

AGREEMENT
between the
UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

The Brotherhood of Locomotive Engineers (hereinafter called the "Brotherhood") has requested that the Union Pacific Railroad Company, Eastern District (hereinafter called the "Carrier") withhold and deduct from the wages of such of its employees in engine service (road and yard), who are members of the Brotherhood, periodic membership dues and insurance premiums and to pay over to the Brotherhood the amounts so deducted and withheld, less amounts deducted as provided by Section 4.

IT IS AGREED:

Section 1. The Carrier shall, subject to the terms and conditions of this agreement, withhold and deduct sums for uniform monthly membership dues and insurance premiums due the Brotherhood from the wages due and payable to employees in engine service (road and yard) who are members of the Brotherhood and who have so authorized the Carrier by signed authorization, in the form set forth in Exhibit A, attached hereto and made a part hereof. The authorization shall, in accordance with its terms, be revocable in writing at any time after the expiration of one year from the date of its execution, or upon the termination of this agreement, or upon the termination of the rules and working conditions agreement between the parties hereto, whichever occurs sooner. Revocation of authorization shall be on the form specified in Exhibit B attached hereto and made a part hereof, and both the authorization and revocation of authorization forms shall be reproduced and furnished as necessary by the Brotherhood without cost to the Carrier.

The Brotherhood shall assume the full responsibility for the procurement and proper execution of said forms by employees, and for the delivery of said forms to the Carrier. Revocation of authorization forms shall be delivered to the Carrier not later than the 15th day of the month in which the termination of deduction is to become effective.

Section 2. The Secretary-Treasurer of the BLE Division of which the employee is a member shall furnish to the Carrier, not later than August 15, 1959 a certified statement showing in alphabetical order, the name of each member, the aggregate amount of current monthly dues and insurance premiums for each member who has signed the authorization form herein referred to, and which signed authorization has been filed with the Carrier or attached to the aforementioned list and, subsequently, not later than the 15th day of each month, furnish a certified statement showing information as mentioned above for such members who have been added or deleted from the initial list, or any change in the uniform monthly dues and insurance premiums. If no changes are to be

made in a current month, the Secretary-Treasurer of the BLE Division will advise the Superintendent accordingly, not later than the 15th day of each month.

Section 3. Deductions will be made from the wages earned in the last period of the month in which the aforementioned certified statement is furnished to the Carrier. The following payroll deductions will have priority over deductions in favor of the Brotherhood as covered by this agreement:

- a.) Federal, State and Municipal taxes and other deductions required by law, including garnishment and attachments and any other prior liens which the Carrier must respect.
- b.) Amounts due the Carrier.
- c.) Union Pacific Railroad Employees Hospital Association.

If the earnings of the employee are insufficient, after all prior deductions have been made, to remit the full amount of deductions authorized by an employee hereunder, no deduction for dues and insurance premium on behalf of the Brotherhood shall be made by the Carrier and the Carrier shall not be responsible for such collection.

Deductions made hereunder shall be made only on the regular payroll. No deductions shall be made from special payrolls or from time vouchers. Responsibility of the Carrier under this agreement shall be limited to remitting to the Brotherhood amounts actually deducted from the wages of employees pursuant to this agreement and the Carrier shall not be responsible financially or otherwise for failure to make deductions or for making improper or inaccurate deductions. Any question arising as to the correctness of the amount deducted shall be handled between the employee involved and the Brotherhood, and any complaints against the Carrier in connection therewith shall be handled by the Brotherhood on behalf of the employee concerned. Nothing herein contained shall be construed as obligating the Carrier to collect any dues or insurance premiums from employees who leave its service or whose wages shall be involved in any claim or litigation of any nature whatsoever.

Section 4. In consideration of the service described above and to pay for the expense of administration, the Carrier shall retain from the sum of all deductions made in each month nine (9) cents per member from whom the deduction is made in such month and will remit to the Secretary-Treasurer of each BLE Division of the Brotherhood the balance due the Brotherhood of the amount deducted from the wages of the members. The Carrier will make such remittance not later than the 25th day of the month following the month from which the deduction is made. The Carrier will at the time of such remission furnish the Secretary-Treasurer of each BLE Division with a list of the employees from whom deductions were made showing the amount of such deductions.

