

Addendum No. 3(a)

**MEMORANDUM OF AGREEMENT
IN CONNECTION WITH COORDINATION OF
SHREVEPORT TERMINAL AND YARD FACILITIES**

OF

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

AND

LOUISIANA & ARKANSAS RAILWAY COMPANY

Entered Into Between

**THE KANSAS CITY SOUTHERN RAILWAY COMPANY
LOUISIANA & ARKANSAS RAILWAY COMPANY**

and

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS
BROTHERHOOD OF LOCOMOTIVE FIREMEN & ENGINEMEN
ORDER OF RAILWAY CONDUCTORS & BRAKEMEN
BROTHERHOOD OF RAILROAD TRAINMEN**

IT IS HEREBY AGREED:

1. The Shreveport Railways Company maintains certain public transportation routes in Shreveport. One of those routes, designated as that Company's Line "F", is operated directly between downtown and the end of Milam Street, which connects with Blanchard Road leading to Deramus Yard (hereafter referred to as the new yard). At the intersection of Milam and Portland, Line "F" is intersected by Line "J", the latter being known as a cross-town route. Line "J" intersects Line "B" at Centenary Boulevard; Line "A" at Highland; Line "G" at Line Avenue; Line "C" at Southern Avenue; Line "E" at Linwood Avenue; Line "2" at Portland Avenue; Line "D" at Portland; Line "H" at Virginia and also at Laurel; and other lines are intersected in the downtown area by Line "F".

Carrier will make available from the intersection of Lines "F" and "J" at Milam and Portland, a means of transportation for employees who are required to report for, and are relieved from, duty at the new yard.

Such transportation between the intersection of Milam and Portland and the new yard will be without charge to employees. If it should develop that the transportation between Laurel and Milam and the new yard is not being used sufficiently to justify its continuance, the management and committees will meet before such transportation facilities are discontinued and endeavor to work out a satisfactory arrangement. Such transportation shall be continued for a period not to exceed four years from the effective date of the joint terminal operation.

During the hours that public transportation is not available, carriers will provide adequate transportation between the union station and the new yard (via Harriett Avenue) .

Transportation will be made available to employees relieved from service after completing their trip or day's work at the new yard within Forty (40") minutes from the time relieved from duty at the new yard or they will be compensated therefor on the minute basis at the Pro Rata Rate for the last service performed for time held in excess of Forty (40") minutes. In the application of the Forty (40") minute provision said time will start from the tieup time or release time of the last member of the crew.

2. Employees reporting or relieved from duty at the new yard will be paid an arbitrary of twenty-five (25) minutes in each direction at their respective pro rata rate, except such allowance will not apply to:

- (a) Employees entering service after effective date of the joint terminal operation.
- (b) L&A Texas subdivision employees, except where they do not use the sleeping accommodations at the new yard.
- (c) Yard service employees doubling on consecutive assignments, irrespective of class of work, at the new yard; in other words, such employees would receive the arbitrary allowance going out to perform service on the first assignment and the other payment when relieved after working the second assignment.
- (d) Road service employees who aggregate from the new yard not in excess of three (3) hours after release, or turnaround assignment operating into the new yard, will be paid the allowance (1) for going to the new yard (where they commenced trip at that point), and (2)

after they have completed their trip or tour of duty at the new yard.

Yard service or hostler and hostler helper employees reporting for duty or tying up at Harriett Avenue or Union Station will not receive the arbitrary.

Road service employees reporting for duty or who are relieved from duty where they perform service out of or into the Union Passenger Station, or where they deadhead to perform service out of or into the Union Passenger Station, will not be paid the arbitrary. Employees deadheading into the Passenger Station who later take service or are deadheaded out of the new yard, or where they are deadheaded into the new yard and then perform service out of the Union Station, or vice versa, will be paid the allowance provided herein.

The arbitrary allowance provided for herein will be discontinued four years from the date joint terminal operation begins.

3. Road and yard service employees will be called for service in accordance with the respective schedules or presently existing practices as hereinafter provided.

Employees will not be called more than Two (2) hours in advance of the time they are required to report for duty except on request of individual employees. Employees living within calling limits or One (1) mile of the present KCS Harriett Avenue Yard Office, L&A Silver Lake Yard Office, and those employees who now live, or may in the future live, within One (1) mile of the main yard office of the new yard will be called in accordance with respective schedule rules or presently existing practice. Employees living outside of the calling limits of the three (3) points named will be called by telephone. Employees will be permitted to lay off and report for duty by telephone. Employees will be notified of their displacement and allowed to make displacements by telephone.

