

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

Company by the Vice President or the Executive Board of the Union as having to be absent from their regular Company work for the proper performance of their lawful duties to the Union in connection with such office or committee shall be excused without pay for periods not exceeding, in the total, 120 work days in any calendar year provided that such absences shall not exceed 30 consecutive days in any 1 period. However, for Union officers as identified and limited by 17.01C the 120 work days may be increased to a maximum of 150 work days upon approval at the Company bargaining level. Except for unforeseen situations, a Local officer shall notify the immediate supervisor of the employee to be released when such absence is to begin and for what period the employee expects to be absent. The status of employees absent for such duties shall be the same, including seniority, as for other employees excused from Company duties for personal reasons not in excess of 30 consecutive days at any one period.

The excusal of employees from Company duty to perform Union duties shall not be followed to the extent of withdrawing adequate protection of telephone service in any department or locality.

26.02 Union Leave of Absence.

Employees whose Union duties require their absence from Company work for a period, or periods, in excess of those set out in 26.01 shall apply to the Company for a leave of absence without pay, and the Company shall grant such leave of absence for a reasonable period not to exceed one year. Leaves of absence granted pursuant to this Article shall be subject to the conditions hereinafter stated in 26.03.

- A. Requests for leaves of absence shall be made in writing by the employee and the Vice President of the Union or his/her delegated representative, with the request being directed to the Executive Director of Labor Relations of the Company at least 30 days before such leave is to begin.
- B. Requests for such leaves of absence shall be acted upon promptly by the Company.

26.03 Conditions of Leaves of Absence.

Leaves of absence granted under the terms of 26.02 are subject to these conditions.

- A. The period of an employee's absence on such leave shall be included in determining such employee's seniority with the Company. However, for the purpose of determining the length of service upon which such employee's wage progression is based, such employee shall be given credit for only the first 30 days of the first leave of absence granted such employee. When the employee returns from leave, his/her wage progression, if determined in accordance with an automatic wage scale, shall be accelerated by reducing the normal intervals between increases by one-half until the employee shall have attained his/her position on his/her wage scale commensurate with his/her length of service had he/she not been on leave of absence.
- B. During the period of such employee's leave of absence, such employee's qualified dependent, or dependents shall retain eligibility to Sickness-Death Benefits. The employee may continue coverage under the BellSouth Medical Assistance Plan when employed by CWA or when elected or appointed to a CWA office within a Local Union. The employee may continue his/her own coverage under the BellSouth Dental Assistance Plan and the BellSouth Vision Assistance Plan by individual payment of the full amount of appropriate payment.
- C. Employees who return to Company duty at the expiration of such leaves of absence shall be placed on the payroll at the rate received when such absence was granted, adjusted for any changes in wage level made during the period of such leave of absence. In the event such leave of absence has expired and such employee desires to, and is otherwise entitled to, resume employment with the Company, but at the time of such expiration such employee is unable to perform the required Company duties because of sickness, such employee shall nevertheless be re-employed, and in determining the eligibility

of such employee to sickness payments the first day of such re-employment shall be considered as such employee's first day of absence because of sickness.

- D. Such leave of absence for an employee shall be terminated at his/her request prior to the expiration of such leave of absence only in case the employee is able to perform on a full-time basis the Company duties required of such employee. The term "full-time basis" as used in the preceding sentence shall not be construed to deny to such employee incidental participation in Union matters without pay if excused by the Company for such purposes. An employee requesting to return from Union leave under this paragraph shall give his/her supervisor reasonable notice.
- E. The termination of this Agreement by either party shall not affect the leave status or re-employment rights of an employee who is on leave of absence granted under 26.02.
- F. Notwithstanding the provisions of 21.02, employees on such leaves of absence shall not be entitled to receive from the Company any pay or compensation for time consumed in meetings with Management, or necessarily consumed in traveling to and from such meetings.

26.04 Limitations of Union Leaves.

In the event the Company is of the opinion that the duties being performed by an employee are not within the intent of this Article, the Company shall notify the employee and the Union and allow the employee an opportunity to cease such duties.

ARTICLE 27 DISTRIBUTION OF AGREEMENT

27.01 Distribution to Employees.

The Company shall have this Agreement printed in a union shop and distributed to all of its present employees and shall hand a copy to all employees when they begin work with the Company.