

ADDENDUM NO. 12

CONFORMED COPY
OF
UNION SHOP AGREEMENT

This agreement made this 30th day of March, 1953, by and between The Kansas City Southern Railway Company, The Arkansas Western Railway Company, Fort Smith & Van Buren Railway Company, Joplin Union Depot Company and Louisiana & Arkansas Railway Company, each hereinafter referred to as "Carrier", to the extent with respect to the groups of employes as shown on Exhibit A, attached hereto and made a part hereof, and the employes, to the extent shown on said Exhibit A, represented by the Railway Labor Organizations signatory hereto, through the Employes' National Conference Committee, Seventeen Cooperating Railway Labor Organizations, witnesseth:

IT IS AGREED:

Section 1. In accordance with and subject to the terms and conditions hereinafter set forth, all employes of these carriers 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 organization party to this agreement representing their craft or class within sixty calendar days of the date they first perform compensated service as such employes after the effective date of this agreement, and thereafter shall maintain membership in such organization; 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.

Section 2. This agreement shall not apply to employes while occupying positions which are excepted from the bulletining and displacement rules of the individual agreements, but this provision shall not include employes who are subordinate to and report to other employes who are covered by this agreement. However, such excepted employes are free to be members of the organization at their option.

Section 3. (a) Employes 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 employes 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 to become and remain members of the organization representing their class or craft within thirty-five calendar days from date of their return to such service.

(b) The seniority status and rights of employes 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 employes shall, upon resumption of employment, be considered as new employes for the purposes of applying this agreement.

(c) Employes 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 Section 1 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 employes 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 become and remain members in the organization representing their class or craft.

(d) Employes who retain seniority under the rules and working conditions agreements of their class or craft, who are members of an organization signatory hereto representing that class or craft and who in accordance with the rules and working conditions agreement of that class or craft temporarily perform work in another class of service shall not be required to be members of another organization party hereto whose agreement covers the other class of service until the date the employes hold regularly assigned positions within the scope of the agreement covering such other class of service.

Section 4. Nothing in this agreement shall require an employe to become or to remain a member of the organization 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 in the same organizational unit.

Union Stamp

Section 5. (a) Each employe covered by the provisions of this agreement shall be considered by a carrier to have met the requirements of the agreement unless and until such carrier is advised to the contrary in writing by the organization. The organization will notify the carrier in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employe who it is alleged has failed to comply with the terms of this agreement and who the organization therefore claims is not entitled to continue in employment subject to the Rules and Working Conditions Agreement. The form of notice to be used shall be agreed upon by the individual railroad and the organizations involved and the form shall make provision for specifying the reasons for the allegation of non-compliance. Upon receipt of such notice, the carrier will, within ten calendar days of such receipt, so notify the employe concerned in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employe shall be given the organization. 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 carrier in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him a hearing. Upon receipt of such request the carrier 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 organization, by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A representative of the organization shall attend and participate in the hearing. The receipt by the carrier 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 carrier is rendered.

In the event the employe concerned does not request a hearing as provided herein, the carrier shall proceed to terminate his seniority and employment under the Rules and Working Conditions Agreement not later than thirty calendar days from receipt of the above described notice from the organization, unless the carrier and the organization agree otherwise in writing.

(b) The carrier 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 organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested.

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 Agreement shall be terminated within twenty calendar days of the date of said decision except as hereinafter provided or unless the carrier and the organization agree otherwise in writing.

If the decision is not satisfactory to the employe or to the organization it may be appealed in writing, by Registered or Certified Mail, Return Receipt Requested, directly to the highest officer of the carrier 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 carrier shall promptly notify the other party in writing of any such appeal, by Registered or Certified 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 organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested.

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 Agreement 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 carrier and the organization 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 organization or the employe involved requests the selection of a neutral person to decide the dispute as provided in Section 5 (c) below. Any request for selection of a neutral person as provided in Section 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 carrier designated to handle appeals under this agreement the organization or the employe involved requests such highest officer in writing by Registered or Certified Mail, Return Receipt Requested, 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 carrier designated to handle appeals under this agreement or his designated representative, the Chief Executive of the organization or his designated representative, and the employe involved or his 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 carrier, the organization 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 carrier, the employe, and the organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested. 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 carrier and the organization; if the employe's position is not sustained, such fees, salary and expenses shall be borne in equal shares by the carrier, the organization and the employe.