4. Suitable lighted parking space will be provided at points employees are required to report and are relieved from duty at the new facilities for use of employees who may use their own automobiles going to and from work at this point.

Parking space now provided for employees at the facilities currently maintained will be continued for such employees as may report or tie up thereat in the joint operation.

5. Eating facilities will be provided at the new yard and made available to employees reporting for or relieved from duty at the new yard. Sleeping facilities will be provided for L&A Texas subdivision crews. Representatives of the organizations will urge the employees to patronize such facilities. If it develops that the facilities cannot

be operated account lack of patronage, the management and committees will meet before such facilities are discontinued in an endeavor to work out a satisfactory arrangement to take care of any of the employees who cannot obtain sleeping and eating facilities at or near the new yard.

If L&A Texas subdivision employees do not regularly use the new yard sleeping accommodations, such accommodations will not be reserved for such employees and may be opened for use by others. L&A Texas subdivision employees who desire to use the sleeping facilities regularly will notify proper authority in writing.

6. Road freight conductors, brakemen and flagmen will go on duty and be relieved from duty at the yard office new yard, except head brakemen accompanying locomotive will go on duty and be relieved from duty at the Diesel facilities new yard. Road freight engineers and firemen will go on duty and be relieved from duty at the Diesel facilities new yard.

Yardmen, yard engineers and yard firemen, hostlers and outside hostler helpers, will go on duty and tie up at points specified in advertisement and assignment bulletins, and such points are identified as Union Station, Harriett Avenue, North Lead (new yard), South Lead (new yard), Diesel Facilities (new yard).

Crew boards for road and yard engineers and firemen will be maintained at the Diesel facilities new yard. Crew boards for road conductors, brakemen, flagmen and yardmen will be maintained at the yard office new yard.

7. Except as hereinafter provided, in Sections 8 and 9 set forth, trains of both Kansas City Southern and Louisiana & Arkansas will be yarded at the new yard.

8. Road crews will not be required to set out or pick up at any point within the Terminal except:

- (a) Road crews may set out bad order cars between points within the Terminal.
- (b) Wrecker may be placed on or taken off of road trains (by yard crews) at any point within the Terminal.
- (c) The Bossier City-Hinkle-Jewella Agreement (except as to Jewella) will continue in effect, limited in application to the following:

c-i. Tonnage routed from points on the L&A First subdivision to points on L&A Second Subdivision may be set out by road crews at Hinkle.

Tonnage routed from points on the L&A Second Subdivision to points on L&A First Subdivision may be set out by road crews at Bossier City.

On tonnage set out at Hinkle or Bossier City, as provided in the two next preceding paragraphs, moving in First or Second subdivision trains, yard crews will assist road crews in adding same to outbound trains, as follows:

Cars added to Trains 55 and 77 at Bossier City will be placed thereon in this manner:

New Orleans cars will be placed in such trains by yard crews. Alexandria-Baton Rouge cars will be placed in such trains by the road crew; and if no New Orleans cars are to be added the yard crew will assist the road crew in adding the Alexandria-Baton Rouge cars.

Cars in Train 18 will be in blocks out of the new yard, and cars added to Train 18 at Hinkle will be placed in the train by the yard crew.

Road crews on the Hinkle turn may make straight set out of train or double over when one track will not hold the setout, at Hinkle, or may pick up their train doubling over if one track will not hold train assembled by yard crews in blocks at Hinkle for return trip. Cars set out at Hinkle by the Hinkle turn going to KCS at new yard or cars for interchange movement will be moved to new yard by yard crews.

Cars set out at Hinkle or Bossier City, as herein provided for, and going into other outbound trains at Hinkle or Bossier City, will be added to said trains by yard crews in blocks.

c-ii. Cars of jet fuel oil, gasoline, cars of airplane parts and rush explosives for Barksdale Field may be set out by L&A First Subdivision crews at Hinkle and by Second L&A Subdivision crews at Bossier City to be moved to Barksdale Field by yard crews.

c-iii. Loaded cars for car loading companies may be removed from inbound road trains at Hinkle or Bossier City by yard crews.

