



**American Postal Workers Union, AFL-CIO**  
**Central Florida Area Local, #1462**  
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December 13, 2016

Tim Holmes  
Postmaster  
Orlando P&DC

Tim:

I wanted to reaffirm the conversation we had earlier today. It is the position of the Central Florida Area Local (APWU) that the overtime desired list employees (OTDL) who expressed the willingness to work can work seven (7) days per week if need be, and the sixty hour (60) limitations do not apply during the month of December for overtime desired list employees.

As an example:

- If employees A and B are off on Saturday and Sunday and employee A is on the OTDL, and employee B is not, and management determines that they need an employee to work on Saturday, then **OTDL employee A** would be selected. If management then determines they need another employee to work on Sunday, then the **OTDL employee A** would be selected once again. At this juncture the 'Penalty Overtime Exclusion' period for calendar year 2016 begins Pay Period 25-16-Week 2 (**December 3, 2016**) -and ends Pay Period 01 -17 -Week 1 (**December 30, 2016**).

The reason for my calling and speaking with directly was that I have been advised that there may be some of your EAS staff scheduling non-OTDL employees prior to offering this overtime to full-time regular employees who are on the off day OTDL. There is nothing contained within the framework of the Collective Bargaining Agreement that gives management the right to violate the provisions of Article 8. Working OTDL employees seven (7) days per week during the 'Penalty Overtime Exclusionary Period' is not a possible Safety concern as you suggested, if it was, then of course the many references in the Article 8 language of 'excluding December' would not have been agreed upon by the USPS and APWU at the national level. This language has been a constant in the Collective Bargaining Agreement dating back decades.

Since the work schedules will be posted either today or tomorrow, this is a notification 'in advance' of any possible contractual violations on the part of the USPS management staff in the Orlando Installation. Scheduling the employees the correct way would prevent any potential problems/violations, and would alleviate any monetary liabilities on the part of the USPS. If you have any questions and/or concerns feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads "Joe Paul".

Cc: Robert McSorley, Vice President

