

ARTICLE 25

PAYROLL DUES DEDUCTION AND UNION SECURITY

25.01 Payroll Dues Deduction.

The Company agrees to make collection of Union dues or an amount equal thereto from any eligible employee through payroll deduction upon the order in writing signed by such employee and to pay over the amount thus deducted to the Union. The Company will continue to make such payroll deductions for employees who have properly executed dues deduction cards on file. Except as provided below, or as provided in the Memorandum of Understanding between the parties, or as otherwise provided by applicable law, all cards may only be revoked during the 10 day period preceding the expiration date of this Agreement and the same 10 day period each year during the life of this Agreement.

- A. Cancellations by employees of such written authorization for payroll deductions must be in writing and the Company agrees to notify the Union forthwith of the receipt of any such written cancellations.
- B. Such cancellation requests must be sent individually by certified mail to the *Payroll Office Manager* with a copy to the Union, postmarked during one of the 10 day periods described in 25.01 above. The Company shall cease such deductions the month after the receipt by the Company of the certified notice.
- C. The Union may, by written notice (over the signature of its Secretary) given to the Company, terminate, with respect to any employee, the obligation and right of the Company to make such deductions. The Company shall give notice of such termination to the employee.
- D. Cancellation of such dues deductions will be made by the Company on the transfer or promotion of an employee to an ineligible position effective the first payroll period following

the transfer or promotion and will notify the Union of such cancellation.

- E. Authorization cards which by their terms are revocable at will are not subject to the 10 day revocation periods referred to in 25.01 above.

25.02 Dues Requirements.

Each employee who is a member of the Union or who is obligated to tender to the Union amounts equal to periodic dues on the effective date of this Agreement, or who later becomes a member, and all employees entering into the bargaining unit on or after the effective date of this Agreement, shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members for the period from such effective date or, in the case of employees entering into the bargaining unit after the effective date on or after the thirtieth day of such entrance, whichever of these dates is later, until the termination of this Agreement. (For the purpose of this article, "employee" shall mean any person entering into the bargaining unit except an occasional employee.)

25.03 Effective Dates for Dues Collection.

Each employee who is a member of the bargaining unit on or before the effective date of this Agreement and who on the effective date of this Agreement was not required as a condition of employment to pay or tender to the Union amounts equal to the periodic dues applicable to members, shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members for the period beginning 30 days after the effective date of this Agreement until the termination of this Agreement.

25.04 Movement In and Out of Bargaining Unit.

The condition of employment specified above shall not apply during periods of formal separation from the bargaining unit by any such employee but shall reapply to such employee on the thirtieth day following his/her return to the bargaining unit. The

term "formal separation" includes transfers out of the bargaining unit, removal from the payroll of the Company, and leaves of absence of more than one month duration.

25.05 Application Under the Law.

Sections 25.02 and 25.03 shall apply only in those States where the law permits the Union to enter into this type of Union security agreement. If during the term of this contract the Union shall become duly authorized under the laws of any other State to enter into this type of Union security agreement, the effective date of this Article as to employees in such State shall be the date upon which the Company receives proper written evidence from the Union that it is fully qualified to enter into such an agreement in such State.

25.06 COPE Payroll Deduction.

The Company agrees to make collection of CWA-COPE-PAC payments of any bargaining unit employee through payroll deduction upon the order in writing, signed by such employee, and to pay over the amount thus deducted to the CWA-COPE-PAC.

25.07 Deduction Cost.

It is agreed that the Union will pay the Company the cost of making deductions.

25.08 Union Dues Deduction Agreement.

In addition to this section of the Agreement, the parties have concurrently executed a separate Union Dues Deduction Agreement.

**ARTICLE 26
ABSENCES FOR UNION DUTIES**

26.01 Excused Time for Union Duty.

Subject to limitations expressed below, employees who are elected or appointed to an office or committee in or for the Local, District or National Union and who are certified in writing to the