

**American Postal Workers Union, AFL-CIO**  
**Central Florida Area Local, #1462**  
**10501 South Orange Avenue, Suite 117**  
**Orlando, FL 32824**  
**Phone: 407-854-6396**  
**Fax: 407-854-6399**

---

*Office of Joe Paul, President*  
*E-Mail: JPPaulAPWU@gmail.com*  
*Cell: 863-640-2865*

June 2, 2018

Mike Willard	Tom Downs	Diane Tindle	Don Shandor
Plant Manager	Maintenance Manager	Postmaster	Plant Manager
Orlando P&DC	Orlando P&DC	Orlando Installation	Orlando P&DC

Re: Assignment of employees into the Clerk Craft

All:

It has been brought to my attention that there have been a few employees from 'outside' of the Clerk Craft being assigned to work performing Clerk Craft duties, specifically in the 030 Manual operation without any notification given to the APWU President. Article 13.4.M of the Collective Bargaining Agreement is very specific as it relates to the assignment of ill or injured and light or limited duty employees.

***13.4.M: Management will give the local Union President advance written notification when it is proposed to reassign an ill or injured light or limited duty employee to a cross-craft assignment into an APWU represented craft.***

In the P&DC it has been reported that these employees are working in the 030 Operation and displacing the 030 Clerk Craft duty assignment bid holders. I have also been advised that there are Carriers and CCAs (non-career) working Clerk Craft duties in a couple of the Stations and Branches, and again without notification to the APWU President as outlined in the Collective Bargaining Agreement, as well as in Item(s) 15-16-17 of the Local Memorandum of Understanding (LMOU). For brevity purposes I will place a couple of portions of the specific items below, versus the entire language, since you should have a copy of this agreed upon and mutually signed document already.

***16.2 Craft assignments will be considered based upon the nature of the illness or injury of the employee. In making the assignments under this provision, management will first explore the possibilities of placing the employee in the section to which they are assigned. No employee will be displaced in whole or part from their bid assignment when providing light duty assignments.***

***17.2 Maintenance craft assignments are considered to be, but not limited to the following: Administrative office work, policing outside areas, general office duties, and any other duties within the employee's restrictions.***




The APWU recognizes that there are occasions when there is a need to accommodate ill or injured employees, but there is language that governs that. As an example, I have been told that there is work available within the Maintenance Craft that our Maintenance employees should be able to perform within their temporary duty restrictions. The intent of the LMOU and contractual language is to keep the APWU apprised of any such restrictions and work that our APWU represented employees can perform. As you can see in the LMOU Item 16.2 above, **“In making the assignments under this provision, *management will first explore the possibilities of placing the employee in the section to which they are assigned.*”**

The LMOU language is also intended to open up a dialog between the APWU and USPS so that we could both explore opportunities for employees to be able to be accommodated and continue to work hours while ‘temporarily’ ill or injured. Without any dialog it is virtually impossible to have meaningful input from the APWU.

In Customer Service, I am told that there are a few City Carriers and CCAs (non-career Carriers) performing Clerk Craft work in the Stations and Branches. As I stated previously, the APWU President must be given written advance notification of any such assignments. The intent is for management to make every effort to find work within the employee’s medical limitations within his/her own Craft initially. Without any APWU input there would be no dialog where the APWU could assist in exploring opportunities to find work within the employee’s own craft and section where they are assigned. There are many such arbitration awards and Step 3 resolves with these precise scenarios where the USPS has had to pay monetary awards for these violations.

I would like to discuss these issues as soon as possible.

Sincerely,



President

Cc: Robert McSorley, Vice-President

