

ARTICLE 39

SECTION A

UNION SHOP AGREEMENT  
(Effective March 1, 1953)

Agreement effective 3/1/53  
Printed as Form 697 Std.  
MODIFIED

1. In accordance with and subject to the terms and conditions hereinafter set forth, all employes of the Company now or hereafter subject to the rules and working conditions agreements between the parties hereto, except as hereinafter provided, shall, as a condition of their continued employment subject to such agreements, become members of the Brotherhood within sixty calendar days of the date they first performed compensated service as such employes after the effective date of this ~~agreement~~, and thereafter shall maintain membership in the Brotherhood; except that such membership shall not be required of any individual until he has performed compensated service on thirty days within a period of twelve consecutive calendar months. Nothing in this ~~agreement~~ shall alter, enlarge or otherwise change the coverage of the present or future rules and working conditions agreements.

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2. The requirements of membership provided for in ~~Section 1~~ of this ~~agreement~~ shall be satisfied if any employe shall hold or acquire membership in any one of the labor organizations, national in scope, organized in accordance with the Railway Labor Act and admitting to membership employes of a craft or class in train, yard, engine or hostling service that is, in any of the services or capacities, covered in Section 3, First, (h), of the Railway Labor Act, defining the jurisdictional scope of the First Division of the National Railroad Adjustment Board; provided, however, that nothing contained in this ~~agreement~~ shall prevent any employe from changing membership from one organization to another organization admitting to membership employes of a craft or class in any of the services above specified.

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NOTE TO PRINTER

Where the circled word "Brotherhood" appears, insert "Organization" and change "Company" to "Carrier".  
p. 141, 142, 143, 144, 145 & top p. 146

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3. (a) Employees who retain seniority under the rules and working conditions agreements governing their class or craft and who are regularly assigned or transferred to full time employment not covered by such agreements, or who, for a period of thirty days or more, are (1) furloughed on account of force reduction, or (2) on leave of absence, or (3) absent on account of sickness or disability, 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 or absent as herein provided, but they may do so at their option. Should such employees return to any service covered by the said rules and working conditions agreements and continue therein thirty calendar days or more, irrespective of the number of days actually worked during that period, they shall, as a condition of their continued employment subject to such agreements, be required, within thirty-five calendar days from date of their return to such service, to comply with the provisions of Sections 1 and 2 of this agreement. ~~Section A~~

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(b) The seniority status and rights of employees furloughed to serve in the Armed Forces or granted leaves of absence to engage in studies under an educational aid program sponsored by the federal government or a state government for the benefit of ex-service men shall not be terminated by reason of any of the provisions of this ~~agreement~~ but such employees shall, upon resumption of employment, be considered as new employees for the purposes of applying this ~~agreement~~. ~~Section A~~

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(c) Employees who retain seniority under the rules and working conditions agreements governing their class or craft and who, for reasons other than those specified in subsections (a) and (b) of this ~~section~~, are not in service covered by such agreements, or leave such service, will not be required to maintain membership as provided in Sections 1 and 2 of this ~~agreement~~ so long as they are not in service covered by such agreements, but they may do so at their option. Should such employees return to any service covered by the said rules and working conditions agreements they shall, as a condition of their continued employment, be required, from the date of return to such service to take membership in one of the organizations specified in ~~Sections~~ 1 and 2 of this ~~agreement~~. ~~Section A~~

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4. Nothing in this ~~agreement~~ shall require an employe to become or to remain a member of the Brotherhood if such membership is not available to such employe upon the same terms and conditions as are generally applicable to any other member, 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 ~~agreement~~, 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. ~~Section A~~

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5. (a) Each employe covered by the provisions of this ~~agreement~~ shall be considered by the Company to have met the requirements of ~~the agreement~~ unless and until the Company is advised to the contrary in writing by the Brotherhood. The Brotherhood will notify the Company in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employe who it is alleged has failed to comply

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with the terms of this agreement and who the Brotherhood therefore claims is not entitled to continue in employment subject to the rules and working conditions agreements. The form of notice to be used shall be agreed upon by the Company and the Brotherhood and the form shall make provision for specifying the reasons for the allegation of non-compliance. Upon receipt of such notice, the Company will, within ten calendar days of such receipt, so notify the employe concerned in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employe shall be given the Brotherhood. An 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 calendar days from the date of receipt of such notice, request the Company in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him a hearing. Upon receipt of such request the Company shall set a date for hearing which shall be held within ten calendar days of the date of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employe in writing with copy to the Brotherhood, by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A representative of the Brotherhood shall attend and participate in the hearing. The receipt by the Company 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 Company is rendered.

