

In the Matter of Arbitration

between

UNITED STATES POSTAL SERVICE

Grievance B-47-74A  
(William J. Hofbauer)

and

AMERICAN POSTAL WORKERS UNION

APPEARANCES: Gerald Lucey, Esq., and Eugene Fallentine  
for the Postal Service; Gerald Pollock, Esq.,  
and Jerome Delacort for the Union

#### DECISION

This grievance arose under and is governed by the 1973-1974 National Agreement between the above-named parties (JX-1). The undersigned having been designated as Arbitrator, a hearing was held on 21 November 1974, in Phoenix, Arizona. Both parties appeared and presented evidence and argument bearing on the following issue (Tr. 5):

Did management violate Article 33 of the Collective Bargaining Agreement by selecting Glen Kubehl rather than William Hofbauer for training and promotion to the position of electronic technician? If so, what is the appropriate remedy?

A verbatim transcript was made of the proceedings before the Arbitrator. Each side filed a posthearing brief.

On the basis of the entire record in this case, the Arbitrator makes the following

#### AWARD

Management did not violate Article 33 of the Collective Bargaining Agreement by selecting Glen Kubehl

rather than William Hofbauer for training and  
promotion to the position of electronic technician.



Benjamin Aaron  
Arbitrator

Los Angeles, California

25 April 1975

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and

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### OPINION

#### I

William J. Hofbauer, the grievant, has been employed by the Postal Service since June, 1970. He worked first as a distribution clerk, then as a Letter Sorting Machine (LSM) operator, and finally, commencing 14 April 1973, as an MPE mechanic, a position he presently holds. The duties of that job include troubleshooting, adjustment and repair of Mark II facer-cancelers, multiposition LSMs, bulk conveyor systems, and other mail-processing equipment. (UX-3)

On 15 January 1974, the Phoenix Post Office publicized an opportunity, open to all maintenance craftsmen who had passed the qualifying electronic technician examination, to have further training leading toward promotion to electronic technician, a higher-paid position. The notice (JX-2b) read in part:

Application forms will be accepted in the Personnel Section until 4:30 pm, Tuesday, January 22, 1974, from employees interested in attending ZMT [Zip Mail Translator] training classes at OPTO [Oklahoma Postal Training Operations], in the near future. Successful applicants will be selected on the basis of BEST QUALIFIED.

...Selection will be based on such qualifications as background experience, knowledge and schooling, leave records, etc....

A review board, consisting of Deane Schoenauer, Manager of Maintenance; Ronald Olson, Superintendent of Maintenance, and Carl Smith, Director of the Postal Educational Development Center (and, in Smith's absence, Doil Kline, his assistant) was established to interview the applicants. Eight persons, including Hofbauer, submitted applications. All of them were MPE mechanics. The review board interviewed each candidate, but the only written records it consulted were job applications (Form 2591) and prior training records. Schoenauer, Olson, and Smith interviewed Hofbauer, prior to the time that Kline replaced Smith because of a death in the latter's family. None of them rated Hofbauer among the top three candidates. On April 5, 1974, the four members of the review board unanimously reported that the three best qualified candidates were, in the order named, Glen D. Kubehl, R. B. Prazak, and R. D. Anderson. (JX-1)

Kubehl successfully completed his ZMT training at OPTO and was subsequently promoted to the position of electronic technician.

On 12 April 1974, Hofbauer filed a written grievance (JX-2a), which read in part:

On or about 3-23-74 Glen Kubehl was selected for ZMT training and promotion to Electronic Technician, ET- 8. I do not believe that this selection was made on the basis of Best Qualified, based on the qualifications listed in the announcement...and the ET-8 job description....

Settlement Desired. The above mentioned ZMT

training and promotion to ET-8 be awarded to the Best Qualified applicant based on the qualifications listed on the...announcement and job description. An unbiased comparison of the applications for promotion and other pertinent records will show that I and possibly others have better qualifications than the person to whom the training and promotion was given.

The grievance listed as "Section of National Agreement Violated" Article XXXIII (Promotions), which read in pertinent part:

Where there are qualified applicants, the best qualified applicant shall be selected; however, if there is no appreciable difference in the qualifications of the best of the qualified applicants and the Employer selects from among such applicants, seniority shall be the determining factor.

## II

Hofbauer's grievance is based on his claim that he is better qualified than Kubehl and should have been given the ZMT training awarded to Kubehl. By way of relief, however, he asks that he be promoted to the position of electronic technician with a seniority date one day prior to Kubehl's, together with back pay to the date he should have been promoted. His various claims in support of his assertedly superior qualifications are considered below.

Hofbauer passed the qualifying test to become an electronic technician on 13 March 1971, with a grade of 83.35. Kubehl took the same examination in 1970, but did not pass. He took it again on 2 June 1973, and passed with a grade of 82.4. Hofbauer suggested that Kubehl had taken and failed the

examination more than once, but the evidence in this case is to the contrary.

Schoenauer, Olson, and Smith all testified that in considering the eight applicants, they assumed that all of them, having passed the qualifying examination, were eligible for further training to become electronic technicians, and that no consideration was given to the number of times any of them might have taken the examination before passing it. That is a judgment the review board was clearly empowered to make, so long as it acted in good faith. There is no credible evidence that the board acted in bad faith.

