

APPENDIX K

Synthesis of Addendum to Dues Deduction Agreement

The following represents a synthesis of the addendum to the dues deduction agreements, executed separately, which amended the union shop agreement. This is intended as a guide and is not to be construed as a separate agreement between the parties. If any dispute arises as to the proper interpretations or application of any provision, the terms of the appropriate agreement shall govern.

The parties hereby amend the Dues Deduction Agreement of January 1, 1974, 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 minimum amount to be \$1.00 per month. The first 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 and 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 Agreement.
2. The General Chairman or his designated representative shall furnish the Carrier, with copy to appropriate units of the Brotherhood, an initial statement (ATTACHMENT "B") 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 (ATTACHMENT "C") showing additions and/or deletions furnished in the same manner as the initial statement required hereinabove.
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. Political contributions will follow dues deductions in priority.

4. Concurrent with making remittance to the Organization of monthly membership dues, the Carrier will make separate remittance of voluntary political contributions to the office of the Organization's Political League designated to receive same, together with a list prepared in accordance with the present practice which satisfies the requirements of the Dues Deduction Agreement 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.

INDIVIDUAL AUTHORIZATION FORM

Voluntary Payroll Deductions -
Machinist Non-Partisan

TO: _____

Space for label showing name, address,
System Board and local lodge number.

Department

Work Location

I hereby authorize and direct my employer, Soo Line Railroad Company, to deduct from my pay the sum of \$ _____ for each month in which compensation is due me, and to forward that amount to the Machinist Non-Partisan Political League. This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payments to the organization's Political League are not conditions of membership in the Union or of employment with the Carrier, that the organization's Political League will use the money it receives to make political contributions and expenditures in connection with Federal, State and Local elections.

It is understood that this authorization will remain in effect for a minimum of 12 months; and, thereafter, I may revoke this authorization at any time by giving the Carrier and the Organization 30 days advance written notice of my desire to do so.

Signed at _____ this _____ day
of _____, 20_____.

(Personal Signature)

Social Security Number

ATTACHMENT B

DEDUCTIONS LISTING COVERING THE MONTH OF _____, 20____
FOR VOLUNTARY POLITICAL CONTRIBUTIONS TO MACHINIST NON-PARTISAN
POLITICAL LEAGUE.

EMPLOYEE NO.	NAME	OCCUPATION	AMOUNT
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TOTAL AMOUNT - _____

I hereby certify the above-listed individuals are members of the IAM&AW and that the deductions, as above designated, have been authorized by duly executed "wage assignments" covering voluntary political contributions to the Machinist Non-Partisan Political League.

TOTAL NUMBER OF DEDUCTIONS LISTED:

Secretary-Treasurer

ORGANIZATION LODGE NO.:

(Street)

(City - State - Zip)

COMPANY: _____ DATE: _____

ATTACHMENT C

ADDITIONS OR DELETIONS

DEDUCTION LISTING COVERING THE MONTH OF _____, 20_____
PURSUANT TO THE CHECK-OFF AGREEMENT BETWEEN THE IAM&AW AND THE
COMPANY, EFFECTIVE WITH THE LAST PAY PERIOD
OF _____, 20_____.

THE FOLLOWING ADDITION OR DELETIONS ARE TO BE MADE FOR THE
EMPLOYEES WHOSE NAMES ARE LISTED BELOW:

VOLUNTARY PAYROLL DEDUCTION AUTHORIZATION FORMS FOR THE
EMPLOYEES TO BE ADDED TO THE INITIAL LISTING ARE ENCLOSED.

NAME	SOCIAL SECURITY NUMBER	LODGE	AMOUNT

ADDITIONS:

DELETIONS:

COMPANY:

ORGANIZATION LODGE NO.:

Secretary-Treasurer

OPERATION DIVISION OR DEPARTMENT:

(Street)

(City - State - Zip)

DATE: _____

WAGE ASSIGNMENT REVOCATION

TO THE COMPANY:

Effective _____, I hereby revoke the wage assignment now in effect assigning to the IAM&AW, that part of my wages necessary to pay voluntary political contributions to the Machinist Non-Partisan Political League now being withheld pursuant to the Dues Check-Off Agreement between the Organization and the Company and I hereby cancel the wage assignment now in effect authorizing the Company to deduct such monthly contributions from my wages.

SIGNATURE:

COMPANY:

(Street)

OPERATING DIVISION OR DEPT.