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In the event the employe concerned does not request a hearing as provided herein, the Company shall proceed to terminate his seniority and employment under the rules and working conditions agreements not later than thirty calendar days from receipt of the above described notice from the Brotherhood, unless the Company and the Brotherhood agree otherwise in writing.

(b) The Company 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 within twenty calendar days from the date that the hearing is closed, and the employe and the Brotherhood shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested.

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If the decision is that the employe has not complied with the terms of this agreement, his seniority and employment under the rules and working conditions agreements shall be terminated within twenty calendar days of the date of said decision except as hereinafter provided or unless the Company and the Brotherhood agree otherwise in writing.

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If the decision is not satisfactory to the employe or to the Brotherhood it may be appealed in writing, by Registered Mail, Return Receipt Requested, directly to the highest officer of the Company designated to handle appeals under this agreement. Such appeals must be received by such officer within ten calendar days of the date of the decision appealed from and shall operate to stay action on the termination of seniority and employment, until the decision on appeal is rendered. The Company shall promptly notify the other party in writing of any such appeal, by Registered Mail, Return Receipt Requested. The decision on such appeal shall be rendered within twenty calendar days of the date the notice of appeal is received, and the employe and the Brotherhood shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested.

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If the decision on such appeal is that the employe has not complied with the terms of this agreement, his seniority and employment under the rules and working conditions agreements shall be terminated within twenty calendar days of the date of said decision unless selection of a neutral is requested as provided below, or unless the Company and the Brotherhood agree otherwise in writing. The decision on appeal shall be final and binding unless within ten calendar days from the date of the decision the Brotherhood or the employe involved requests the selection of a neutral person to decide the dispute as provided in Section 5(c) below. Any request

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for selection of a neutral person as provided in ~~Section~~ <sup>Part</sup> 5(c) below shall operate to stay action on the termination of seniority and employment until not more than ten calendar days from the date decision is rendered by the neutral person.

(c) If within ten calendar days after the date of a decision on appeal by the highest officer of the Company designated to handle appeals under this ~~agreement~~ <sup>Part</sup> the Brotherhood or the employe involved requests such highest officer in writing by Registered ~~Mail~~ <sup>Mail, Return Receipt Requested</sup>, that a neutral 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 Company designated to handle appeals under this ~~agreement~~ <sup>Part</sup> or his designated representative, the Chief Executive of the Brotherhood or his designated 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. The company, the Brotherhood and the employe involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties. The Company, the employe, and the Brotherhood shall be promptly advised thereof in writing by Registered ~~Mail~~ <sup>Mail, Return Receipt Requested</sup>. If the position of the employe is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal shares by the Company and the Brotherhood; if the employe's position is not sustained, such fees, salary and expenses shall be borne in equal shares by the Company, the Brotherhood, and the employe.

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(d) It is understood that if an employe produces evidence to an officer or duly authorized member of the General Committee of the ~~Brotherhood~~ <sup>Organization</sup> that he is a member in any one of the labor organizations as specified in Section 2 of this ~~agreement~~ <sup>Part</sup> and no notice will be served by the Brotherhood on the Company to have employe removed from service. Employe will be required to produce such evidence on demand of an officer or duly authorized member of the General Committee of the ~~Brotherhood~~ <sup>Organization</sup>, but will not be required to produce such evidence more than once in a calendar month. If employe fails or refuses to produce such evidence, he may be cited to the Company by the Brotherhood as not complying with the ~~agreement~~ <sup>Part 5</sup>.

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(e) The time periods specified in this ~~section~~ <sup>Part 5</sup> may be extended in individual cases by written agreement between the Company and the Brotherhood.

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(f) Provisions of investigation and discipline rules contained in the rules and working conditions agreements between the Company and the Brotherhood will not apply to cases arising under this ~~agreement~~ <sup>Section A</sup>.