Road crews will not be required to move cars from one point to another in the Terminal, in either direction, except cars that move into and out of the Terminal in their trains.

If pusher or helper service is required wholly within the Terminal limits, such service will be performed by yard crews. Such service will not be used for the purpose of assisting trains to handle tonnage in excess of their published tonnage rating.

Road crews required to perform the service permitted in c-i and c-ii will be compensated in accordance with the provisions of the Bossier City-Hinkle-Jewella Agreement.

9. Present method of handling regular or extra passenger trains of the carriers into and out of Shreveport will continue and employees will continue to report and be relieved as at present.

Troop trains may be yarded or picked up at Harriett Avenue or at the new yard. On such moves road crews will go on duty and tie up at new yard and their pay will be figured from and to the new yard under the respective schedule agreements. Yard crews will do the switching, placing or spotting in connection with such servicing.

Troop trains received from connections (T&P, T&NO, SSW, IC) at Harriett Avenue will be placed on regular interchange tracks at Harriett Avenue.

Troop trains for connections (T&P, T&NO, SSW, IC), which have been yarded at Harriett Avenue by inbound road crews from the KCS Sixth Subdivision and L&A First and Second Subdivisions will be delivered by yard crews to such connections.

Troop trains inbound on the L&A Texas Subdivision or the KCS Fifth Subdivision, and going out on the KCS Sixth Subdivision or the L&A First or Second Subdivisions, will change crews at new yard.

Troop trains inbound on the L&A Texas Subdivision or the KCS Fifth Subdivision, and going to connections (T&P, T&NO, SSW, IC), will be handled from new yard to such connections by yard crews.

Troop trains inbound on the L&A First or Second Subdivisions or the KCS Sixth Subdivision, and going out on the KCS Fifth Subdivision or the L&A Texas Subdivision, will change crews at new yard.

10. No change in terminal yard and switching limits of both Carriers will be made, except when the new yard is open for service the following changes will be made:

The terminal yard and switching limits on the L&A, Texas subdivision, will be changed from its present location to Five Hundred (500) feet south of new Texas Junction, which point will be the new north terminal yard switching limits applicable to Shreveport Terminal for both Carriers.

11. New points for final terminal delay to begin will be as follows: For inbound KCS Fifth Subdivision and L&A Texas Subdivision crews the following point shall govern: Lead switch to train yard tracks, located about 400 feet south of the northerly Blanchard Road underpass. For inbound KCS Sixth Subdivision and L&A First and Second Subdivision crews the following point shall govern: Lead switch to train yard tracks located about 400 feet north of the southerly Blanchard Road underpass.

Current Final Terminal Delay rules in the respective schedule agreements are not superseded by this section.

12. Conductors and rear brakemen on southbound through freight trains will be furnished transportation to the yard office if caboose when stopped is north of center of the new yard.

Conductors and rear brakemen on northbound through freight trains will be furnished transportation to the yard office if caboose when stopped is north of center of the new yard.

13. Telephone, water fountains, wash and toilet facilities and adequate lockers will be provided by the Company at the new yard. Bulletin boards will be provided and bulletins posted at each of the points employees are required to report for, and are relieved from, duty.

14. KCS Fifth Subdivision freight crews will operate only 121 miles, DeQueen-Shreveport, when the new yard begins operating (as compared to 125 miles at present). KCS Sixth Subdivision freight crews will operate 116 miles, Leesville-Shreveport, (as compared to 112 miles at present).

L&A Texas Subdivision freight crews will operate only 157 miles, Greenville-Shreveport, when the new yard begins operating (as compared to 172 miles at present). L&A First and Second Subdivision crews running into or out of the new yard will add Seven (7) miles to their trip mileage for the distance between Silver Lake and the new yard.

KCS Fifth Subdivision freight crews operating from Shreveport to DeQueen, or vice versa (limited as hereinafter set forth), will continue to be paid 125 miles for a period of four years from the date Fifth Subdivision trains commence operating into and out of the new yard. At the end of such four (4) year period such crews thenceforth

will be paid actual miles (121 miles). During the Four (4) year period in question, overtime will not commence until time on duty exceeds the 125 miles divided by twelve and one-half.

