

ARTICLE XXXV

MEMORANDUM OF AGREEMENT BY AND BETWEEN THE INDIANA HARBOR BELT RAILROAD COMPANY (HEREINAFTER REFERRED TO AS THE CARRIER) AND ITS EMPLOYEES REPRESENTED BY THE UNITED TRANSPORTATION UNION(T) (HEREINAFTER REFERRED TO AS THE UTU(T)) WITH RESPECT TO A UNION DUES DEDUCTION AGREEMENT IN CONFORMITY WITH ARTICLE II OF THE APRIL 27, 1973 UTU NATIONAL AGREEMENT

IT IS AGREED:

1. In accordance with and subject to the terms and conditions hereinafter set forth, the Carrier will withhold and deduct from wages due employees represented by the UTU(T) amounts equal to periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in the Brotherhood.

2. No such deduction shall be made except from the wages of an employee who has executed and furnished to the UTU(T) a written assignment, in the manner and form hereafter provided, of such membership dues, initiation fees and assessments. Such assignment shall be on the form specified in Attachment "A" hereto and shall, in accordance with its terms, be revocable in writing 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. Revocations of assignment shall be on the form specified in Attachment "B" hereto, and both the assignment and revocation of assignment forms shall be reproduced and furnished as necessary by the UTU(T) without cost to the Carrier. The UTU(T) shall assume the full responsibility for the procurement of the execution of said forms by employees, and for the delivery of said forms to the Carrier. Assignment and revocation of assignment forms shall be delivered with the deduction list hereinafter provided for, to the Carrier not later than the first of the month in which the deduction or termination of deduction is to become effective. Dues deduction assignments currently in effect need not be re-executed and may be continued in effect subject to the terms and conditions of this agreement.

3. Deductions as provided for herein will be made by the Carrier in accordance with a deduction list furnished it by the UTU(T) on forms as agreed to between the parties hereto. Such list shall be furnished to the Carrier separately for each payroll abstract. Thereafter, a list containing any additions or deletions of names, or changes in amounts (these changes shall not be made

less than once every three months) shall be furnished to the Carrier on or before the first of the month in which the deductions listed thereon are to become effective. The employees whose names are contained in such lists shall in all cases be employees who have executed wage assignments as herein provided, which assignments have been delivered to the Carrier and are unrevoked on the date the list is delivered.

4. Deductions as provided for herein will be made monthly by the Carrier from wages due employees for the second pay period in each calendar month and the Carrier will pay, by draft, to the order of the UTU(T), the total amount of such deductions on or before the last day of the month following the month in which such deductions are made. With said draft the Carrier shall forward to the UTU(T) a list setting forth deductions which are actually made.

5. No deductions will be made from the wages of any employee who does not have due to him for the pay period specified an amount equal to the sum to be deducted in accordance with this agreement, after first deducting any amounts which may have been authorized for the following purposes:

- (a) Taxes due various governments.
- (b) Railroad Retirement Board deductions.
- (c) Legal attachments and garnishments.
- (d) Amounts due the carrier.
- (e) Premiums on any life, sick and accident insurance or group annuities, as required.

6. In cases where no deduction is made from the wages of an employee in a particular payroll period due to insufficient funds or other reasons, the amounts not deducted shall not be added to the deduction lists for that employee for any subsequent payroll period.

7. Responsibility of the Carrier under this agreement shall be limited to remitting to the UTU(T) 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 UTU(T), and any complaints against the Carrier in connection therewith shall be handled by the UTU(T) on behalf of the employee concerned.

8. Amounts deducted from the wages of employees in accordance with this agreement shall be included in a lump sum with other amounts, if any, reported under the heading "Deductions-Miscellaneous" on the stub attached to the employee's pay draft.

9. 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 any employee; and no part of this or any other agreement between the Carrier and the UTU(T) 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 non-compliance with, any part of this agreement.

10. The UTU(T) shall indemnify, defend, and save harmless the Carrier from any and all claims, demands, liability, losses or damage resulting from the entering into or complying with the provisions of this agreement.

11. The agreement between the parties signatory hereto dated October 29, 1952, effective December 1, 1952, with respect to a union dues deduction arrangement is hereby abrogated.

12. This agreement shall become effective on March 1, 1974 and shall remain in effect until altered, changed or cancelled in accordance with the Railway Labor Act, as amended.

Signed at Hammond, Indiana, this 28th day of February, 1974.