ADDENDUM

This is an Addendum to the Local Memorandum of Understanding that will be added as Line Item #23 of the LMOU of the Elgin Postal Service.

Union Official Leave Without Pay time for NALC Branch 4739 Officers, will never be denied. NALC Branch 4739 will inform management as soon as possible as to when Union Official LWOP time will be required.

Michael Losurdo

NALC By. 4739, President

Stefania Congetta Alfano

NALC Br. 4739, Vice President

Nora McKay

NALC Br. 4749 Elgin, Steward &

Thomas Castillo

Elgin Postmaster

Richard S. Powers

Elgin Manager

This is clarification to Line Item #9 of the Local Memorandum of Understanding in the Elgin Post Office.

Line Item 9.A & B referrérs to Career Letter Carriers and 9.C referrers to City Carrier Assistance.

Michael Losurdo

NALC Br. 4739, President

Thomas Castillo Elgin Postmaster

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LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

UNITED STATES POST OFFICE

ELGIN, ILLINOIS 60120/60123

AND

MICHAEL LOSURDO BRANCH 4739

NATIONAL ASSOCIATION OF LETTER CARRIERS

AFL-CIO

FAX 630-571-4218 Page 1.

LINE ITEM # 1. ADDITIONAL OR LONGER WASH UP PERIODS.

A reasonable wash-up time shall be granted to carriers prior to leaving for the street and at the end of their tour. This time shall be entered on Line 21 of form 1838C worksheet and the Management summary of form 1838.

LINE ITEM # 2. THE ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE DAYS WITH EITHER FIXED OR ROTATING DAYS OFF.

All regular Letter Carriers in the Elgin Post Office shall be on a rotating days off schedule. The work week shall be Saturday through Friday.

LINE ITEM # 3. GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO CONFORM TO ORDERS OF LOCAL AUTHORITIES OR AS LOCAL CONDITIONS WARRANT BECAUSE OF EMERGENCY CONDITIONS.

It is recognized by both parties that, on occasion, emergency conditions may exist which would encourage the Employer to consider the curtailment of postal operations. Reasonable consideration shall be given, but not limited to, such conditions as:

- 1) Health and safety of the employees.
- 2) Hazardous weather conditions.
- 3) The degree of the emergency as stated and acted upon by local authorities.
- 4) Accessibility of the Post Office.

Management will make reasonable efforts to notify the employees at the earliest possible time of the curtailment of Postal Operations by means of mass calling/text messages, available public media such as, but not limited to, local radio.

LINE ITEM # 4. FORMULATION OF LOCAL LEAVE PROGRAM

Section 1. Local Leave Program

- A) Installation heads and or supervisors are responsible for scheduling and granting leave on an equitable basis.
- B) Care shall be exercised to insure that no carrier is required to forfeit any part of his/or her annual leave.
- C) There will be no exchange of leave weeks between letter carriers.
- D) No carrier will be called into work while on leave except in the event of a catastrophic emergency situation.

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- E) Overtime Desired Carriers desiring to work their non-schedule day while on leave may provide a written notice to Management prior to the start of his or her vacation. A copy will be provided to Br. 4739.
- F) Military leave will not be counted as part of a carrier's selection for the vacation bidding, nor will it count against the office's quota.
- G) A minimum of three (3) Br. 4739 members will be allowed off to attend union sponsored or endorsed training programs or special meetings.
- H) Incidental / personal days of leave will be made available to carriers in accordance with Line Item # 9 of this LMOU for those carriers that have available leave or will have earned the leave prior to the desired date, in the following manner;
 - 1) Carriers are only guaranteed to be the senior bidder for one incidental/ personal day during any month, i.e., one Saturday, one Monday, etc. and must have available leave.
 - 2) Request for a second Saturday, second Monday, second Tuesday, etc., in the same month will be accepted by the Employer and will be held, if no other carrier has submitted a request for that same day, by Tuesday proceeding the incidental leave day, the request will no longer be on hold and will be treated as a valid selection.
 - 3) During Selections, request for multiple days in any one month period, i.e. four Saturdays, four Mondays, etc., must indicate on the P.S. Form 3971 in the comment section, the priority number of each selected day.
- Management will post an updated version of the vacation and incidental board that is ring dated, by 12 noon of every Tuesday in each station of ElgIn. A copy will be provided to Br. 4739.