L&A Texas Subdivision freight crews operating from Shreveport to Hunt, or vice versa (limited as hereinafter set forth), will continue to be paid 172 miles for a period of Four (4) years from the date Texas Subdivision trains commence operating into and out of the new yard. At the end of such Four (4) year period such crews thenceforth will be paid actual miles operated (157 miles). During the Four (4) year period in question, overtime will not commence until time on duty exceeds the 172 miles divided by twelve and one-half.

KCS Fifth Subdivision freight crews or L&A Texas Subdivision freight crews on runs out of Shreveport, on such subdivisions which exceed 100 miles straightaway or 100 miles turnaround, will receive the mileage payments (4 miles KCS Fifth Subdivision; 15 miles L&A Texas Subdivision), referred to above in the third and fourth paragraphs of this Section 14.

The mileage provided in the three next preceding paragraphs will apply to employees deadheading the same as if they were performing service.

The mileages shown above (in the first and second paragraphs of this section) for the new operation represent the distances at the inception of the new operation and will be subject to change if miles operated are increased or reduced through subsequent alteration of trackage routes, except the mileage payments (4 miles KCS Fifth Subdivision; 16 miles L&A Texas Subdivision) referred to above in this Section 14, as provided in the four preceding paragraphs.

All other freight crews except those above referred to, after the effective date of their operation into the new yard, will be paid for service performed or for deadheading under respective schedule agreements.

The additional mileage payments set forth above in this section will not apply to employees entering service after the effective date of the joint terminal operation.

15. (1) Yard switching in the mechanical and stores yards will be performed by yard service employees, except that it will be permissible for mechanical and stores employees to move cars, after they have been placed by yard crews, as follows:

- (a) Car Department: Inside the lead switches for Tracks 46 to 53, inclusive, serving the heavy car repair facilities. Also, inside the lead switches for Tracks 54, 55, 56 and 57 (the latter not yet constructed), inclusive, serving the running repair facilities.

- (b) Stores Department: Track 74 from inside the switch to wye track to end of Track 74. Also, Track 75 from inside the switch to wye track to a point parallel to north line of frog shop building.
- (c) Locomotive Department: Inside the switches to runaround track for Tracks 58 to 63, inclusive.

The words in Item (1) hereof, "placed by yard crews," require that yard crews will shove cars to limit, and spot and space all cars that can be spotted and spaced at the time the work is being performed. Cars going to Sandblast House and Transfer Table on Tracks 49 and 50 will be classified as between cars for Sandblast House and Transfer Table.

In Items (a), (b) and (c) herein, the word "inside" is interpreted to mean that Mechanical, Stores Employees, Hostlers, Hostler Helpers and employees other than yardmen can only move cars from one point to another point on same track and will not be permitted to throw switches and move cars from one track to another track except as provided, as follows:

- (i) Handle switch to Track 74 in movement to Track 75, and vice versa, to get cars, not to exceed three, from one side of Scrap Dock and Reclamation Plant to the opposite side of said Scrap Dock and Reclamation Plant to complete loading or unloading of cars being moved (Stores employees).
- (ii) Throw switches on south end of Tracks 49 and 50 (just north of the Sandblast House) and switch on Track 48, between the connection of Tracks 48 and 49, immediately north of the Transfer Table, to permit cars placed to the limit in said tracks by yard crews to move cars first out in forward movement to Sandblast House, Track 50, and Transfer Table, Track 48 (Car Department employees) .

(2) The following area will be known as the "mechanical" area for hostling of locomotives: Tracks 60 to 70, inclusive, and the runaround track between switch to Track 60 on the north to the switch to Track 60 on the south (Including tail space on the runaround at such switches).

16. (a) Employees represented by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen & Enginemen and the Brotherhood of Railroad Trainmen on The Kansas City Southern Railway and Louisiana & Arkansas Railway in the Shreveport Terminal will be assigned to regular and extra Yard, Pilot, other yard

service, Hostler and Hostler Helper assignments in accordance with the Tables and Rules as hereinafter set forth, as follows:

