



**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*

September 28, 2016

Don Shandor  
Plant Manager  
Orlando P&DC

Don:

I am in receipt of two letters notifying the APWU that it is the intent of the USPS to offer Modified Duty Assignments to two Mail Handler employees into the APWU Clerk Craft. Prior to your approving such, I am requesting the following information as it relates to this notification. I have also noticed that on page one of the PS Form 2499 (Offer of Modified Assignment), Section II under Assignment Title, you state 'Modified Mail Handler'. I am assuming that this offer is for a modified Mail Handler position and this letter does not specifically list Clerk duties, although 'light filing of documents' surely is classified as clerical duties. Please let this letter serve as an official request for this information for both Mail Handler employees; Shari Massey and Elizabeth Mecias:

1. If these Mail Handler employees are to perform anything other than what you have listed on the PS Form 2499, I expect to be notified in writing of such,
2. Please provide what steps have been taken, according the ELM 546, to find medically suitable work in the Mail Handler Craft, such as patch up, light machine loading and incidentals, and etc....
3. I see that both employees have a 10 pound weight restriction; it would seem that a Mail Handler could load some of the machinery within that restriction (and other incidental duties listed in #2 above). Can you identify work within their Mail Handler craft that they can perform?
4. Have these employees reached MMI (Maximum Medical Improvement)?
5. Reassignments across craft lines within an installation are in conflict with the Reassignment Memorandum of Understanding (MOU) in the Collective Bargaining Agreement. According to Headquarters, ELM 546 is not considered an exception under this MOU.
6. Could you provide a copy of the employees CA-17's and when are these employees expected to return to full duty?

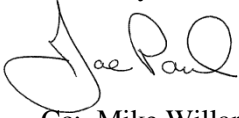
The Seminole P&DC Local Memorandum of Understanding (LMOU-Article 30), specifically item(s) 15, 16, 17 outline the following:

- 15. The number of light duty assignments within **each craft** or occupational group to be reserved for temporary or permanent light duty assignment.
- 16. The method to be used in reserving light duty assignments so **that no regularly assigned member of the regular work force will be adversely affected.**
- 17. The identification of assignments that are to be considered light duty **within each craft** represented in the office



I look forward to discussing these concerns with you as well as looking over the information you provide, so it can be determined that all provisions of the ELM, Collective Bargaining Agreement, and Article 19 Handbooks and Manuals have been adhered to. Thank you in advance.

Sincerely,

A handwritten signature in black ink that reads "Joe Paul". The signature is written in a cursive style with a large initial "J" and "P".

Cc: Mike Willard, Plant Manager  
Stewards, Seminole P&DC