(City - State - Zip)

DATE: _____

(Social Security Number)

APPENDIX L

MECHANICS IN CHARGE

1. At any outlying point a Mechanic may be designated as Mechanic in Charge and compensated at a monthly rate to cover services performed.
2. (a) At a point where service requirements necessitate the employee of Craftsmen, in addition to the Mechanic in Charge, Craftsmen will be employed. The Mechanic in Charge will be permitted to do any and all Craftsman work.
- (b) At points where Craftsmen, in addition to the Mechanic in Charge, are employed, mechanics of all crafts will be assigned in proportion to the work load involved. The Mechanic in Charge and the Craftsmen will be permitted to do any and all Craftsmen work, as stipulated in Article IV of the September 25, 1964 Agreement, which reads as follows:

"ARTICLE IV - OUTLYING POINTS

At points where there is not sufficient work to justify employing a mechanic of each craft, the mechanic or mechanics employed at such points will so far as they are capable of doing so, perform the work of any craft not having a mechanic employed at that point. Any dispute as to whether or not there is sufficient work to justify employing a mechanic of each craft, and any dispute over the designation of the craft to perform the available work shall be handled as follows: At the request of the General Chairman of any craft the parties will undertake a joint check of the work done at the point. If the dispute is not resolved by agreement, it shall be handled as hereinafter provided and pending the disposition of the dispute, the Carrier may proceed with or continue its designation."

- (c) Except by mutual agreement, paragraph 2(b) does not affect those positions occupied by carmen as of (October 1, 1974). At points where carmen are presently performing locomotive work they will continue to do so unless mutually agreed otherwise.
3. Service requirements will govern assigned hours of Mechanic in Charge. All shifts of Craftsmen to consist of eight (8) hours consistent with Rules 3, 4, 5 and 6.
4. In filling positions of Mechanic in Charge, senior Mechanics at the point will be given preferred consideration, and the Mechanics of all crafts will be considered.

5. (a) Mechanic in Charge will be paid the basis Craftsman's hourly rate, based on 200 hours per month plus 30 cents per hour at points where no other employees are supervised.
- (b) Mechanic in Charge will be paid the basic Craftsman's hourly rate, based on 200 hours per month plus 40 cents per hour where employees other than Craftsmen are supervised.
- (c) Mechanic in Charge will be paid the basic Craftsman's hourly rate, based on 200 hours per month plus 50 cents per hour where other Craftsmen are supervised.

NOTE: The 200 hours is based on the average number of working days per month (21.74) plus four (4) additional hours per week at time and one-half of straight time rate.

If it is found that this rule does not produce adequate compensation for certain of these positions by reason of the occupants thereof being required to work excessive hours, the salaries for these positions may be taken up for adjustment.

6. At points where bona fide Craftsmen are not available to meet service requirements, new positions or regular vacancies may be filled by qualified personnel upon reaching agreement between General Officers and General Chairman of craft in- involved (sic.).
7. An incumbent Supervisor working under the provisions of Article III - Assignment of Work - Use of Supervisors - of the Shop Craft Agreement of September 25, 1964, who assumed his present position prior to the date of this agreement, may be retained in his present position; however, his replacement shall be subject to the preceding paragraphs of this agreement.
8. (a) Employees accepting positions as Mechanic in Charge shall retain their seniority rights at the Shop, Roundhouse or Yard where they last held seniority rights if asserted within thirty (30) days after being relieved or relinquishing assignment as Mechanic in Charge.
- (b) Mechanics in Charge will be governed by established district seniority, separated as to Car and Locomotive Departments.
- (c) Insofar as Craftsmen are concerned, seniority will be confined to the point employed.
- (d) A Mechanic in Charge who voluntarily relinquishes a position or who fails to exercise seniority to an available position which does not require a change of residence will forfeit seniority in the classification.

- (e) Mechanics in Charge not working as such shall be subject to recall in accordance with Rule 24 and will forfeit seniority if they fail to respond to recall which does not require a change of residence.
 - (f) Mechanics in Charge who have established seniority as such, as of March 8, 2000, is not subject to the foregoing and will retain seniority in accordance with existing practices.
9. This Agreement will not preclude promotion to Mechanic in Charge of employees who come under the scope of Firemen and Oilers.
 10. Employees covered by this Agreement shall be subject to the provisions of the Union Shop Agreement effective February 16, 1953, and shall maintain membership in the Organization representing the craft in which seniority is retained.
 11. This Agreement will continue in effect until terminated. The Agreement will be terminated upon thirty-one (31) days written notice of request to do so by either party signatory hereto."