

An update to cases pending at the Interpretive step



**Paul
Barner**

In articles in the May and September/October 2024 issues of *The Postal Record*, I provided an update on the multiple disputes pending at that time at the Interpretive level of the grievance procedure. A recap of those cases and any issue resolved since then are listed below with a brief synopsis of the core issue advanced as the interpretive dispute:

- **Q11N-4Q-J-16655901:** This case arose when collection boxes were 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-09038600:** This interpretive dispute arose from issues related to implementation of, and compliance with, the Memorandum of Understanding (MOU) Re: Article 32 Committee and the MOU Re: Subcontracting. These MOUs were implemented on Sept. 11, 2007, and placed additional prohibitions on contracting out city letter carrier work.
- **6X19-N-6X-C-23276415:** This case concerned the failure of the Postal Service to adequately protect access to employees' electronic payroll information. As a result, many employees enrolled in direct deposit via Postal-EASE fell victim to a criminal attack on LiteBlue, which resulted in the wages of city letter carriers, as well as other postal employees, 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, the Postal Service had 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 case was heard by Arbitrator Dennis Nolan Jan. 23-24, 2024, and the date of the award was Sept. 25, 2024.

Arbitrator Nolan denied NALC's grievance. In his award, he posed a few questions:

What do the parties mean by the employer's obliga-

tion to "pay" employees? Is it enough to make a direct deposit in the bank account on record, or must the Postal Service take further steps to make sure the employees actually receive the direct deposit money? To put it differently, may the Postal Service simply act on the banking information it has or must it act as a guarantor for employees victimized by cyber criminals?

Arbitrator Nolan opined:

The term "pay" is ambiguous. It could fairly be applied either way. To prevail, however, the Union has to prove that its interpretation is superior to that of the Postal Service — that the Postal Service actually violated some provision of the Agreement. The Union failed to do so. The grievance must therefore be denied.

He ended his award with:

The Union failed to prove that the Postal Service violated any specific provision of the National Agreement by failing to pay employees after unauthorized access to LiteBlue resulted in changes to direct deposit information.

Read the award for C-36798 at nalc.org.

- **6X-19N-6X-C-23546250:** This issue concerned the use of the blue hampers in an S&DC. It was resolved. As an update, NALC reached agreement with the Postal Service on settlement of this issue (M-02008) This agreement may be found on the NALC website at nalc.org/mrs by the corresponding "M-number."
- The parties consented to a national-level agreement for grievance 6X19N-6X-C 23546250. The parties agreed that no interpretive issue was found. Additionally, the Job Safety Analysis (JSA), Carriers Using Large Capacity Hampers, July 18, 2024, should be utilized for the use of these hampers in S&DCs and other delivery units.
- **6X 19N-6X-C25009597:** The issue in this case involves the Heat Illness Prevention Program (HIPP) and whether the Postal Service is required to provide heat illness training and maintain accurate training records. Initially, the USPS informed NALC that a dispute regarding the application of the HIPP was under review as a possible interpretive issue. Later, the USPS notified NALC that its review resulted in a determination that no interpretive issue was presented in the case. Recently, the USPS notified NALC that, based on a further review of issues raised in grievances related to the HIPP, a determination of an interpretive issue has been made.
- **6X 23N-6X-C 25506968:** The issue in this case involves the position recently taken by management representatives on Step B teams regarding the arbi-

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Executive Vice President

Interpretive step (continued)

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trability of grievances. Specifically, certain management representatives asserting that a grievance appealed to Step B ceases to be arbitrable if the Step B team fails to issue a decision within 14 days, absent an extension agreement.

- **6X 23N-6X-C 25507021:** The issue in this case involves the Postal Service refusing to comply with a national-level award. Arbitrator Newman issued the NACI Award in a national-level arbitration (6x21C-6X-C-24165358) arising under the American Postal Workers Union contract, and NALC intervened in the case. Arbitrator Newman's June 30, 2025, award held, in relevant part, that a grievance challenging the removal of an employee terminated because of an unfavorable NACI report is arbitrable so long as the employee completed probation prior to the removal. Since the award was issued, USPS has failed to comply with it. USPS recently sued to vacate Arbitrator Newman's award in federal court.

- **6X 23N-6X-C 81163554:** The issue in this case is whether delivery routes that already existed at a facility before that facility became an S&DC must be evaluated under the ARAP-S&DC route evaluation and adjustment process established in M-02006. For nearly a year following the parties' execution of M-02006 and M-02007, USPS and NALC, following the ARAP-S&DC process, jointly evaluated not only routes moved into S&DCs, but also routes that already existed at the facility before it was converted into a S&DC.

USPS's recent unilateral refusal to use the ARAP-S&DC route evaluation and adjustment process, in instances where the routes existed in a facility which is now an S&DC, and either refusing to evaluate routes at all or using Chapter 2 of the M-39 instead of the agreed-upon process, triggered the instant dispute.

As always, NALC will provide updates on any future developments regarding these cases, as well as any additional interpretive disputes that may arise.

Director of Safety and Health

Safety committees (continued)

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ment representatives, including checklists, assessments, and analysis tools.

All of these tasks are important. They all serve to help make your workplace safer. If we truly study what caused an accident (look up root cause analysis in the Occupation-

al Safety and Health Administration [OSHA] library), then, and only then, will we learn how to prevent accidents.

Your branch president is the person authorized to appoint a letter carrier to the safety and health committee at your installation. If there is not a functioning committee, reach out to your branch president to get involved.