SSS position as its exclusive remedy.

Employer:

The Employer argued that it had the express right under Article 18 to set job qualifications, and it noted that the Union has not challenged the qualifications set by Kerkhoff for the SSS position. The Employer observed that the Union disputed the Employer's assessment that Enderby lacked the word processing training, skills and experience for the job, that she lacked "front line" secretarial experience, that she interviewed poorly and tested poorly and that she failed to demonstrate the necessary problem-solving and decision-making skills necessary for the job. Indeed, the Employer noted, Enderby admitted at the arbitration hearing that she lacked some basic qualifications for the SSS position. Therefore, the Employer asserted, the Arbitrator must uphold the Employer's decision here.

The Employer urged that it had no duty to give Enderby a trial period under Section 18.05 of the labor agreement, as Enderby had failed to demonstrate she was qualified to fill the SSS job. In addition, the Employer contended, the Union failed to show that Ms. Enderby had been monetarily harmed by the Employer's failure to select her for the SSS position. In any event, the Employer urged the Arbitrator to deny and dismiss the grievance in its entirety.

Discussion:

The language of Article 18 allows the Employer to set job qualifications. The facts of this case clearly demonstrate that Mr. Kerkhoff properly set the qualifications for the SSS position.

The evidence in this case clearly showed that Enderby was not qualified to fill the SSS position because she is not able to properly perform many of the major duties of the job. In this regard, I agree with the Union that Kerkhoff's list of 14 criteria, prepared on the day of hearing must be disregarded as self-serving, a document not actually used or considered at the time Kaufman was selected and Enderby was rejected for the SSS position. However, the Employer submitted other substantial uncontradicted evidence that by interviewing Enderby on October 27th, Kerkhoff had accommodated Enderby's schedule; that by October 27th Kerkhoff had reviewed Enderby's application, resume and internal personnel record, as had Ann Bradford and Kerkhoff had also spoken to Enderby's supervisor. At the end of this process, Kerkhoff concluded that Enderby had failed to satisfactorily complete all three tests given at her interview -- the letter transcription, the letter composition and the problem-solving/decision-making tests; that Enderby had not had sufficient secretarial or word processor experience; that Enderby had made many typing and spelling errors and that she had failed to complete the timed tests within the time allotted. Kerkhoff also found it difficult to elicit information from Enderby regarding her experience and qualifications during his oral interview of Enderby. 3/ Kerkhoff's conclusions regarding Enderby were also relied upon by management during the processing of the grievance herein; they were explained to the Union and Grievant at the November 4 grievance meeting and they were relied upon and (briefly) restated on December 2nd, when Mr. Wicklund denied the grievance.

In further support of Kerkhoff's observations, the record demonstrated that Enderby lacked experience in the following areas contained in the SSS job description:

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3/ I note that Enderby admitted in this case that she had not gone into detail regarding her prior and current work experience during her interview with Kerkhoff.

- 1) formatting and forms design and layout;
- 2) one year of hands-on experience with WordPerfect;
- 3) fast, accurate typing (60-65 wpm minimum);
- 4) At-work use of computer programs such as WordPerfect, WordPerfect

Charts

Enderby also admitted herein that she lacked the above experience/qualifications in these areas with the exception of 3) above. 4/

Beyond these points, the Union disputed the Employer's further assertions that Enderby also had not had two years' general office experience in a "front line" position. I am persuaded that Enderby's Admitting Clerk job did not constitute such a "front line" secretarial position. Specifically, I am not persuaded, as the Union urged, that because the Admitting Clerk and the SSS position pay rates are similar, that these jobs must also be on a par in terms of the skill, knowledge and abilities necessary to perform them. Rates of pay may only reflect market availability of individuals willing to perform the work at hand. The job descriptions for the two positions also demonstrate that these jobs are not substantively similar. Enderby's testimony regarding her Admitting Clerk duties also demonstrates that her Admitting Clerk job is vastly different from the SSS position. The pay rate set by the Employer, therefore, is not determinative of whether the SSS job and Admitting Clerk jobs are substantively comparable.

The Union has also urged that Enderby's April, 1992, selection for a Receptionist/Clerk position demonstrated that she could perform the SSS job and that she should have been selected therefor. A review of the Receptionist/Clerk job description does not support the Union's assertions on this point. I note that typing at only a 55 wpm minimum was required for this job and that this job involved more receptionist/greeter duties than secretarial duties. Also, the question presented by this case is not whether Enderby was qualified for the Receptionist/Clerk job but whether she is in fact, qualified for the SSS job.

The Union contended at the instant hearing that because Enderby was otherwise a good employe, the Employer should give her a chance to fill the SSS job. Although Enderby had an unblemished work record, the Employer was clearly not required, by the language of Articles 18.03 and 18.05, to give her a trial period in the SSS job. These sections state that the employe must first be qualified for a job before the employe may receive a "trial period" in the job. Since Enderby was not qualified for the SSS position, 5/ the Employer was not required to give her a trial period. I note in addition that Mr. Wicklund testified, without contradiction, that the Employer has never granted an Article 18.05 trial period to an unqualified applicant.

In all of the circumstances of this case, I believe that the Employer reasonably concluded that Enderby was unqualified for the SSS position and issue the following

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4/ Enderby stated that she had no knowledge of her current wpm's.

5/ An analysis of Enderby's and the Union Representative Calcari's testimony demonstrates that neither of these witnesses believed Enderby could actually perform all of the SSS duties delineated at the hearing, given the formatting, layout and design duties involved in the job.



The Center did not act arbitrarily, capriciously, discriminatorily or in bad faith in determining that Jill Enderby was not qualified for the position of Divisional Secretary-Support Services.

The grievance is therefore denied and dismissed in its entirety.

Dated at Oshkosh, Wisconsin this \_\_\_\_\_ day of August, 1994.

By \_\_\_\_\_  
Sharon A. Gallagher, Arbitrator