

# Several new cases pending at the interpretive step



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In my January *Postal Record* article, I provided an update on the multiple disputes pending at the interpretive level of the grievance procedure. We have had several changes since then. As a recap, 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. USPS 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.
- **6X 19N-6X-C 24379947:** This case concerns the use of the Mobile Delivery Device to clear accountable items, including Arrow Keys. The current language in the *M-41* does not allow for this new process for scanning out accountable items, including Arrow Keys, via the scanner.
- **6X 19N-6X-C 25009597:** The issue in this case involves the Heat Illness Prevention Program (HIPP) and whether USPS is required to provide heat illness training and maintain accurate training records. Initially, USPS informed NALC that a dispute regarding the application of the HIPP was under review as a possible interpretive issue. Later, USPS notified NALC that its review resulted in a determination that no interpretive issue was presented in the case. Recently, 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 certain management representatives on Step B teams regarding the arbitrability of grievances. They assert 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 USPS 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 APWU 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 National Agency Check with Inquiries 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. This case was resolved by the parties on Jan. 30, 2026, and states the following:

M-02015 - The parties agree that all pending grievances related to the above referenced national-level award (6X 21C-6X-C-24165358) will be processed in accordance with Article 15 of the National Agreement, including the scheduling for arbitration, if necessary.

Accordingly, the parties consider the issues raised in case number 6X 23N-6X-C 25507021 to be moot and agree to close this case without prejudice to the position of either party in this or any other matter.

- **6X 23N-6X-C 81163554:** The issue in this case is whether delivery routes that already existed at a facility before that facility became a Sorting & Delivery Center (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 an S&DC. USPS has now taken the position that the ARAP-S&DC process does not apply in S&DCs where there has been no movement of routes into the facility.
- **6E 23N-4E-C 26082758:** The issue in this case is whether the union may seek payments beyond those provided for in Article 17.4. Any case seeking additional remedies to a union official, branch, or charity of the union's choice, outside of paid steward time on the clock or in cases in which a grievance is filed and the steward is also an aggrieved employee, is identified in this national interpretive issue.
- **6X 23N-6X-C 26110897:** The issue in this case is whether the union may file grievances over Article 8.5.F. USPS is taking the position that additional remedies outside of a city carriers' rate of pay are not appropriate.

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