Section 2. Choice and Non Choice Vacation Bidding Period Formulation

- A) The initial vacation bidding period will consist of two rounds of selections for Choice and Non-Choice in accordance with Line Item # 7. Carriers that will have earned and or are entitled to 13 days of leave may select up to ten (10) days continuous vacation during first round and those entitled to 20-26 days may select up to fifteen (15) days continuous vacation during first round.
- B) After all Employees have made their first round of selection(s), a second round of selection(s) may be made, provided the total number of days does not exceed the ten (10) or fifteen (15) days in Choice as allowed in Article 10. Section 3.d., of the National Agreement.
- C) City Carrier Assistant's (CCA's) will be granted the opportunity to make annual leave selections during the vacation bidding period and incidental leave up to 104 hours (maximum possible annual hours that may be earned in a one year time period starting with their hire date). Leave under this provision will be contingent upon the employee having sufficient leave balance when the leave in taken.

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Section 3. Bidding Procedures during Choice and Non-Choice Vacation Bidding Period.

- A) A schedule for the initial vacation bidding period will be posted three weeks prior to the commencement of the vacation bidding period, assigning each carrier by seniority, their designated bidding periods in increments of 5.
- B) All employees will submit a P.S. Form 3971 no later than 9:00 am of the day that ends their designated bidding period to their supervisor. A signed copy indicating approval or disapproval will be returned to the employee and Br. 4739 prior to the employee clocking out on the day that concludes their designated bidding period.
- C) The representative of Br. 4739, upon receipt of the approved P.S. Form 3971, will place the employee's name on the vacation board, by seniority and will continue in this manner until completed. No names will be added onto the vacation board without an approved 3971.
- D) Carriers who are non-schedule or scheduled to be on leave during their designated days, may submit their bids to the employer or Br. 4739 representative in advance.
- E) Carriers who are off work due to unscheduled absence during their designated days, may advise the representative of Br. 4739, of their vacation selections by telephone or by proxy no later than 9:00 AM of the day that ends their designated bidding period. A 3971 will be submitted with the selections made, on behalf of the employee by the representative of Br. 4739.
- F) Carriers who fail to bid by 9:00 am of the day that ends their designated bidding period, will lose their right to bid during that particular round of bidding.
- G) After the initial two rounds of vacation period bidding has ended, a third round will be posted for 72 hours allowing carriers the option to sign up for any additional available leave weeks by seniority. Carriers will be required to submit their 3971 to their supervisor by 9:00 am on the day that concludes the third round of bidding. Management upon receipt of the 3971's will make every effort to return the approved or denied 3971 back to the employee and the representative Br. 4739 as soon as possible, but no later than 72 hours from close of the third round of selections.
- H) The representative Br. 4739, upon receipt of the approved P.S. Form 3971, will place the employee's name on the vacation board, by seniority and will continue in this manner until completed. No names will be added onto the vacation board without an approved 3971.
- I) After the third round has ended and the vacation board has been updated, a fourth round will be posted for 72 hours allowing for the selection of Incidental/ personal days off in qualifying weeks. By the end of the 72 hour period, carriers are to submit a completed 3971 for each incidental/personal leave being requested to the representative Br. 4739. Carriers will be considered for incidental/personal leave on a seniority basis during this round of bidding and in accordance to Line Item # 4 Section 1.H (1-3).

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- J) Once the representative Br. 4739 has determined the senior bidder(s) for the incidental/personal leave board, all of the corresponding 3971's will be turned over to management. Management upon receipt of the 3971's will make every effort to return the approved or denied 3971 back to the employee and the representative Br. 4739 as soon as possible, but no later than 72 hours from close of the fourth round of selections.
- K) The representative Br. 4739, upon receipt of the approved P.S. Form 3971, will place the employee's name on the incidental board. No names will be added onto the incidental board without an approved 3971.
- L) At the conclusion of the Vacation Bidding Period, Management will post a notice indicating that the vacation board and incidental board is closed and when the board will be posted simultaneously, on each side of town, for additional selections of available full weeks and incidental days, on a first come first serve basis as in accordance to Line item #12.