(b) Table -Yard Crew Assignments

When total number of engines assigned is	--	1	2	3	4	5	6	7	8	9	10
KCS proportion will be	--	1	1	2	2	3	4	4	5	5	6
L&A proportion will be	--		1	1	2	2	2	3	3	4	4
When total number of engines assigned is	--	11	12	13	14	15	16	17	18	19	20
KCS proportion will be	--	7	7	8	8	9	10	10	11	11	12
L&A proportion will be	--	4	5	5	6	6	6	7	7	8	8
When total number of engines assigned is	--	21	22	23	24	25	26	27	28	29	30
KCS proportion will be	--	12	13	14	15	15	16	16	17	18	18
L&A proportion will be	--	9	9	9	9	10	10	11	11	11	12
When total number of engines assigned is	--	31	32	33	34	35	36	37	38	39	40
KCS proportion will be	--	19	19	20	21	21	22	22	23	24	24
L&A proportion will be	--	12	13	13	13	14	14	15	15	15	16
When total number of engines assigned is	--	41	42	43	44	45	46	47	48	49	50
KCS proportion will be	--	25	25	26	27	27	28	29	29	30	30
L&A proportion will be	--	16	17	17	17	18	18	18	19	19	20

In applying the above table, regular and extra assignments will be made on a calendar day basis (12:00 Midnight to 12:00 Midnight).

Assignments made in accordance with above table will constitute a compliance therewith.

If the assignments made under the tables develop inequities, the respective committees will handle with the officers of the carriers for proper adjustment.

(c) Table - Shift Assignments

To illustrate the work of above Table, say there are Twenty-one (21) engines assigned to work in the Terminal. Seven (7) are First Trick; Seven (7) are Second Trick and Seven (7) are Third Trick. Observing Column 7, it is seen that the KCS will man Four (4) of the First Trick Engines, and the L&A Three (3). Also, observing Column 7, it will be noted the KCS will man Four (4) of the Second Trick Engines and the L&A Three (3). Further observing Column 7, it will be seen that the KCS will man Four (4) of the Third Trick Engines and the L&A Three (3).

The apportionment on the basis of shifts shall not result in one road receiving more regular engines or assignments than those to which they are entitled when the computation is based upon the total engines or assignments working and should this occur, adjustments will be made on the Third Shift.

EXAMPLE: There are Twenty-two (22) engines or assignments assigned with Eight (8) First Trick, Eight (8) Second Trick and Six (6) Third Trick assignments. Computed on basis of shift, KCS would have Five (5) First Trick, Five (5) Second Trick and Four (4) Third Trick assignments, or a total of Fourteen (14) engines or assignments. One (1) more than entitled to on basis of total assignments. The L&A would have Three (3) First Trick, Three (3) Second Trick and Two (2) Third Trick engines or assignments, or Eight (8) Engines or assignments instead of Nine (9) engines or assignments. Based on total assignments, adjust on Third Trick and KCS entitled to Five (5) First Trick, Five (5) Second Trick and Three (3) Third Trick engines or assignments and L&A entitled to Three (3) First Trick, Three (3) Second Trick and Three (3) Third Trick engines or assignments.

(d) In order to differentiate between First, Second and Third assignments it is agreed that all engines working hours beginning between 6:30 AM and 2:29 PM shall be known as First Trick Engines. Engines working hours beginning between 2:30 PM and 10:29 PM shall be known as Second Trick Engines; and engines working hours beginning between 10:30 PM and 6:29 AM shall be known as Third Trick Engines. It is

understood and agreed that this paragraph governs only in determining First, Second and Third Trick Engines under this Agreement and does not in any way refer to starting time which is covered by the respective agreements governing starting time for yard service employees.

(e) Table for Firemen Represented By

BLF&E on L&A

Assignments:	1	2	3	4	5	6	7	8	9	10
BLF&E	½	1	1½	2	2½	3	3½	4	4½	5

The odd numbered jobs and extra jobs will be manned on a 50-50 basis pursuant to Art. 51 ½ of the BLF&E agreement.

(f) Table for Yard Engine Foremen

Represented by BRT on L&A

Assignments:	1	2	3	4	5	6	7	8	9	10	11	12
BRT	1	2	2	3	4	4	5	6	6	7	8	8

The foregoing ratio will be applied to all L&A engine foreman assignments in excess of 12.

(g) Three outside hostlers and three outside hostler helpers will be assigned going on duty at the new facilities and divided as follows:

KCS--First Shift

L&A--Second Shift

Third Shift to be divided equally between the KCS and L&A.

The above percentages to be applied to both outside hostlers and outside hostler helpers.

(h) Yardmen will be assigned or used in pilot or other yard service in accordance with tables referred to in (b), (c), (d) and (f) of this Section 16.

