

**UNION SHOP-DUES DEDUCTION**

**UNION SHOP**

1. In accordance with and subject to the terms and conditions hereinafter set forth, all employes of the Corporation now or hereafter subject to the rules and working conditions agreement between the parties hereto shall, as a condition of their continued employment subject to such agreement, become members of the union party to this agreement representing their crafts or classes within sixty (60) calendar days of the date they first perform compensated service as such employes after the effective date of this agreement, and thereafter shall maintain membership in good standing in such union; except that such membership shall not be required of any individual until he has performed thirty (30) days of such compensated service within a period of twelve (12) consecutive calendar months. Nothing in this agreement shall alter, enlarge or otherwise change the coverage of the present or future rules and working conditions agreement.
2. (a) Employes who have secured seniority under the rules and working conditions agreement and who are subsequently regularly assigned or transferred to full-time employment not covered by such agreement or are furloughed on account of force reduction will not be required to maintain membership as provided in Section 1 of this agreement so long as they remain in such other employment or furloughed as herein provided, but they may do so at their option. Should such employes return to any service covered by the said rules and working conditions agreement they shall, as a condition of their continued employment subject to such agreement, be required to become and remain members in good standing in the union within thirty (30) days from date of their return to such service.  
  
(b) The seniority status and rights of employes granted leave of absence to serve in the Armed Forces shall not be terminated by reason of any of the provisions of this agreement but such employes shall, upon resumption of employment, be governed by Section 1 of this Agreement.
3. Nothing in this agreement shall require an employe to become or to remain a member of the union if such membership is not available to such employe upon the same terms and conditions as are generally applicable to any other members, or if the membership of such employe is denied or terminated for any reason other than the failure of the employe to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this Section, dues, fees, and assessments shall be deemed to be "uniformly required" if they are required of all employes in the same status at the same time in the union.
4. (a) The Corporation will furnish to the union information with respect to the employment status of employes represented by it, and which information is pertinent to the administration of this agreement. The union will notify the Corporation in writing of any employe who by reason of failure to comply with the terms of this agreement is not entitled to continue in employment. Upon receipt of such notice, the Corporation will, as promptly as possible but within (10) calendar days of such receipt, so notify the employe concerned in writing by certified mail, return receipt requested, or by

personal delivery evidenced by receipt. Copy of such notice shall be given the union. Any employe so notified who disputes the fact that he has failed to comply with the terms of this agreement, shall, within a period of ten (10) calendar days from the date of such notice, request the Corporation in writing to accord him a hearing which shall be held as soon as possible and within ten (10) calendar days of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employe in writing by certified mail, return receipt requested, or by personal delivery evidenced by receipt. Copy of notice of such hearing shall be given to the union and the union shall attend and participate in the hearing. The receipt by the Corporation of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the Corporation is rendered. In the event the employe concerned fails to request a hearing as provided herein, the Corporation shall proceed to terminate his employment and seniority not later than thirty (30) calendar days from receipt of the above described notice from the union, unless the Corporation and the union agree otherwise in writing.

- (b) The Corporation shall determine on the basis of the evidence produced at the hearing whether or not the employe has complied with the terms of this agreement, and shall render a decision accordingly. Such decision shall be rendered within ten (10) calendar days of the hearing date and the employe and the union shall be promptly advised thereof. If the decision is that the employe has not complied with the terms of this agreement, his employment and seniority shall be terminated within ten (10) calendar days of the date of said decision, unless the Corporation and the union agree otherwise in writing. If the decision of the Corporation is not satisfactory to the employe or to the union, it may be appealed directly to the highest officer of the Corporation designated to handle such appeals. Such appeals shall be taken within ten (10) calendar days of the date of the decision appealed from, and if taken, shall operate to stay action on the termination of employment, until the decision on appeal is rendered. The Corporation shall promptly notify the other party in writing of any such appeal. The decision on such appeal shall be rendered within ten (10) calendar days of the date the appeal is taken, and the employe and the union shall be promptly advised thereof. If the decision on such appeal is that the employe has not complied with the terms of this agreement, his employment and seniority shall be terminated within ten (10) calendar days of the date of said decision unless the Corporation and the union agree otherwise in writing. Such decision on appeal shall be final and binding unless within ten (10) calendar days thereof the union or the employe involved requests the selection of a neutral person to decide the dispute as provided in Section 4(c) below. Any request for selection of a neutral person as provided in Section 4(c) below shall operate to stay action on the termination of seniority and employment until not more than ten (10) calendar days from the date decision is rendered by the neutral person.
- (c) If within ten (10) calendar days after the date of a decision on appeal by the highest officer of the Corporation designated to handle appeals under this agreement the union or the employe involved requests such highest officer in writing that a neutral person be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest officer of the Corporation designated to handle appeals under this agreement or his designated representative, the Chief Executive of the union or his designated representative, and the employes involved or his representative. If they are unable to agree upon the selection of a neutral person,

