

## Article 15—Interpretive Step



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**A**rticle 15 of the National Agreement provides the structure for grievance-arbitration procedures that are negotiated by the parties to resolve disputes. In my November and December 2023 *Postal Record* articles, I reviewed and provided updates to Step B and regional arbitration levels of the process. Now, with this article, I will provide a review and update of the interpretive dispute level.

### Interpretive disputes

Article 15.3.F of the National Agreement provides the process by which interpretive disputes are handled:

F. It is agreed that in the event of a dispute between the Union and the Employer as to the interpretation of this Agreement, such dispute may be initiated at the national level by the President of the Union. Such a dispute shall be initiated in writing and must specify in detail the facts giving rise to the dispute, the precise interpretive issues to be decided and the contention of the Union. Thereafter the parties shall meet at the interpretive step within thirty (30) days in an effort to define the precise issues involved, develop all necessary facts, and reach agreement. Should they fail to agree, then, within fifteen (15) days of such meeting, each party shall provide the other with a statement in writing of its understanding of the issues involved, and the facts giving rise to such issues. In the event the parties have failed to reach agreement within sixty (60) days of the initiation of the dispute at the interpretive step, the Union then may appeal it to arbitration, within thirty (30) days thereafter.

Currently, there are five cases pending at the national level as interpretive disputes. Once an issue commences at the interpretive step, all grievances pertaining to that issue are placed on hold in the grievance process pending resolution of the interpretive issue. These cases are identified below with a brief synopsis of the core interpretive dispute being advanced:

- **Q11N-4Q-J-16655901:** In this interpretative dispute, the responsibility for collection boxes was converted from city delivery to rural delivery. The Postal Service framed the interpretive issue as whether a jurisdictional dispute initiated by NALC that concerns work assigned or being assigned to rural letter carriers may be appealed to arbitration pursuant to Article 15.4 of the USPS/NALC collective-bargaining agreement.

- **Q06N-4Q-C-12180373:** This interpretive dispute arose from a disagreement over when the Oct. 22, 2008, memorandum of understanding (MOU) Re: Assignment of City Delivery expired. The Postal Service took the position that this MOU expired at midnight on Nov. 20, 2011. NALC believes that the Assignment of City Delivery MOU did not expire until the interest arbitration decision known as the “Das award” was issued on Jan. 10, 2013.
- **Q06N-4Q-C-09038600:** This interpretive dispute came about from issues related to implementation of, and compliance with, the MOU Re: Article 32 Committee and the MOU Re: Subcontracting. These MOUs were implemented on Sept. 11, 2007, and placed additional prohibitions on contracting city letter carrier work.
- **Q06N-4Q-C-11377406:** This case was a product of a test conducted by USPS, referred to as the “caser-streeter” program. The test involved restructured city letter carrier assignments by separating the office of a delivery unit’s casing and associated duties from street duties for a six-month period in about 60 sites around the country. The interpretive issue concerning the program is whether the Postal Service may suspend compliance with the National Agreement under the guise of conducting a test. This test was similar, but not identical, to the recent consolidated casing test.
- **6X19-N-6X-C-23276415:** This case concerns the failure of the Postal Service to adequately protect access to employees’ electronic payroll information. As a result, many employees who were enrolled in direct deposit via PostalEase fell victim to a criminal attack on LiteBlue. It resulted in city letter carriers and other postal employees’ wages being diverted and stolen. Prior to the attack, the Postal Service had failed to employ basic security protocols to prevent unauthorized access of employee accounts. In particular, it failed to implement multifactor authentication (MFA), among other available security measures for employees wishing to log into the LiteBlue website. MFA is required by the Handbook AS-805, *Information Security*, which was updated in June 2021. This PostalEase case is scheduled to be heard at national arbitration before Arbitrator Dennis Nolan this month, on Jan. 23 and 24.

As always, NALC will provide updates on any future developments regarding these cases, as well as any additional interpretive disputes that may arise. Here’s wishing you a happy and healthy 2024.