(d) The time periods specified in this section may be extended in individual cases by written agreement between the carrier and the organization.

(e) Provisions of investigation and discipline rules contained in the Rules and Working Conditions Agreement between a carrier and the organization will not apply to cases arising under this agreement.

(f) The General Chairman of the organization shall notify the carrier 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. The carrier shall notify the General Chairman of the organization 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.

(g) In computing the time periods specified in this agreement, the date on which a notice is received or decision rendered shall not be counted.

Section 6. Other provisions of this agreement to the contrary notwithstanding, the Carrier shall not be required to terminate the employment of an employe until such time as a qualified replacement is available. The carrier may not, however, retain such employe in service under the provisions of this section 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 calendar days from date of receipt of notice from the organization 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 respective agreements 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. The above periods may be extended by agreement between the carrier and the organization involved.

Section 7. An employe whose seniority and employment under the Rules and Working Conditions Agreement 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.

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 carrier in favor of the organization 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 carriers predicated upon any action taken by the carrier 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 carrier in favor of the organization or other employes based upon an alleged violation, misapplication or non-compliance with any part of this agreement.

Section 8. In the event that seniority and employment under the Rules and Working Conditions Agreement is terminated by the carrier under the provisions of this agreement, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the organization shall indemnify and save harmless the carrier 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 carrier involved is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case such carrier acts in collusion with any employe; Provided further, that the aforementioned liability shall not extend to the expense to the carrier in defending suits by employes whose seniority and employment are terminated by the carrier under the provisions of this agreement.

Section 9. An employe whose employment is terminated as a result of non-compliance with the provisions of this Agreement shall be regarded as having terminated his employe relationship for vacation purposes.

Section 10. (a) The Carriers party to this agreement shall periodically deduct from the wages of employes subject to this agreement periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in such organization, and shall pay the amount so deducted to such officers of the organization as the organization shall designate; Provided, however, that the requirements of this subsection (a) shall not be effective with respect to any individual employe until he shall have furnished the carrier with a written assignment to the organization of such membership dues, initiation fees and assessments, which assignment shall be revocable in writing after the expiration of one year or upon the termination of this agreement whichever occurs sooner.

(b) The provisions of subsection (a) of this section shall not become effective unless and until the carriers and the organization shall, as a result of further negotiations pursuant to the recommendations of Emergency Board No. 98, agree upon the terms and conditions under which such provisions shall be applied; such agreement to include, but not be

restricted to, the means of making said deductions, the amounts to be deducted, the form, procurement and filing of authorization certificates, the frequency of deductions, the priority of said deductions with other deductions now or hereafter authorized, the payment and distributions of amounts withheld and any other matters pertinent thereto.

Section 11. This agreement shall become effective on April 30, 1953, and is in full and final settlement of notices served upon the carriers by the organizations signatory hereto on or about February 5, 1951. It shall be construed as a separate agreement by and on behalf of each carrier party hereto and those employes represented by each organization on each of said carriers heretofore stated. This agreement shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Kansas City, Missouri, this 30 day of March, 1953.

(Signatures are not here reproduced)

ADDENDUM NO. 13

DUES DEDUCTION AGREEMENT

Between

THE KANSAS CITY SOUTHERN RAILWAY COMPANY
LOUISIANA & ARKANSAS RAILWAY COMPANY

And

Its Employes Represented By
INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON
SHIP BUILDERS, BLACKSMITHS, FORGERS & HELPERS

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

BROTHERHOOD RAILWAY CARMEN OF THE UNITED STATES AND CANADA

INTERNATIONAL BROTHERHOOD OF FIREMEN & OILERS,
HELPERS, ROUNDHOUSE AND RAILWAY SHOP LABORERS

INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION

(Applicable only to Electricians, Carmen and
Boilermakers and Blacksmiths, Firemen and Oilers.)

In accordance with the May 10, 1973 National Agreement, the parties hereto, The Kansas City Southern Railway Company and Louisiana & Arkansas Railway Company (including Milwaukee-Kansas City Southern Joint Agency) (hereinafter referred to as the Carrier) and International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers & Helpers; International Brotherhood of Electrical Workers; Brotherhood Railway Carmen of The United States and Canada; International Brotherhood of Firemen & Oilers, Helpers, Roundhouse and Railway Shop Laborers (hereinafter referred to as the Union) have mutually agreed to the withholding and deducting from wages of employes working under agreements between the Carrier and Union, who are members of the Union and have so authorized the Carrier by signed authorizations, monthly membership dues, initiation fees, assessments and insurance premiums (not including fines and/or penalties), uniformly required as a condition of acquiring or retaining membership in the Union, and to pay to the Union the amounts so deducted and withheld.