LINE ITEM # 5. DURATION OF THE CHOICE VACTION PERIOD

The Choice vacation period will begin with the first full week in May and will end, the end of the first full week in October. In addition, the week of U-46 Spring break and the Thanksgiving Holiday Week shall be made part of the choice vacation period. Any portion of the leave year which falls outside the choice vacation period as defined above, will be considered non-choice vacation time.

LINE ITEM # 6. THE DETERMINATION OF THE BEGINGING DAY OF THE EMPLOYEES VACATION PERIOD

The leave week shall being on Sunday and end on Saturday inclusive.

LINE ITEM # 7. OPTION TO REQUEST TWO SELECTIONS DURING CHOICE PERIOD OF EITHER FIVE OR TEN DAYS.

Letter Carriers and City Carrier Assistant that have earned and or are entitled to 13 days leave may select up to ten (10) days continuous vacation in Choice. Those entitled to 20-26 days may select up to fifteen (15) days continuous vacation in Choice, in accordance with Line Item # 4 Section 2. A-C and Article 10 Section 3.D of the National Agreement.

Selection Options in Choice Vacation Period.

A) Employees who are entitled to 13 days of leave will be allowed to select one (1) week or ten (10) days of continuous vacation in Choice (CVP).

Option Example; ONE Week in CVP

OR

TWO CONSECUTIVE Weeks in CVP

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B) All Employees that are entitled to 20-26 days of leave will be allowed to select up to two (2) weeks with one split or fifteen (15) days continuous vacation in Choice (CVP).

Option 1 Example; ONE WEEK in CVP & ONE NON-CONSECUTIVE WEEK in CVP
Option 3 Example; ONE WEEK in CVP & TWO CONSECUTIVE WEEKS in CVP

Carriers may use additional Annual Leave in conjunction with their prime choice period vacation if they so choose, subject to normal approval procedure, and in accordance with Line Item #4 and 12 of this LMOU.

LINE ITEM # 8. WHETHER JURY DUTY AND ATTENDANCE AT THE NATIONAL OR STATE CONVENTION SHALL BE CHARGED TO THE CHOICE VACATION PERIOD.

Letter Carriers on jury duty for three or more days during their choice vacation shall be eligible for another available period within the choice vacation period. Choice shall be made within five (5) working days after returning to duty.

Attendance to the State and National Conventions shall not be charged as part of their choice vacation selection(s). Fifty (50) percent of the employees attending the State Convention shall be charged to the vacation board. I.e., two employee will be attending the State, one slot will be reserved for those two individuals.

LINE FTEM #9. DETERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD.

- A) In the Elgin Post Office twelve percent (12%) shall be allowed off during each week of choice vacation period. In those instances where computing the twelve percent (12%) does not result in a whole number, and the fractional result is .49 or higher, the next whole number shall be considered the correct figure.
- B) During the non-choice vacation period the number of carriers allowed off shall be seven percent (7%). In those instances where computing the seven percent (7%) does not result in a whole number and the fractional result .49 or higher, the next whole number shall be considered the correct figure.
- C) After the appropriate amount of leave weeks (slots) have been determined as described above, One (1) additional leave slot will be added to each leave week excluding the week of U-46 Spring Break, Columbus and Thanksgiving through the last full week of December.

<u>FOR EXAMPLE</u>; When 12% of carriers allowed off during Choice results in 9 slots, one additional slot will be added, which would equate to 10 slots instead of 9. The same applies in Non-Choice.

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D) In weeks with one (1) or two (2) open slots (leave weeks), both slots will be reserved for incidental/personal leave. In weeks that are full (all slots taken), but have slot(s) available through cancellation(s), will be available as incidental / personal leave, if no carrier(s) has been awarded the senior bidder of the cancelled week(s) of leave, as in accordance to Line # 12 section 2.E. The maximum amount of slots that may be reserved for the purpose of incidental/personal leave weeks will not exceed two (2) slots in any given leave week.

FOR EXAMPLE; When 10 leave weeks (slots) are available for bid, and 9 slots are selected, the remaining slot will be open for incidental/personal leave. When 10 leave weeks (slots) are available for bid, and only 8 are selected, the 2 remaining slots will be open for incidental/personal leave. In weeks that have 10 slots available for bid, and all 10 slots have been selected, there will be no incidental/personal days in that specific leave week. If cancellation(s) of full leave week(s) results in open slot(s) for bid and are not selected as full week(s) of leave, the open slots(s) will be open for incidental/personal leave (not to exceed two slots in any given leave week).