Hofbauer claims, and the Postal Service admits, that he has extensive training and experience in electronics. Hofbauer summarized his qualifications in this field as follows (Tr. 47-48):

I've had approximately 12 years experience in various types of communications and electronics, working on telephones, teletype, low speed data, microwave, tropospheric scanner and other control equipment which monitors and switches this type of equipment.

During this time, I've spent over a year in fulltime schooling, eight hours a day, five days a week and this is covered. The equipment which I've worked on from the wiring, the power supplies, the electrical parts, the electronic parts and the mechanical parts of the equipment.

Hofbauer contends that his training and experience should have been given greater weight by the review board. The position of the Postal Service, supported by the testimony of its witnesses, is that Hofbauer's training

and experience were in communication electronics, and that this field has no relation to digital electronics, which is the kind principally required in the postal Service. Hofbauer has had no formal training in digital electronics. Kubehl took a course in digital electronics at OPTO from 7 January to 1 February 1974 and passed with a rating of "Outstanding." (EX-2) The "Training Achievement" report forwarded from the Manager, Facilities Maintenance Support Programs, in Norman, Oklahoma, to the Postmaster of the Phoenix Post Office concerning Kubehl stated that he had the ability to continue to more advanced training in digital computer technology, Postal Source Data System, ZMT, and Optical Character Reader. Hofbauer took his course in Multiposition LSM from 6 July to 3 August 1973 and passed with a rating of "Good." (EX-1) His "Training Achievement" report indicated that he could "perform the normal maintenance on the equipment covered in this course under routine supervision," but responded to the question concerning his ability to continue to more advanced training with the symbol, "NA" (not available), meaning that sufficient data to provide such an evaluation were lacking.

Schoenauer testified without refutation that electronic technicians have sole responsibility for repairing the ZMT machines; that this work is "99 per cent electronic"; that the amount of time an electronic technician spends working on ZMT machines "over a period of a year...would not be

more than 20 per cent of his time"; and that for the remainder of the time he "is doing exactly what the level 6 and 7 M.P.E.'s are doing, mail processing and mechanics are doing, doing electrical and mechanical maintenance on the letter sorter." (Tr. 116)

Schoenhauer also testified that he rated Kubehl over Hofbauer for the following reasons (Tr. 112):

His experience over the past four years or more. He was for a while in the maintenance section, the fact that he had gone to LSM school, the fact that he had gone to Digital Electronics and the instructor there sought to recommend that he could go on to higher, and because he had gotten an outstanding grade.

Olson testified to the same effect. (Tr. 174)

Considering the nature of the electronic technician's job, the three more year's of experience as a MPE mechanic that Kubehl had compared to Hofbauer, and Kubehl's previous training in digital computer technology, which Hofbauer lacked, I can find no support for the challenge to the review board's exercise of its informed judgment. In the absence of any showing of bad faith, this expert group must be accorded a reasonable latitude in the exercise of its discretion.

Hofbauer sought to refute the claim that Kubehl had more experience repairing LSM machines than he had by testifying and submitting evidence (UX-15) purporting to show that his tour (3) was busier than Kubehl's (1). But Kubehl's uncontradicted testimony was that for 15 months he had worked on assignment on tours 2 and 3 prior to getting an official rating in the Maintenance Department. Moreover, Hofbauer's



testimony and evidence on the point were speculative only and provided no basis for any firm conclusions.

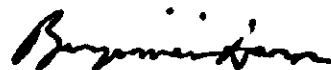
Hofbauer also claims that the review board relied on Form 2577 (Estimate of Potential), and that he was denied copies of these forms during his investigation of his grievance. Smith testified, however, that Form 2577 is used "basically for supervisory positions" (Tr. 150), and Schoenhauer testified that the review board in this case "had no such form and...did not take it into consideration." (Tr. 138) Olson testified to the same effect. (Tr. 177) None of this testimony was contradicted.

Some reference should perhaps be made to the testimony of Jerome Delacourt, General President of the Phoenix Local. He declared that the Union was dissatisfied with the performance of the review boards appointed by the Postal Service, and preferred a standard of promotion that would give first preference to the "senior qualified employee" instead of to the "best qualified employee." This point is irrelevant to this issue except to the extent that it further undercuts Hofbauer's position in this case; for assuming that both he and Kubehl were both qualified for the additional training, Kubehl, as the more senior of the two, would have been given the preference.

There can be no doubt that Hofbauer is a capable employee with considerably more background in communications electronics than Kubehl has. Presumably, this might have given him the edge if repair of the teletype machine had been an important

part of the electronic technician's job. But Schoenhauer's uncontradicted testimony was that Western Union makes all such repairs under a contract with the Postal Service.

In sum, the record establishes conclusively that the Postal Service followed the customary procedures in this case, and that the review board, acting well within the limits of its reasonable and permissible discretion, and without bias or bad faith, selected those candidates whom it deemed best qualified for training and subsequent promotion to the position of electronic technician. There is no basis for my setting aside their decision, and I decline to do so. The grievance is denied.



Benjamin Aaron,  
Arbitrator