Section 5. No part of this agreement shall be used in any manner whatsoever either directly or indirectly as a basis for a grievance or time claim by or in behalf of an employee; and no part of this or any other agreement between the Carrier and the Brotherhood shall be used as a basis for a grievance or time claim by or in behalf of any employee predicated upon any alleged violation of, or misapplication or noncompliance with, any part of this agreement.

Section 6. Except for remitting to the Brotherhood monies deducted from the wages of employees, the Brotherhood shall indemnify, defend and save harmless the Carrier from and against any and all claims, demands, liability, losses or damage resulting from the entering into of this agreement or arising or growing out of any dispute or litigation resulting from any deductions made by the Carrier from the wages of its employees for or on behalf of the Brotherhood.

Section 7. This agreement is subject to the express agreement of the parties hereto to observe and comply with the provisions of the applicable federal and state laws now in existence or enacted during the term hereof, it being the intention of either party hereto to relieve the other party hereto from complying with any provision of this agreement which may be in conflict with or violate any applicable state or federal law now in existence or enacted during the term hereof.

Section 8. This agreement shall become effective August 1, 1959 and shall remain in effect until altered, changed or cancelled in accordance with the Railway Labor Act, as amended:

Signed at Omaha, Nebraska, this 25th day of May, 1959.

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

/s/ F. D. SAMPIER
General Chairman

FOR UNION PACIFIC
RAILROAD COMPANY

/s/ C. H. BURNETT
General Manager, Eastern District

WAGE ASSIGNMENT AUTHORIZATION

_____ Superintendent,

Union Pacific Railroad Company,

Name _____
(Last) (First) (Middle Initial)

Home Address _____ Division _____
(Street and Number)

Department _____

_____ Occupation _____
(City or Town)

I hereby assign to the Brotherhood of Locomotive Engineers that part of my wages necessary to pay my monthly membership dues in the Brotherhood of Locomotive Engineers, and insurance premiums for insurance issued by the Brotherhood of Locomotive Engineers, as such dues and premiums are reported to the Union Pacific Railroad Company by the Secretary-Treasurer, BLE Division No. __, Brotherhood of Locomotive Engineers, or his successors, in monthly statements, certified by him, as provided under the Check-Off agreement entered into by and between the Organization and the Union Pacific Railroad Company on _____ and I hereby authorize the Union Pacific Railroad Company to deduct from my wages all such sums and pay them over to such Secretary-Treasurer, BLE Division No. __, Brotherhood of Locomotive Engineers, in accordance with the said Check-Off agreement. This authorization may be revoked in writing by the undersigned after the expiration of one (1) year, or upon the termination of the aforesaid Check-Off agreement or upon the termination of the union agreement between the Company and the Brotherhood, whichever occurs sooner.

_____, 19 ____
(Date)

(Signature) (BLE Division No.)

_____ Superintendent,

Union Pacific Railroad Company,

Name _____
(Last) (First) (Middle Initial)

Home Address _____ Division _____
(Street and Number)

Department _____

_____ Occupation _____
(City or Town)

Effective _____, I hereby revoke the Wage Assignment Authorization now in effect assigning to the Brotherhood of Locomotive Engineers that part of my wages necessary to pay my monthly dues, and insurance premiums, now being withheld pursuant to the Check-Off agreement between the Brotherhood and the Union Pacific Railroad Company, and I hereby cancel the Authorization now in effect authorizing the Union Pacific Railroad Company to deduct such monthly union dues, and insurance premiums from my wages.

_____, 19 ____
(Date)

(Signature)

(BLE Division No.)