any one of them may request the Chairman of the National Mediation Board in writing to appoint such neutral person. The Corporation, the union and the employe involved shall have the right to appear and present evidence at a hearing before such neutral person. Any decision by such neutral person shall be made within thirty (30) calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties. The Corporation, the employe and the union shall be promptly advised thereof in writing. If the position of the employe is sustained, such fees, salary and expenses shall be borne in equal shares by the Corporation and the union. If the position of the employe is not sustained, such fees salary and expenses shall be borne in equal shares by the Corporation and the union and the employe.

- (d) Time limits specified in this Section may be extended in individual cases by written agreement of the Corporation and the union.
  - (e) The union shall notify the Corporation in writing of the title(s) and address(es) of its officers or representatives who are authorized to serve and receive notices described in this Section. The Corporation shall notify the union of the title(s) and address(es) of its officers or representatives who are authorized to receive the notices described in this Section.
5. The Corporation shall not be required to terminate the employment of any employe until such time as the services of a qualified replacement are available. The determination of whether a qualified replacement is available shall be made jointly by the designated representative of the Corporation and the designated representative of the union. The Corporation may not, however, retain any employe in service under the provisions of this paragraph for a period on excess of ninety (90) calendar days from the date of the union's original notice or sixty (60) calendar days from the date of the last decision rendered in accordance with Section 4 above.

Employes whose service is extended under the provisions of this Section shall not, during such extension, retain or acquire any seniority rights.

6. An employe whose employment and seniority is terminated pursuant to the provisions of this agreement shall have no time or money claim by reason thereof.
7. In the event that seniority and employment under the rules and working conditions agreement is terminated by the Corporation under the provisions of this agreement, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the union shall indemnify and save harmless the corporation against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment; provided, however, that this sentence shall not apply to any case in which the Corporation is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case the Corporation acts in collusion with any employe; provided further, that the aforementioned liability shall not extend to the expense to the Corporation in defending suits by employes whose seniority and employment are terminated by the Corporation under the provisions of this Agreement.

**DUES DEDUCTION**

8. (a) Subject to the terms and conditions hereinafter set forth, the Corporation will deduct from the wages of employes, membership dues, fees and assessments (excluding fines and penalties) whenever applicable each calendar quarter which are uniformly required as a condition of acquiring or retaining membership in the union upon written and unrevoked authorization of the employe on the form (Individual Authorization Form - Attachment "A") agreed upon by the parties hereto, a copy of which is attached and made a part of this Appendix A.  
  
(b) The designated representative of the union shall promptly notify in writing the Officer or Officers designated by the Corporation of any special assessments or changes in amounts of fees or dues, and shall also furnish to such designated Officer or Officers of the Corporation, the individual authorization forms as provided for herein.
9. (a) Individual authorizations to be effective for a particular calendar quarter must be in the possession of the Corporation not later than the twentieth (20th) day of the month preceding the month in which such deductions are to be made.  
  
(b) The designated representative of the union shall furnish to the Corporation an initial statement in alphabetical order, showing the employe's name, lodge number, Social Security number and amount to be deducted, such statement to be furnished together with individual authorization forms to cover, not later than the twentieth (20th) day of the month preceding the month in which the deductions become effective. Subsequent quarterly deductions will be based on the initial statement, plus a quarterly statement showing additions or deletions, furnished in the same manner as the initial statement required hereby.
10. Said deductions will be made only from wages earned in the first pay period of the second month (February, May, August and November) of each calendar quarter and shall be remitted by check to the Officer designated by the union not later than the end of the month in which deductions are made, accompanied by a list in alphabetical order showing the name of each employe for whom a deduction was made, his lodge number, Social Security number and the amount of the deduction and the total amount of money deducted. If the earnings of the employes are insufficient in the first pay period of the month in which deductions are made to permit the full amount of the deduction, no deduction will be made for that calendar quarter. In the event of any excess or shortage in said deductions for an individual employe, said excess or shortage will be subject to adjustment by the union and the individual employe.
11. The following payroll deductions will have priority over the deductions covered by this Agreement:  
  
Federal, state and local taxes.  
Other deductions required by law and court orders.  
Amounts due Corporation.
12. The deductions provided for herein shall not be effective with respect to any individual employe until the Corporation has been furnished with written authorization of assignment of wages of such quarterly

membership dues, initiation fees, reinstatement fees, and assessments. Such assignment shall be revocable in writing after the expiration of one year, or upon termination of this Agreement.