E) There will be no incidental/personal days on days designated as the Holiday and the working day succeeding the actual holiday.

LINE ITEM #10. THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE.

An approved PS Form 3971 will serve as the official notice for vacation periods.

LINE ITEM # 11. DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR.

The Vacation Leave Year will begin on the first full pay period in February of each year and will continue for fifty-two (52) consecutive weeks.

Branch 4739 and or Employer shall, no later than three (3) weeks prior to the commencement of vacation bidding, post the vacation calendar and a notice indicating the dates on which employees are scheduled to bid in accordance to Line Item # 4 Section 3.A.

LINE ITEM # 12. THE PROCEDURE FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD.

Section 1. Procedure for requesting vacation leave for open periods (first come/first served).

A) Request for full weeks and or incidental/personal leave, will be granted on the basis of earliest submission of P.S. Form 3971. Request must be made by Tuesday prior to the open leave week or available incidental/personal day.

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- B) Carriers can only be the senior bidder for one incidental/ personal day during any month, i.e., one Saturday, one Monday, etc. If a carrier submits a request for second day within the same month, i.e. two Saturdays, two Mondays, etc. they will receive consideration for the second day only if no other bids are received for the requested day by the Tuesday prior to the open incidental day.
- C) All requests for open weeks of leave or incidental/personal days must be validated by a representative of Br. 4739, validation will consist of a representative of Br. 4739's initials, date and time of the submission of the request. The employee or the representative of Br. 4739 will submit the completed form to Management to obtain their signature indicating that they are in receipt of the 3971. If one is unavailable, the other will validate the form and obtain the counterparts validation upon first availability and a copy of the signed form will be provided to the employee immediately. All 3971's received without this criteria are invalid and will not receive consideration.
- D) If more than one bid for the same period is submitted on the same date and time, seniority will prevail.
- E) A revised incidental / vacation board will be posted in accordance to Line # 4 Section 1. H. and an approved/disapproved 3971 will be returned to the employee on the same day as the posting (the Tuesday succeeding the date of the submitted request for leave). If the Employer fails to post the revised vacation board and return the approved or disapproved P.S. Form 3971 to the employee as required, the requested leave will automatically be approved.

Section 2. Cancellation of Full Weeks of Leave or Incidental/Personal days

- A) Annual Leave may be cancelled in full weeks only. An exception to this provision is cancellation of previously approved leave of less than forty hours.
- B) An Employee's intention to cancel a week of annual leave must submit a P.S. Form 3971 to the Employer no later than 14 calendar days prior to the beginning of the vacation period to be canceled. The employer will provide a copy of the canceled leave to the representative of Br. 4739 upon receipt of the notification.
- C) Except during open periods, the Employer will post a notice indicating "cancelled leave" on the bulletin boards in all units no later than the start of the business on the first full workday following the receipt of the cancellation notice and will update the vacation board accordingly. The cancelled period will remain posted for eight (8) working days. Br. 4739 will be provided a copy of said notice.
- D) Carriers desiring the cancelled leave week must submit a copy of a validated P.S. Form 3971 in the bid box, on either side of town by 9:00 AM on the 8th day of the notice. Any 3971's received outside of this criteria are invalid and will not receive consideration. Carriers bidding on cancelled leave, understand that the week of leave, if approved is in addition to leave that is already scheduled and not instead of.
- E) If after eight (8) working days, no bids have been submitted, the cancelled period will become available for bidding on first come first served basis in accordance to Section 1. A of line item #12.

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- F) Full weeks of annual leave may be cancelled on shorter notice if Br. 4739 and Management mutually agree and there is ample time for another employee to bid on the cancelled week in accordance to Section 1.A of line item #12.
- G) An Employee's intention to cancel an incidental/personal day of annual leave must submit a P.S. Form 3971 to the Employer no later than 14 calendar days prior to the beginning of the vacation day to be canceled. The employer will provide a copy of the canceled leave to Br. 4739 upon receipt of the notification and will posted a revised incidental leave board.
- H) The cancelled incidental/personal leave day will be available to bid on first come first served basis in accordance to Section 1. A of line item #12, provided that there is not another 3971 for a second day within the same month, i.e. two Saturdays, two Mondays, etc., previously submitted by another carrier.