AGREEMENT
between the
UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Section 4 of the agreement between the Union Pacific Railroad Company, Eastern District, and the Brotherhood of Locomotive Engineers, dated May 25, 1959, covering the check-off of union dues, reads in part:

"In consideration of the service described above and to pay for the expense of administration, the Carrier shall retain from the sum of all deductions made in each month nine (9) cents per member from whom the deduction is made in such month and will remit to the Secretary-Treasurer of each BLE Division of the Brotherhood the balance due the Brotherhood of the amount deducted from the wages of the members."

It is agreed that effective March 1, 1961, that part of Section 4 quoted above will be modified to read:

"In consideration of the service described above and to pay for the expense of administration, the Carrier shall retain from the sum of all deductions made in each month ten (10) cents per member from whom the deduction is made in such month and will remit to the Secretary-Treasurer of each BLE Division of the Brotherhood the balance due the Brotherhood of the amount deducted from the wages of the members."

Dated at Omaha, Nebraska, this 30th day of December, 1960.

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

/s/ F. D. SAMPIER
General Chairman

FOR UNION PACIFIC
RAILROAD COMPANY

/s/ C. H. BURNETT
General Manager, Eastern District

AGREEMENT
between the
UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Section 4 of the agreement between the Union Pacific Railroad Company, Eastern District, and the Brotherhood of Locomotive Engineers, dated May 25, 1959, covering the check-off of union dues, which was last revised effective March 1, 1961, reads in part:

"In consideration of the service described above and to pay for the expense of administration, the Carrier shall retain from the sum of all deductions made in each month ten (10) cents per member from whom the deduction is made in such month and will remit to the Secretary-Treasurer of each BLE Division of the Brotherhood the balance due the Brotherhood of the amount deducted from the wages of the members."

It is agreed that effective March 1; 1965, that part of Section 4 quoted above will be modified to read:

"In consideration of the service described above and to pay for the expense of administration, the Carrier shall retain from the sum of all deductions made in each month twelve (12) cents per member from whom the deduction is made in such month and will remit to the Secretary-Treasurer of each BLE Division of the Brotherhood the balance due the Brotherhood of the amount deducted from the wages of the members."

Dated at Omaha, Nebraska, this 10th day of February, 1965.

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

/s/ F. D. SAMPIER
General Chairman, BofLE

FOR UNION PACIFIC
RAILROAD COMPANY

/s/ O. A. DURRANT
General Manager

UNION PACIFIC RAILROAD COMPANY
Department of Labor Relations
Eastern District

J. H. Kenny
Director of Labor Relations

1416 Dodge Street
Omaha, Nebraska 68102

J. J. Marchant
Asst. Director of Labor Relations

E-01 3-104

December 24, 1973

E. G. Becker, General Chairman
Brotherhood of Locomotive Engineers
Omaha, Nebraska

Dear Sir:

This refers to prior correspondence and conference regarding Article II of the National Agreement dated April .27, 1973 titled "Cost-Free Union Dues Deduction Agreement."

Section 4 of the agreement between the Brotherhood of Locomotive Engineers and Union Pacific Railroad providing for dues deductions dated May 25, 1959, as amended February 10, 1965, reads as follows:

"In consideration of the service described above and to pay for the expense of administration, the Carrier shall retain from the sum of all deductions made in each month twelve (12) cents per member from whom the deduction is made in such month and will remit to the Secretary-Treasurer of each BLE Division of the Brotherhood the balance due the Brotherhood of the amount deducted from the wages of the members."

IT IS AGREED:

Section 4 of the agreement dated May 25, 1959, as amended February 10, 1965, is amended to read as follows:

"The Carrier shall remit to the Secretary-Treasurer of each BLE Division of the Brotherhood the amount deducted from the wages of the members. The Carrier will make such remittance not later than the 25th day of the month following the month from which the deduction is made. The Carrier will at the time of such remission furnish the Secretary-Treasurer of each BLE Division with a list of the employees from whom deductions were made showing the amount of such deductions."

Yours truly,

/s/ J. H. KENNY

ACCEPTED:

/s/ E. G. BECKER

General Chairman