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(g) The General Chairman of the Brotherhood shall notify the Company, in writing of the title(s) and address(es) of its representatives who are authorized to serve and receive the notices described in this ~~agreement~~ <sup>Section A</sup>. The Company shall notify the General Chairman of the Brotherhood in writing of the title(s) and address(es) of its representatives who are authorized to receive and serve the notices described in this ~~agreement~~ <sup>Section A</sup>.

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(h) In computing the time periods specified in this ~~agreement~~ <sup>Section A</sup>, the date on which a notice is received or decision rendered shall not be counted.

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6. Other provisions of this agreement to the contrary notwithstanding, the Company shall not be required to terminate the employment of an employe until such time as a qualified replacement is available. The Company may not, however, retain such employe in service under the provisions of this ~~section~~ <sup>Part 6</sup> for a period in excess of sixty calendar days from the date of the last decision rendered under the provisions of Section 5, or ninety

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calendar days from date of receipt of notice from the Brotherhood in cases where the employe does not request a hearing. The employe whose employment is extended under the provisions of this ~~section~~ shall not, during such extension, retain or acquire any seniority rights. The position will be advertised as vacant under the bulletining rules of the agreement but the employe may remain on the position he held at the time of the last decision, or at the date of receipt of notice where no hearing is requested pending the assignment of the successful applicant, unless displaced or unless the position is abolished or annulled. The above periods may be extended by agreement between the ~~Company~~ and the Brotherhood.

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7. An employe whose seniority and employment under the rules and working conditions agreements is terminated pursuant to the provisions of this ~~agreement~~ or whose employment is extended under ~~Section 6~~ shall have no time or money claims by reason thereof.

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If the final determination under ~~Section 5~~ of this agreement is that an employe's seniority and employment in a craft or class shall be terminated, no liability against the Brotherhood or other employes based upon an alleged violation, misapplication or non-compliance with any part of this agreement shall arise or accrue during the period up to the expiration of the 60 or 90 day periods specified in ~~Section 6~~, or while such determination may be stayed by a court, or while a discharged employe may be restored to service pursuant to judicial determination. During such periods, no provision of any other agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any employe against the Company predicated upon any action taken by the Company in applying or complying with this ~~agreement~~ or upon an alleged violation, misapplication or non-compliance with any provision of this ~~agreement~~. If the final determination under ~~Section 5~~ of this ~~agreement~~ is that an employe's employment and seniority shall not be terminated, his continuance in service shall give rise to no liability against the Company in favor of the Brotherhood or other employes based upon an alleged violation, misapplication or non-compliance with any part of this agreement.

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8. In the event that seniority and employment under the rules and working conditions agreements is terminated by the Company under the provisions of this ~~agreement~~ and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the Brotherhood shall indemnify and save harmless the Company against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment; provided, however, that this section shall not apply to any case in which the Company involved is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case the Company acts in collusion with any employe; provided further, that the aforementioned liability shall not extend to the expense to the Company in defending suits by employes whose seniority and employment are terminated by the Company under the provisions of this ~~agreement~~.

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9. This agreement shall not apply to employes who are subject to the provisions of agreement governing rates of pay, hours of service, and working conditions between the parties hereto, applicable to Dining Car Stewards and Assistant Dining Car Stewards.

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10. An employe whose employment is terminated as a result of non-compliance with the provisions of this ~~agreement~~ <sup>Section A</sup> shall be regarded as having terminated his employe relationship for vacation purposes.

Paragraph 11 eliminated  
by "check off"

MODIFIED

UNDERSTANDING: It is agreed that in the application of the Union Shop Agreement effective March 1, 1953, in St. Louis, Missouri that any employe in service on the date of that agreement who is not a member of a union as provided in Part 2 of the Union Shop Agreement and who will make affidavit he was a member of a bona fide and recognized religious group, on the date of that agreement, having scruples against joining a union, will, if he would otherwise be required to join a union under the Union Shop Agreement, be deemed to have met the requirements of the Union Shop Agreement if he agrees to and does pay initiation fees, periodic dues and assessments to one of the unions as specified in Part 2 of the Union Shop Agreement.

