
RULE 30 – DUES DEDUCTION

- a. Subject to the conditions herein set forth, the Corporation will withhold and deduct from wages due Passenger Engineers represented by the Brotherhood of Locomotive Engineers and Trainmen amounts equal to periodic dues, assessments and insurance premiums (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in the Brotherhood of Locomotive Engineers and Trainmen.
- b. No such deduction will be made except from the wages of a Passenger Engineer who has executed and furnished to the Corporation a written assignment, in the manner and form herein provided, of such periodic dues, assessments and insurance premiums. Such assignment will be on the form specified in Attachment “A” and will, in accordance with its terms, be irrevocable for one (1) year from the date of its execution.
- c. Deductions as provided for herein will be made by the Corporation in accordance with a deduction list furnished by the Secretary-Treasurer of the Local Division of the Brotherhood of Locomotive Engineers and Trainmen in form specified in Attachment “B”, which may be changed by Corporation as conditions require. Such list will be furnished to Director, Payroll Operations, separately for each Local Division. Thereafter, a list containing any additions or deletions of names, or changes in amount, will be so furnished to the Corporation on or before the 20th day preceding the month in which the deduction will be made.
- d. Deductions as provided for herein will be made monthly by Corporation from wages due Passenger Engineers for first biweekly pay period (or corresponding period for those paid on a weekly basis) which ends in each calendar month, and the Corporation will pay, by draft, to the order of the General Committee of Adjustment of the Brotherhood of Locomotive Engineers and Trainmen, the total amount of such deductions, on or before the 10th day of the month following the month in which such deductions are made. With said draft, the Corporation will forward to the said General Committee of Adjustment of the Brotherhood of Locomotive Engineers and Trainmen a list setting forth any scheduled deductions which were not made, and will provide a copy of said list to the Secretary-Treasurers of the Local Divisions of the Brotherhood of Locomotive Engineers and Trainmen.
- e. No deduction will be made from the wages of any Passenger Engineer who does not have due to him for the pay period specified an amount equal to the sum to be deducted in accordance herewith, after all deductions for the following purposes have been made:
 1. Federal, State, and Municipal Taxes;
 2. Other deductions required by law, such as garnishment and attachments;
 3. Amounts due Corporation.
- f. Responsibility of the Corporation will be limited to remitting to the Brotherhood of Locomotive Engineers and Trainmen amounts actually deducted from the wages of Passenger Engineers as outlined herein, and the Corporation will not be responsible financially or otherwise for failure to make proper deductions. Any question arising as to the correctness of the amount deducted will be handled between the Passenger Engineer involved and the Brotherhood of Locomotive Engineers and Trainmen, and any complaints against the

Corporation in connection therewith will be handled by the Brotherhood of Locomotive Engineers and Trainmen on behalf of the Passenger Engineer concerned.

- g. A Passenger Engineer who has executed and furnished to the Corporation an assignment may revoke said assignment by executing the revocation form specified herein within fifteen (15) days after the end of the year, but if the Passenger Engineer does not so revoke the assignment, it will be considered as re-executed and may not be revoked for an additional period of one (1) year, and the re-executed assignment will similarly continue in full force and effect and be considered as re-executed from year to year unless and until the Passenger Engineer executes a revocation form within fifteen (15) days after the end of any such year. Revocation of assignment will be in writing and on the form specified in Attachment "C", and both the assignment and revocation of assignment forms will be reproduced and furnish as necessary by the Brotherhood of Locomotive Engineers and Trainmen without cost to the Corporation. The Brotherhood of Locomotive Engineers and Trainmen will assume the full responsibility for the procurement of the execution of said forms by Passenger Engineers, and for the delivery of said forms to the Corporation. Assignment and revocation of assignment forms will be delivered with the deduction list herein provided for to the Corporation not later than the 20th of the month preceding the month in which the deduction or the termination of the deduction is to become effective.

Note: The one (1) year prohibition against revocation of the Wage Assignment Authorization referred to in this paragraph (4)(g) has no application to a Passenger Engineer who is changing union membership under the provisions of paragraph (a) of Rule 29, Union Shop.

- h. No part of this Rule will be used in any manner whatsoever, either directly or indirectly, as a basis for a grievance or time claim by or in behalf of any Passenger Engineer, and no provision herein or any other provision of the agreement between the Corporation and the Brotherhood of Locomotive Engineers and Trainmen will be used as a basis for grievance or time claim by or in behalf of any Passenger Engineer predicated upon any alleged violation of, or misapplication or noncompliance with, any provisions of this Rule.
- i. The Brotherhood of Locomotive Engineers and Trainmen will indemnify, defend and save harmless the Corporation from any and all claims, demands, liability, losses or damage resulting from the entering into or complying with the provisions of this Rule.