

Local Grievance # _____

Issue Statement (Block 15 on PS Form 8190):

Did management violate Article 29 of the National Agreement when they issued Letter Carrier **[name]** a notice of Revocation of Driving Privileges dated **[date]** and refused to reinstate his/her driving privileges, and if so, what should the remedy be?

Union Facts and Contentions (Block 17 of PS Form 8190):

Facts:

1. The grievant has **[number of years]** years of faithful service with the Postal Service. He/she has been involved in **[#]** vehicle accidents during his/her entire career with the Postal Service.
2. The Notice of Revocation of Driving Privileges states, “...**In making this determination, the following elements of your on-duty driving record have been carefully reviewed and considered:**”
3. The notice goes on to list **[number of dates]** dates where the grievant allegedly committed safety violations.
4. The first date was **[date]**. (List and explain the allegations for each entry)

Contentions:

1. The decision to revoke the grievant’s driving privileges under the circumstances in this case was unreasonable, and a violation of Article 29 of the National Agreement.
2. The agency failed to consider the fact that the grievant has been involved in just **[#]** vehicle accident(s) during his/her entire tenure of **[number of years]** years with the Postal Service. The grievant has driven **[#]** miles five days per week for **[number of years]** years. Therefore, the grievant has driven **[#]** miles for the Postal Service with only **[#]** vehicle accidents.
3. The agency also failed to consider and view the grievant’s explanation objectively for the day in question.
4. The agency hasn’t offered any evidence of the grievant receiving any meaningful refresher driver training.
5. The agency failed to consider the grievant’s tenure and discipline-free service as a mitigating factor in this case.

6. Any policy requiring revocation of Driving Privileges without giving all the considerations outlined in Article 29 and the MOU re: Reinstatement of Driving Privileges cannot be viewed as legitimate.
7. The grievant has been deprived of overtime opportunities he/she would have enjoyed if not for the revocation of his/her Driving Privileges from **[date]** forward.
8. Management failed to show that the grievant's on duty driving record warranted revocation of his/her driving privileges. The Union respectfully requests that an appropriate remedy be granted.

Remedy (Block 19 of PS Form 8190):

1. That management cease and desist violating Article 29 of the National Agreement.
2. That the notice of Revocation of Driving Privileges dated **[date]** and issued to Letter Carrier **[name]** be withdrawn and removed from all employee records and files effective immediately, and that the grievant be returned to driving duties without further delay.
3. That the grievant be made whole for all wages and benefits lost as a result of this action to include any overtime hours the grievant would have enjoyed if not for his/her driving privileges being revoked.
4. That all payments associated with this case be made as soon as administratively possible, but no later than 30 days from the date of settlement.
5. That proof of payment be provided to **[NALC Official]** upon payment, and/or any other remedy the Step B team or an arbitrator deems appropriate.

Add the following issue statement, facts, contentions, and remedy request if we can prove the violation is repetitive:

Issue Statement:

Did management violate Article 15.3.A of the National Agreement along with policy letter M-01517 by failing to comply with the prior Step B decisions or local grievance settlements in the case file, and if so, what should the remedy be?

Facts:

1. Article 15.3.A of the National Agreement states in relevant part:

The parties expect that good faith observance, by their respective representatives, of the principles and procedures set forth above will result in resolution of substantially all grievances initiated hereunder at the lowest possible step and recognize their obligation to achieve that end.

2. M-01517 states in part:

Compliance with arbitration awards and grievance settlements is not optional. No manager or supervisor has the authority to ignore or override an arbitrator's award or a signed grievance settlement. Steps to comply with arbitration awards and grievance settlements should be taken in a timely manner to avoid the perception of non-compliance, and those steps should be documented.

3. Included in the case file are **[Arbitration Awards/Step B decisions/local grievance settlements, etc.]** in which management was instructed/agreed to cease and desist violating Article 29 of the National Agreement.

Contentions:

1. Management violated Article 15.3.A of the National Agreement and M-01517 by failing to abide by the previous Step B decisions/local grievance settlements in the case file. When management violates contractual provisions despite being instructed/agreeing to cease and desist these violations, they have failed to bargain in good faith.
2. The Union contends that Management has had prior cease and desist directives to stop violating Article 29. The Union also contends that Management's actions are continuous, egregious and deliberate. The Union has included past decisions/settlements in the case file to support their claim.

Remedy:

1. That management cease and desist violating Article 15 of the National Agreement.
2. That Letter Carrier(s) [Name], [Name], and [Name] each be paid a lump sum of \$100.00 to serve as an incentive for future compliance.



National Association of Letter Carriers Request for Information

To: _____
(Manager/Supervisor)

Date _____

(Station/Post Office)

Manager/Station _____,

Pursuant to Article 17 and 31 of the National Agreement, I am requesting the following information to investigate a possible violation of Article 29:

1. Copies of any and all documents, statements, records, reports, audio/video tapes, photographs, or other information learned, obtained, developed or relied upon by the Postal Service in revocation of _____'s driving privileges.

I am also requesting time to interview the following individuals:

1. **[Name]**
2. **[Name]**
3. **[Name]**

Your cooperation in this matter, will be greatly appreciated. If you have any questions concerning this request, or if I may be of assistance to you in some other way, please feel free to contact me.

Sincerely,

Shop Steward
NALC

Request received by: _____

Date: _____



National Association of Letter Carriers Request for Steward Time

To: _____
(Manager/Supervisor)

Date _____

(Station/Post Office)

Manager/Supervisor _____,

Pursuant to Article 17 of the National Agreement, I am requesting the following steward time to investigate a grievance. I anticipate needing approximately _____ (hours/minutes) of steward time, which needs to be scheduled no later than _____ in order to ensure the timelines established in Article 15 are met. In the event more steward time is needed, I will inform you as soon as possible.

Your cooperation in this matter will be greatly appreciated. If you have any questions concerning this request, or if I may be of assistance to you in some other way, please feel free to contact me.

Sincerely,

_____ Request received by: _____

Shop Steward
NALC

Date: _____