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In the Matter of Arbitration *
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Between *
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OCSEA/AFSCME Local 11 *
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and *
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The State of Ohio, Bureau of *
Workers' Compensation *
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Babb, Mary L.

Case Number:
34-04-(910708)-117-01-09
Before: Harry Graham

Appearances: For OCSEA/AFSCME Local 11:

Pat Mayer
Staff Representative
OCSEA/AFSCME Local 11
1680 Watermark Dr.
Columbus, OH. 43215

For Bureau of Workers' Compensation:

Gretchen Green
Labor Relations Officer
Bureau of Workers' Compensation
30 West Spring St.
Columbus, OH. 43266-0581

Introduction: Pursuant to the procedures of the parties a hearing was held in this matter on May 8, 1992 before Harry Graham. At that hearing the parties were provided complete opportunity to present testimony and evidence. The record in this dispute was closed at the conclusion of oral argument.

Issue: At the hearing the parties agreed upon the issue in dispute between them. That issue is:

Did the Bureau of Workers' Compensation violate Article 17 of the Agreement when it denied Penny Jo Hatfield a promotion into position number 6731.0, Word Processing Specialist 1? If so, what shall the remedy be?

Background: The facts in this dispute are clear and not a matter of controversy. The Grievant, Penny Jo Hatfield, is employed by the Ohio Bureau of Workers' Compensation as a Clerk 2. She works in the Bureau's office located in Zanesville, OH. On June 6, 1991 the Employer posted a vacancy notice for a Word Processing 1 opening in the Zanesville office. At the time of the posting Ms. Hatfield had three years of seniority. Ms. Hatfield bid on the Word Processing opening. After consideration of Ms. Hatfield's bid it was denied. The Employer filled the vacant position with a person who had worked as a student for several years prior to her full time employment. In essence, the person who was selected for the position was a new hire.

In order to protest the decision of the Bureau Ms. Hatfield filed the instant grievance. It was processed through the procedure of the parties without resolution and they agree that it is now properly before the Arbitrator for determination on its merits.

Position of the Union: The Union asserts that the Grievant meets and is proficient in the minimum qualifications for the Word Processing Specialist 2 position. In support of this view it points to the documentary evidence supplied by Ms. Hatfield in support of her application. Letters were received by the Employer from various people employed at Wendy's, a fast food enterprise. Those letters, collectively Joint

Exhibit 4, purport to show that Ms. Hatfield was knowledgeable in word processing. For instance, a letter of June 24, 1991 from Ellen J. Rucker indicates her knowledge that Ms. Hatfield had attended Muskingum Area Technical College and had taken a course in Data Processing which included a "Lotus word processing program." Similarly, on the same date, Sara Fisher of Wendy's wrote expressing her opinion that the Grievant was able to use a word processor. The Union also points out that the Course taken by Ms. Hatfield at Muskingum Area Technical College, Introduction to Data Processing, was a general survey course. As such, it covered aspects of word processing. On her application, Joint Exhibit 3, the Grievant indicated she had knowledge of word processing techniques and procedures. She also indicated that the data processing course she had taken at Muskingum included work on the word processor and all of its techniques.

The vacancy notice requires one course or three months of training in use of word processing equipment and related software. Given her coursework it is apparent that Ms. Hatfield meets the minimum qualifications for the vacancy in question in this proceeding. As that is the case, it was inappropriate for the Employer to hire a person who was not a member of the bargaining unit for the vacancy in Zanesville according to the Union.

Position of the Employer: The State points out that the Agreement requires bidders to possess and be proficient in the minimum qualifications contained on the classification specification and position description. The evidence submitted by Ms. Hatfield does not indicate that she meets the minimum qualifications for the vacancy at issue in this proceeding according to the State. Her record at Muskingum shows that she took a Data Processing course. That is not the same as a word processing course. The course description, provided at the request of the Bureau, does not discuss word processing at all. It references Ms. Hatfield's course to be a data processing course. No mention whatsoever of word processing is made by the course description. As that is the case, the education requirement for the vacancy has not been met by the Grievant. Furthermore, the letters submitted by personnel from Wendy's, Ms. Hatfield's former employer, do not indicate that she is knowledgeable in word processing in the Employer's opinion. The letter from Ellen Rucker indicates that word processing was a part of the Data Processing course at Muskingum. It does not show Ms. Hatfield met the education requirement for the position. Ms. Fisher's letter references her opinion that Ms. Hatfield could use a word processor. No supporting evidence was provided. Scrutiny of the letters from various personnel employed by Wendy's does not lend support to the notion that Ms. Hatfield can use

word processing equipment according to the State.

Similarly, the Grievant's application is lacking an indication that she possessed the requisite word processing skills in the Employer's opinion. It shows that she possessed a "brief knowledge" of word processing techniques. It also indicated that she was planning to enroll in a word processing course at Muskingum Tech to commence after the close of the bid period. A check of the course content of Ms. Hatfield's data processing course, done by the appropriate personnel officer in conversation with the instructor at Muskingum, indicated that Ms. Hatfield's course was not a word processing course. As the Grievant was not in possession of the minimum qualifications for the vacancy at Zanesville, she was properly denied the position according to the State. Consequently, it urges the grievance be denied.

Discussion: Section 17.05 of the Agreement sets forth the tests to be met by bidders for promotion. They must "possess" and be "proficient" in the minimum qualifications contained in the class specification and the position description. The minimum qualifications on the position description indicate that bidders must have "one course or three months training in using word processing equipment and related software." The record made at the hearing does not indicate that Ms. Hatfield met that requirement. Examination of the Data Processing course description from Muskingum Area Technical

College shows it to be that of a survey course in data processing. Even if the letter of Ellen Rucker is credited as evidence that the course included word processing, it is beyond doubt that word processing was at best one element of the survey. Certainly, the course content does not serve to meet the one course or three month training requirement specified on the position description as it may not accurately be characterized as being either one course, or three months of word processing training. Furthermore, none of the letters of recommendation submitted by Ms. Hatfield's former colleagues at Wendy's indicate that she performed word processing tasks while in Wendy's employ. Reference was made in the letter of Sara Fisher to use of a program known as "First Choice." It was not made clear at the arbitration hearing what sorts of tasks First Choice performs. Even if it is the case that First Choice is a word processing program, Ms. Fisher's letter does not indicate that Ms. Hatfield used it. Rather, Ms. Fisher references Ms. Hatfield's employment as a "ROS Co-ordinator, keypunching and running all reports pertaining to our restaurant operations." This is a far cry from indicating knowledge of word processing.

Ms. Hatfield's application does not indicate that she met the minimum qualifications for the vacancy. On her application she indicates that she has "a brief knowledge of the word processing techniques and procedures." Such a "brief

knowledge" does not serve to meet the minimum requirements of the position.

In reviewing Ms. Hatfield's bid for the word processing vacancy the Departmental Personnel Officer went beyond what would be expected. She placed a telephone call to the instructor of the Data Processing course at Muskingum Area Technical College to determine the course content. At the arbitration hearing she testified without contradiction that she was informed by the instructor that the course was not a word processing course.

The record in this dispute as made by the application, the course description and the letters of recommendation filed on behalf of the Grievant cannot reasonably be read to indicate that she met the minimum qualifications for the word processing vacancy. Given that conclusion, there is but one outcome to this dispute.

Award: The grievance is denied.

Signed and dated this 2/2nd day of May, 1992 at South Russell, OH.

Harry Graham
Harry Graham
Arbitrator