LINE ITEM #13. THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY.

The scheduling of employees on a Holiday or day designated as their Hollday will be in the following order of priority;

- 1) All Full-Time volunteers by seniority (HOL & N/S).
- 2) All Part time flexible employees to the maximum extent possible.
- 3) All City Carrier Assistants to the maximum extent possible.
- Non-Volunteer Fuli-Time regulars who will be working on their non-scheduled day (N/S), selected inverse seniority.
- 5) Non-Volunteer Full-Time regulars who will be working on their holiday (HOL), inverse seniority.
- 6) Non- Volunteer Employees who are scheduled to be on annual leave the week succeeding a holiday schedule, who will be working on their non-schedule day (N/S), inverse seniority.
- Non-Volunteer Employees who are scheduled to be on annual leave the week succeeding a holiday schedule, who will be working on their holiday (HOL), inverse seniority.

When two employees on the same bracket, either volunteer or is being forced to work on the holiday schedule, the employee who will be working their non-schedule day (N/S), will be moved off the bracket and will be assigned to any other available route.

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LINE ITEM #14. WHETHER "OVERTIME DESIRED LIST" SHOULD BE POSTED BY SECTION OR TOUR.

The overtime desired list shall be posted installation wide. The list shall be posted two weeks prior to the start of a quarter for sign-up by the carrier time clock in both offices. Only those carriers desiring overtime will sign their name and indicate their preference of ten (10) hour ODL or twelve (12) hour ODL. Br. 4739 will be provided a copy of the ODL signup sheet.

LINE ITEM #15. THE NUMBER OF LIGHT DUTY ASSIGNMENTS TO BE RESERVED FOR TEMPORARY/PERMANENT LIGHT DUTY.

Any letter carriers eligible for light duty assignment will be accommodated, providing that work is available.

LINE ITEM # 16. METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENT.

When a letter carrier requests a light duty assignment, and is eligible in accordance with Article 13 of the National Agreement, management will review the letter carrier's physical restrictions.

LINE ITEM #17. IDENTIFICATION OF LIGHT DUTY ASSIGNMNETS.

- 1) Casing routes, including their own.
- 2) Labeling carrier cases and label making.
- 3) Rewriting or upgrading route books.
- 4) Auxiliary routes or any delivery assignment within the light duty restrictions.
- 5) Class, zip+4 and AIS maintenance including station input.
- 6) Collections, delivery of express mail and transporting mall within the light duty restrictions.
- 7) Any other carrier office or street duties for which the light duty employee is qualified.

When the above assignments provide inadequate to cover the assignments requested by employees, the installation head will meet with a representative of Br. 4739 to determine what work may be designated as light duty. Duties within reason, which Br.4739 and Employer identify, will be designated as light duty.

LINE ITEM #18. IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION FOR THE PURPOSE OF REASSIGNMENT WITHIN AN INSTALLATION OF EMPLOYEES EXCESS TO THE NEEDS OF THAT SECTION.

A Section shall be defined as all city delivery assignments within the Elgin Post Offices.

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LINE ITEM #19. ASSIGNMENT OF PARKING SPACES.

The Employer will continue to provide parking spaces for all employees.

LINE ITEM #20. THE DETERMINATION AS TO WHETHER ANNUAL LEAVE TO ATTEND UNION ACTIVITIES REQUESTED PRIOR TO DETERMINATION OF CHOICE VACATION PLAN.

The State and National Convention will be reserved on the vacation board. Br. 4739 will advise the Employer one week prior to the posting of the vacation bidding period schedule, as to the dates in which the State and National Conventions are to be held and the number of delegates planning on attending. Fifty (50) percent of the employees attending the State Convention shall be reserved on the vacation board and One hundred (100) percent of the employees attending the National Convention shall be reserved on the vacation board prior to the start of the vacation bidding period is to begin.

Leave to attend any Letter Carrier Union related functions, other than State and National Convention, i.e. training, grievance activities, District meetings, Regional Assemblies, shall not be part of the total choice vacation period quotas. Br. 4739 will notify the Employer as far in advance as possible of these functions.