13. Responsibility of the Corporation under this arrangement shall be limited to remitting to the union the amount actually deducted from wages of employes pursuant hereto and the Corporation shall not be responsible financially or otherwise for failure to make deductions or for improper or inaccurate deductions. Any question arising as to the correctness of the amount deducted shall be handled between the employe involved and the union, and any complaints against the Corporation in connection therewith shall be handled by the union on behalf of the employes concerned.
14. The union shall indemnify and save harmless the Corporation from and against any and all claims, demands, liability, losses or damage resulting from the entering into this Agreement or arising or growing out of any dispute or litigation from any deductions made by the Corporation pursuant to this Agreement; except for remitting to the union the monies deducted pursuant to this Agreement; provided, however, that this sentence shall not apply to any case in which the Corporation is the plaintiff or the moving party in the action or in which case the Corporation acts in collusion with any employe; provided further, that the aforementioned liability shall not extend to the expense of the Corporation in defending suits by employes as a result of the Corporation's actions under this Agreement.
15. In the event of a change in representation of employes now represented by the union this Agreement shall be automatically terminated as of the date official notification is received from the National Mediation Board of such change in representation.

ADDENDUM TO DUES DEDUCTION SUPPLEMENT

between

NATIONAL RAILROAD PASSENGER CORPORATION  
(AMTRAK)

and

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES (NEC)

In conformity with the provisions of the Voluntary Payroll Deduction of Political Contributions Agreement signed August 31, 1979, the parties hereby amend the Dues Deduction Supplement to the May 19, 1976, labor agreement to the extent necessary to provide for the deduction of employees' voluntary political contributions on the following terms and bases:

1. (a) Subject to the terms and conditions hereinafter set forth, the carrier will deduct from the wages of employees voluntary political contributions upon their written authorization in the form (individual authorization form) agreed upon by the parties hereto, copy of which is attached, designated "Attachment A" and made a part hereof.  
  
(b) Voluntary political contributions will be made monthly from the compensation of employees who have executed a written authorization providing for such deductions. The first such deduction will be made in the month following the month in which the authorization is received. Such authorization will remain in effect for a minimum of twelve (12) months thereafter until cancelled by thirty (30) days' advance written notice from the employee to the Brotherhood and the carrier by registered mail. Changes in the amount to be deducted will be limited to one change in each 12-month period, and any change will coincide with a date on which dues deduction amounts may be changed under the dues deduction supplement.
2. The General Chairman or his designated representative shall furnish the carrier with copy to appropriate units of the Brotherhood, an initial statement by lodges, in alphabetical order and certified by him, showing the amounts of deductions to be made from each employee, such statement to be furnished together with individual authorization forms to cover, and payroll deductions of such amounts will commence in the month immediately following. Subsequent monthly deductions will be based on the initial statement plus a monthly statement showing additions and/or deletions furnished in the same manner as the initial statement required herein above.
3. Monthly voluntary political contribution deductions will be made from wages at the same time that membership dues are deducted from the employee's paycheck.
4. Concurrent with making remittance to the organization of monthly membership dues, the carrier will make separate remittance of voluntary political contributions to the Treasurer, Maintenance of Way Political League, together with a list prepared in accordance with the requirements of the Dues

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**Union Shop and Dues Check-Off Agreement, with Amendment, dated June 30, 1988**

Deduction Supplement pertaining to the remittance of monthly membership dues, with a copy to the General Chairman.

5. The requirements of this agreement shall not be effective with respect to any individual employee until the employer has been furnished with a written authorization of assignment of wages of such monthly voluntary political contribution.

FOR THE BROTHERHOOD OF  
MAINTENANCE OF WAY EMPLOYEES

FOR THE NATIONAL RAILROAD  
PASSENGER CORPORATION

*/s/ Jed Dodd*

*/s/ L. C. Hriczak*

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J. Dodd  
General Chairman

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L. C. Hriczak  
Director-Labor Relations

*/s/ John J. Davison 6-30-88*

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J. J. Davison  
General Chairman