(Applicable Only to Machinists)

In accordance with the May 10, 1973, National Agreement, the parties hereto, The Kansas City Southern Railway Company and Louisiana & Arkansas Railway Company (hereinafter referred to as the Carrier) and International Association of Machinists and Aerospace Workers (hereinafter referred to as the Union) have mutually agreed to the withholding and deducting from wages of employes working under agreements between the Carrier and Union, who are members of the Union and have so authorized the Carrier by signed authorizations, monthly membership dues, initiation fees, assessments and insurance premiums (not including fines and/or penalties), uniformly required as a condition of acquiring or retaining membership in the Union, and to pay to the Union the amounts so deducted and withheld.

* * * *

(Applicable Only to Sheet Metal Workers)

In accordance with the January 29, 1975, Letter of Understanding, the parties hereto, The Kansas City Southern Railway Company and Louisiana & Arkansas Railway Company (hereinafter referred to as the Carrier) and Sheet Metal Workers' International Association (hereinafter referred to as the Union) have mutually agreed to the withholding and deducting from wages of employes working under agreements between the Carrier and Union, who are members of the Union and have so authorized the Carrier by signed authorizations, monthly membership dues, initiation fees, assessments and insurance premiums (not including fines and/or penalties), uniformly required as a condition of acquiring or retaining membership in the Union, and to pay to the Union the amounts so deducted and withheld.

* * * *

(1) Such assignment shall be on the form specified in Attachment "A" hereto, and may be revoked in writing to the designated representative after expiration of one year, such revocation to be in form set forth in Attachment "B" hereto. It is understood that if within fifteen (15) days after the end of year the authorization is not revoked it shall be considered as re-executed and may not be revoked for an additional period of one year. The Brotherhoods shall assume the full responsibility for the procurement of the execution of said forms by employes, and for the delivery of said forms to the Carrier. Both of such forms (see Attachments "A" and "B") will be in card form (3-1/4 x 7-3/8).

(2) In addition to the Union furnishing authorization cards for the deductions referred to above, the designated representative of each lodge of the Union shall furnish to the Comptroller of the Carrier, at least 30 days in advance of the payroll deduction date which deductions are to be made, a certified statement (see Attachment "C"), in triplicate,

showing the name, Social Security Number, the terminal or division on which employed, and the amount to be deducted from the wages of each employe represented by the Union who has signed a wage assignment form and which form has been furnished to the Comptroller of the Carrier. After the first month, only changes in the original list will be shown on the monthly list, and the dues deduction amounts may not be changed more often than once every three months, however, the designated representative of the organization may furnish to the Carrier a supplemental monthly statement showing additions and deletions to the initial statement in the manner and form required hereby. If premiums for life insurance are changed, such changes may be made upon thirty days' notice.

Deductions will be made from the wages earned in the second pay period of the month only. The following payroll deductions will have priority over deductions in favor of the Union as covered by this agreement:

- (a) Federal, State and Municipal Taxes and other deductions required by law, including garnishments and attachments and any other prior liens which Carrier must respect.
- (b) Amounts due the Carrier.
- (c) Insurance premiums, other than insurance premiums referred to in this agreement.
- (d) Prior valid assignments and deductions.

If the earnings of any employe, after all deductions having priority have been made, are insufficient to remit the full amount of deductions authorized by said employe hereunder, no deduction for dues, initiation fees, assessments and insurance premiums on behalf of the Union shall be made by the Carrier from the wages of said employe and the Carrier shall not be responsible for such collection; nor shall they be accumulated and deducted in subsequent months.

Deductions will be made only on regular payrolls and none will be made from special payrolls or time vouchers.

(3) This agreement shall cease to apply to any 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) Responsibility of the Carrier under this agreement shall be limited to remitting to the Union amounts actually deducted from the wages of employes 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 questions arising as to the correctness of the amounts deducted shall be handled between the employee involved and the Union, and any complaints against the Carrier in connection therewith shall

be handled by the Union in behalf of the employe concerned. Nothing contained herein shall be construed as obligating the Carrier to collect dues, initiation fees, assessments or insurance premiums from employes who leave its service, or who give up membership in the Union for any reason, or whose wages shall be involved in any claim or litigation of any nature whatsoever.