LINE ITEM #21. THOSE ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE CRAFT PROVISIONS OF THIS AGREEMENT.

- Carriers will be granted two ten minute street breaks.
- Carriers wishing to wave their lunch period may do so provided that they have properly filled out the locally generated expanded form 3189 and obtained signatures from both the supervisor and Br. 4739's steward prior to leaving for the street.
- 3) Upon the request of either party, Labor-Management meetings will be held with the total number of representatives for each party not to exceed two (2) unless both parties agree to otherwise. All parties will be on the clock for the duration of the meeting. Minutes of the Labor Management meeting shall be taken by both parties if they so choose. Any agreement reached at these meetings shall be in writing and will be binding.
- 4) The Employer will post a revised Overtime Desired Hours of Equability Worksheet on each side of town, every Saturday.
- 5) The Employer will post the Route/Carrier Daily Performance/Analysis Report on each side of town, daily.

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LINE ITEM #22. LOCAL IMPLEMENTATION OF THE AGREEMENT RELATING TO SENIORITY,
REASSIGNMENT, AND POSTING.

A. Preferential Bidding;

- 1) Bidding for vacant assignments in the craft will be restricted to Letter Carriers in the Elgin Post Office, with seniority being the determining factor.
- 2) A vacant or newly established duty assignment not under consideration for reversion shall be posted within fourteen (14) calendar days from the day it becomes vacant or established and will remain posted for ten (10) days. Br. 4739 will be provided a copy of this posting.
- 3) Letter Carriers applying for an assignment shall be submitted in accordance with the National Agreement. Within ten (10) days after the closing date of the posting, the Employer shall post a notice indicating the successful bidder. Br. 4739 will be provided a copy of this posting.
- 4) A full time letter carrier's route will be posted for bid when his or her starting time is changed by more than one hour.
- 5) When a letter carrier route or full-time duty assignment other that the letter carrier route(s) or full-time duty assignment(s) of the junior employee(s) is abolished as a result of, but not limited to, route adjustments, highways, housing protects, all routes and full-time duty assignments held by letter carriers who are junior to the carrier(s) whose route(s) or full-time duty assignment(s) was abolished shall be posted for bid in accordance with the posting procedures in Article 41 of the National Agreement. Br. 4739 reserves the right to delete the application of this provision.

B. Opting on temporary assignments;

- 1) The Employer will post all temporarily vacant full-time duty assignment of anticipated duration of five (5) days or more, or four (4) days of a holiday week.
- 2) Full-time reserve, unassigned regular carriers, part-time flexible and city carrier assistance eligible to opt on vacant routes as a temporary hold down, must place a bid in the bid box with their preference in the order of priority by the preceding Tuesday by 7:59 AM. Br. 4739 and the Employer will open the bid box jointly at 8:00 AM every Tuesday and will determine the successful bidder of the opted route for the proceeding week.
- 3) In those circumstances where an assignment becomes available after the posting of the weekly schedule and prior to the start of the vacant week, the Employer will inquire as to the preferences of each employee specified above, and award the assignment to the senior employee who indicates a preference.
- 4) The Employer will post all notices and will provide copies of posting and award notices to Br. 4739 on the day of each posting or award.
- 5) The successful bidder of the hold down, will work the duty/hours of the assignment for the duration of the vacancy.

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SEPARABILITY AND DURATION

Should any part of this Memorandum of Understanding, or any provision herein found to be inconsistent with the National Agreement or be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a court of competent jurisdiction, such invalidation of such part or provisions of this Memorandum of Understanding will not invalidate the remaining portions, and they will remain in full force and effect.

This Memorandum will be in force until replaced by a new Memorandum negotiated pursuant to the provisions of the 2016-2019 National Agreement.

This Memorandum of Understanding was entered into on the 14th day of November, 2017 between representatives of the United States Postal Service, Elgin Illinois and representatives of Michael Losurdo Branch 4739 of the National Association of the National Association of Letter Carriers, AFL-CIO, pursuant to the local implementation provisions of the 2016-2019 National Agreement.

Thomas Castillo Postmaster

Elgin, Illinois 60120/60123

Richard S. Powers Elgin Annex Manager Elgin, Illinois 60120/60123 Michael Losyrdo

President

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