(i) Overtime worked by yard assignments (which, as far as practicable) will not exceed three hours on an assignment, except in case

of emergency. This is not intended as a penalty rule; therefore, exceeding the three hours overtime by reason of not being able to tie up within that period of time due to completing work entered upon prior to expiration of the three hours' overtime would result in no penalty to the carriers.

A record will be kept of overtime worked by all yard assignments of the KCS and L&A. The record of overtime will be furnished the respective representatives within Ten (10) days after each Ninety (90) day period and the adjustments will be made by permitting such overtime to be worked off on the Third Shift by a crew of the Carrier to whom the adjustment is owed. The adjustment must be started within a Thirty (30) day period from date the records are furnished the representatives of the respective organizations.

(j) All assignments will be numbered consecutively, and will be described in bulletins as to normal location, starting time, point where to commence work, number of days of assignment; Provided, however, if a crew is needed elsewhere in the terminal it may be so used, although the purpose will be to keep it on work regularly performed on its run.

It will be the purpose, when the tables permit, to encourage employees in the selection of assignments which will follow their former territory.

Yard Lead assignments as between the North and South Leads at the new yard will be made where tables will permit by assignment of KCS crews on South Lead and L&A crews on North Lead.

(k) For a period of six months from the effective date of the coordinated terminal operation, an engine foreman and three helpers will be maintained on the three south lead assignments.

It is agreed that after the end of the six months' period, the committees will join with management, if management requests, in making a joint study of the work on such three assignments to determine whether the third helper is justified on each of them. If agreement cannot be reached, the provisions of the Railway Labor Act will apply.

The foregoing will also apply to one Cedar Grove assignment.

17. On the effective date of the joint use of the new yard herein referred to, the L&A Yard Foremen's Seniority Roster for yardmen represented by the Brotherhood of Railroad Trainmen on the Louisiana & Arkansas Railway will be merged at Shreveport,

Louisiana, with that of The Kansas City Southern Railway Yardmen's Seniority Roster at Shreveport, Louisiana, on a seniority basis, and copy of such merged seniority roster will be attached hereto as an exhibit. All work allotted to KCS railway yardmen, and the ratio of work allotted to engine foremen represented by the Brotherhood of Railroad Trainmen on the L&A Railway will be performed in accordance with their seniority as set forth on the merged seniority roster. All yardmen hereafter employed at Shreveport to perform the work allotted to KCS yardmen and L&A engine foremen will be employed as KCS employees and carried on the merged seniority roster.

18. Carriers will designate a separate track for each the T&P, T&NO-SSW and IC at Harriett Avenue for the receipt of cars interchanged to them by such connections, and employees will be notified by bulletin as to the identity of such tracks.

19. Yard engine crews and yard crews will not be required to increase the number of units they may be working with on their tour of duty, except in case of engine failure.

20. This agreement will not affect employees' retirement, vacation, group insurance, hospital or pass privileges.

21. So that there will be no question as to compliance with provisions contained in order of I.C.C. in Finance Docket 18273, and in order to dispose of the various items of employee protection arising in connection with the proposed joint terminal coordination, the parties hereto agree that the I.C.C.'s so-called "Burlington conditions" will apply to any situation not covered by this Memorandum of Agreement. This understanding is without prejudice to the application of the Washington Job Protection Agreement to any other case.

22. All rules governing conditions of employment for service performed, rates of pay and other provisions of the agreements between the Brotherhood of Locomotive Engineers and The Kansas City Southern Railway Company will apply to KCS engineers working under this agreement. All rules governing conditions of employment, service performed, rates of pay and other provisions of the agreements between the Brotherhood of Locomotive Engineers and Louisiana & Arkansas Railway Company will apply to L&A engineers and hostlers working under this agreement.

All rules governing conditions of employment, service performed, rates of pay and other provisions of the agreements between the Brotherhood of Locomotive Firemen and Enginemen and The Kansas City Southern Railway Company will apply to KCS firemen, hostlers and hostler helpers under this agreement. All rules governing conditions of employment, service performed, rates of pay and other provisions of the agreements between the Brotherhood of Locomotive Firemen and Enginemen and

Louisiana & Arkansas Railway Company will apply to L&A firemen covered by this agreement.