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 \*NOTE TO PRINTER: \*  
 \*Substitute "Organization" where the \*  
 \* circled word "Union" appears on \*  
 \* pages 147, 148, 149 and 150. \*  
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SECTION B

DUES DEDUCTION

(Effective August 1, 1955 )

Dues Deduction Agreement  
 7-7-55  
 MODIFIED

(1) (a) Subject to the terms and conditions of this Sec. B, the Carrier shall periodically deduct and withhold from the wages of the employes subject to this Sec. B, who acquire and maintain membership in the Union, amounts equal to the monthly membership dues, initiation fees, assessments and insurance premiums (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in the Union and shall pay the amount so deducted and withheld to the designated Treasurer of the various local lodges of the Union; provided, however, that this requirement shall not be effective with respect to any individual employe until the Carrier shall have been furnished with a written wage assignment authorization to the Union of such membership dues, initiation fees, assessments and insurance premiums, which wage assignment authorization shall be revocable in writing after the expiration of one year from the date of its execution, or upon the termination of this Sec. B, or upon the termination of the Rules and Working Conditions Agreement between the parties hereto applicable to employes in train and yard service, whichever occurs sooner.

(b) Both the wage assignment authorization and the revocation of the wage assignment authorization forms shall be subject to approval by the Carrier.

(c) The Union shall assume full responsibility for the procurement and execution of the wage assignment authorization revocation and for delivery of such forms to the Auditor-Disbursements of the Carrier.

(2) (a) The Treasurer of each lodge of the Union shall furnish to the Auditor-Disbursements of the Carrier, not later than the first of each month, a certified statement in duplicate showing the name, the payroll account number, the

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division on which employed, and the gross amount of any assessment to be deducted from the wage of each member who has signed a wage assignment form and which form has been filed with the Carrier.

(b) The deductions will be made from the wages earned in train or yard service in the first pay period of the month only. Employee deduction authorizations must be in the office of Auditor-Disbursements of the Carrier not later than the first of the month in which deductions are to be made. The following payroll deduction will have priority over deductions in favor of the Union, as provided for in this Sec. B:

- (i) Federal, state and municipal taxes and other deductions required by law, including garnishments and attachments.
- (ii) Amounts due the Carrier.
- (iii) Amounts due in payment for meal books and amounts due on watch and board and lodging deduction orders.
- (iv) Insurance and hospitalization premiums, other than insurance premiums referred to in this Sec. B.

(c) If the earnings of an employe are insufficient to remit the full amount of deduction for such employe, no deduction shall be made, and the same will not be accumulated and deducted in subsequent months.

(d) No deductions will be made from other than the regular payrolls.

(3) This Sec. B shall cease to apply to an employe who may be adjudicated bankrupt or insolvent under any Federal or State laws, and any wage assignment authorization given hereunder shall become void.

(4) In consideration of the services described above and to pay for the expense of administration, the Carrier shall retain from



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the sum of all deductions made in each month 8¢ per member from whose wages a deduction is made in such month and will remit to the Treasurer of each local lodge of the Union the balance due such local lodge of the Union of the amount deducted from the wages of the members. The Carrier will make such remittance on or before the end of the month succeeding that in which deductions are made. The Carrier will, at the time of such remittance, furnish the Treasurer of each local lodge with a list of the employes from whom deductions were made, showing the amount of such deductions. One copy of this statement only to be furnished the Union.

(5) Responsibility of Carrier under this Sec. B shall be limited to remitting to the Union amounts actually deducted from wages of the employes pursuant to this Sec. B, and the Carrier shall not be responsible to any employe for making deduction specified on a deduction list or for failure to do so. Any question arising as to the correctness of the amount listed and deducted shall be handled between the employe involved and the Union, and any complaints against the Carrier in connection therewith shall be handled by the Union on behalf of the employe concerned.

(6) Auditor-Disbursements of the Carrier shall be furnished a list showing all local lodges, name and address and title of Union local lodge officer to whom deductions made pursuant to this agreement are to be forwarded. The Union will also advise Auditor-Disbursements of the Carrier of any changes in names, addresses and titles of Union officers to whom deductions are to be forwarded, such original list and advice of any changes to be in hands of Auditor-Disbursements of the Carrier on or before the first day of the month in which deductions are to be made.

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(7) No part of this Sec. B or any other Agreement between the Carrier and the Union shall be used either directly or indirectly as a basis for any grievance or claim by or on behalf of any employe predicated upon any violation of, or misapplication or non-compliance with, any part of this Sec. B.

(8) The Union shall indemnify, defend and save harmless the Carrier from any and all claims, demands, liability, losses or damage resulting from the execution of, or compliance with the provisions of this Sec. B.