* * * *

(Applicable Only to Electricians, Carmen and Boilermakers and Blacksmiths, Firemen and Oilers.)

This agreement shall become effective April 1, 1974, and shall be construed as a separate agreement by and on behalf of those employes represented by the respective organizations signatory hereto; and will remain in effect subject to the provisions of the Railway Labor Act.

Signed at Kansas City, Missouri, this 27th day of February, 1974.

FOR THE EMPLOYEES:

(s) Stephen Haugh
General Chairman, (JA)
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

(s) D. G. Davis
General Chairman, (KCS-L&A)
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

(s) Owen Copeland
General Chairman
BROTHERHOOD RAILWAY CARMEN OF
THE UNITED STATES AND CANADA

(s) C. L. Rothenberger
General Chairman, (L&A)
BROTHERHOOD RAILWAY CARMEN OF
THE UNITED STATES AND CANADA

(s) J. B. Carpenter
General Chairman
INTERNATIONAL BROTHERHOOD OF BOILERMAKERS,
IRON SHIP BUILDERS, BLACKSMITHS, FORGERS
AND HELPERS

(s) I. L. Armstrong
General Chairman
INTERNATIONAL BROTHERHOOD OF FIREMEN
AND OILERS, HELPERS, ROUNDHOUSE AND
RAILWAY SHOP LABORERS

FOR THE CARRIERS:

(s) D. E. Farrar
Vice President - Personnel
THE KANSAS CITY SOUTHERN RAILWAY CO.
LOUISIANA & ARKANSAS RAILWAY CO.

(Applicable Only to Machinists.)

This agreement shall become effective May 1, 1974, and shall be construed as a separate agreement by and on behalf of those employes represented by the respective organizations signatory hereto; and will remain in effect subject to the provisions of the Railway Labor Act.

Signed at Kansas City, Missouri, this 25th day of April, 1974.

FOR THE EMPLOYEES:

FOR THE CARRIERS:

(s) B. B. Kidwell
General Chairman (KCS-L&A)
INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS

(s) D. E. Farrar
Vice President - Personnel
THE KANSAS CITY SOUTHERN RAILWAY CO.
LOUISIANA & ARKANSAS RAILWAY CO.

* * * * *

(Applicable Only to Sheet Metal Workers.)

This agreement shall become effective January 1, 1976, and shall be construed as a separate agreement by and on behalf of those employes represented by the respective organizations signatory hereto; and will remain in effect subject to the provisions of the Railway Labor Act.

Signed at Kansas City, Missouri, this 18th day of November, 1975.

FOR THE EMPLOYEES:

FOR THE CARRIERS:

(s) R. G. Moorhead
General Chairman (KCS-L&A)
SHEET METAL WORKERS' INTER-
NATIONAL ASSOCIATION

(s) D. E. Farrar
Vice President - Personnel
THE KANSAS CITY SOUTHERN RAILWAY CO.
LOUISIANA & ARKANSAS RAILWAY CO.

ATTACHMENT "A"

KANSAS CITY SOUTHERN LINES
Payroll Deduction Order
Authorization for Periodic Union Dues

Effective with the second payroll period of _____ 19 _____

EMPLOYEE NAME (PRINT) SOCIAL SECURITY NO. OCCUPATION

LOCATION OR DIVISION NAME OF UNION LOCAL NUMBER

I authorize the Kansas City Southern Lines to deduct from my wages periodically, until cancelled, union dues, assessments, and insurance premiums, as provided in Dues Deduction Agreement.

DATE SIGNED EMPLOYEE SIGNATURE

HOME ADDRESS

P-1842

ATTACHMENT "B"

KANSAS CITY SOUTHERN LINES
Payroll Deduction Cancellation of Periodic Union Dues

Effective with the second payroll period of _____ 19 _____ I request
(SHOW MONTH)

that payroll deductions be cancelled for periodic union dues now being withheld from my wages in accordance with Dues Deduction Agreement.

LOCAL NUMBER NAME OF UNION EMPLOYEE SIGNATURE

SOCIAL SECURITY NUMBER OCCUPATION

DATE SIGNED

P-1843