All rules governing conditions of employment, service performed, rates of pay and other provisions of agreements between the Order of Railway Conductors & Brakemen and The Kansas City Southern Railway Company will apply to KCS conductors under this agreement. All rules governing conditions of employment, service performed, rates of pay and other provisions of the agreements between the Order of Railway Conductors & Brakemen and Louisiana & Arkansas Railway Company will apply to L&A conductors covered by this agreement.

All rules governing conditions of employment, service performed, rates of pay and other provisions of the agreements between the Brotherhood of Railroad Trainmen and The Kansas City Southern Railway Company will apply to KCS brakemen and yardmen, respectively, covered by this agreement. All rules governing conditions of employment, service performed, rates of pay and other provisions of the agreements between the Brotherhood of Railroad Trainmen and The Kansas City Southern Railway Company will apply to all yardmen represented by the Brotherhood of Railroad Trainmen on the Louisiana & Arkansas Railway Company at Shreveport, effective as of the date the coordination of the Shreveport Terminal is made effective.

All rules governing conditions of employment, service performed, rates of pay and other provisions of the agreement between the Brotherhood of Railroad Trainmen and the Louisiana & Arkansas Railway Company will apply to L&A trainmen and flagmen covered by this agreement.

The respective schedule agreements (as amended and interpreted), except as modified herein for application at Shreveport Terminal, will continue in full force and effect.

23. At least Ten (10) days prior to the effective date of the complete consolidation of the new yard, the positions of yard crews, hostlers, hostler helpers and pilots required in the coordinated operation will be bulletined for Five (5) days, to expire not less than Five (5) days in advance of the date the coordinated operations are placed in effect; and said bulletins will give description of each assignment as to normal location the assignment will work, starting time, point where crews will commence work and be relieved from work, number of days per week assignment will work and make provisions for those bidding to set forth their first, second, third, etc., choice, and the senior bidders to assignments based on the tables as to assignments, shifts, etc., will be assigned. The general chairmen will be furnished copy of bulletins and bids and the general chairmen will confer with supervisors in making initial assignments.

24. It is contemplated, to permit of a smoother coordination, that Kansas City Southern employees will be moved into the new facilities two to three weeks in advance of Louisiana & Arkansas employees being moved to such facilities. When the Kansas City Southern employees are moved to the new yard (and until the Louisiana & Arkansas employees are moved to the new yard), the Kansas City Southern employees will be covered by so much of the provisions hereof as may be applicable to them. When the Louisiana & Arkansas employees are moved into the new yard, all of the provisions hereof will apply to all of the employees covered hereby.

During the two to three weeks' interim period referred to in the next foregoing paragraph, Kansas City Southern assignments operating into or out of Harriett Avenue will operate into and out of new yard.

25. It is agreed that this agreement is a separate agreement between each of the carriers and each of the organizations signatory hereto.

The rights of the Parties under the Railway Labor Act, as amended, are not prejudiced in any manner by any of the provisions of this agreement.

This agreement will remain in effect until amended or changed, in accordance with Section 6 of the Railway Labor Act as amended.

Signed at Shreveport, Louisiana, this 27th day of October, 1955.

FOR THE EMPLOYEES:

Wade Hampton

General Chairman, Brotherhood of Locomotive Engineers

G. M. Hopkins

General Chairman, Brotherhood of Locomotive Firemen & Enginemen

F. J. Hand

General Chairman, Order of Railway of Conductors & Brakemen

R. D. Jones

General Chairman, Brotherhood of Railroad Trainmen

APPROVED:

H. C. Hobart

Assistant Grand Chief Engineer, Brotherhood of Locomotive Engineers

R. G. Rogerson

Vice President, Brotherhood of Locomotive Firemen & Enginemen

C. H. Bingham

Vice President, Order of Railway Conductors & Brakemen

C. H. Smith

Vice President, Brotherhood of Railroad Trainmen

FOR CARRIERS:

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

LOUISIANA & ARKANSAS RAILWAY COMPANY

By *D. E. Farrar*

Assistant to President

WITNESS:

Clarence G. Eddy

Mediator, National Mediation Board

Addendum No. 3(b)

MEMORANDUM OF AGREEMENT

Between

**THE KANSAS CITY SOUTHERN RAILWAY COMPANY
LOUISIANA & ARKANSAS RAILWAY COMPANY**

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN

ORDER OF

RAILWAY CONDUCTORS AND BRAKEMEN

BROTHERHOOD OF RAILROAD TRAINMEN

In settlement of notice dated March 1, 1960, served upon the undersigned carriers by the undersigned organizations, with respect to the Shreveport terminal coordination, the following is agreed to:

(1) Notwithstanding the provisions of the Railway Labor Act, none of the organizations signatory hereto, irrespective of the class or classes of employees it may now or in the future represent on these carriers, will serve upon these carriers or in any way participate in presenting to these carriers any form of notice or request which has for its purpose extending beyond the respective periods of time set forth in Section (2)(b) and (3)(c) of this agreement, or establishing in lieu thereof for any period of time: (a) any allowance whatsoever for travel to or from Deramus Yard (i) in going to or from work, or (ii) to or from deadheading or (iii) for any other reason; or (b) any company transportation service to or from Deramus Yard for the purpose of going (i) to or from work, or (ii) to or from deadheading, or (iii) for any other reason.

(2) (a) Subject to Sections (1) and (2) (b) of this agreement, employees reporting or relieved from duty at Deramus Yard will be paid an arbitrary of fifteen (15) minutes in each direction at their respective pro rata rate, for the period of one year from April 23, 1960 through April 22, 1961; and an arbitrary of ten (10) minutes in each

direction at their respective pro rata rate, for the period of one year from April 23, 1961 through April 22, 1962, such allowances will not apply to:

- (i) Employees entering service after effective date of the joint terminal operation (April 22, 1956).
- (ii) L & A Texas Subdivision employees, except where sleeping accommodations are not available for them at the new yard.
- (iii) Yard service employees doubling on consecutive assignments, irrespective of class of work, at the new yard; in other words, such employees would receive the arbitrary allowance going out to perform service on the first assignment and the other payment when relieved after working the second assignment.
- (iv) Road service employees who aggregate from the new yard not in excess of three (3) hours after release, or turnaround assignment operating into the new yard, will be paid the allowance (1) for going to the new yard (where they commenced trip at that point), and (2) after they have completed their trip or tour of duty at the new yard.

Yard service or hostler and hostler helper employees reporting for duty or tying up at Harriett Avenue or Union Station will not receive the arbitrary.

Road service employees reporting for duty or who are relieved from duty where they perform service out of or into the Union Passenger Station, or where they deadhead to perform service out of or into the Union Passenger Station, will not be paid the arbitrary. Employees deadheading into the Passenger Station who later take service or are deadheaded out of the new yard, or where they are deadheaded into the new yard and then perform service out of the Union Station, or vice versa, will be paid the allowance provided herein.

- (b) The allowance provided for in Section 2 (a) above will begin as of April 23, 1960, and shall terminate absolutely as of the close of April 22, 1962, and shall not be subject to notice or request for renewal or reestablishment in any form or amount (all as more particularly set forth in Section 1 of this agreement).
- (3) (a) Company-provided transportation at Shreveport shall hereafter be limited to those situations where employees from the L&A Texas Subdivision (whose home terminal is Greenville) cannot be provided, within a reasonable time of their arrival at Shreveport, with a room at the company-provided hotel at

Deramus Yard; in which situations the carriers will arrange to transport such employees to the Milam Street public service bus line at Milam and Portland, during the hours such public service line is operated, and during the night time hours the public service line is not operated the carriers will provide transportation to such employees to the downtown area. The same arrangements will apply on their return to Deramus Yard from downtown.

(b) In addition to the foregoing, such L&A employees will be permitted to ride in company-operated automotive vehicles (not including transport or city delivery trucks) which in the course of their normal operation would go between Deramus Yard and the foregoing bus line and/or downtown.

(c) Should public service transportation be extended to Deramus Yard in the future, the company-provided transportation service referred to in paragraph (a) of this Section (3) shall be discontinued (during the hours that such public service transportation is operated).

(d) Except as set forth above in this Section 3, the matter of company-provided transportation (as contained in Section 1 of the Memorandum of Agreement of October 27, 1955) shall be subject to Section (1) of this agreement.

(4) This agreement shall supersede Sections (1) and (2) of Memorandum of Agreement entered into between the parties hereto as of October 27, 1955; and shall be binding upon the successors and assigns of the respective parties hereto.

(5) It is agreed that this agreement is a separate agreement between each of the carriers and each of the organizations signatory hereto.

Signed at Kansas City, Missouri, this 29th day of April, 1960.

THE KANSAS CITY SOUTHERN RAILWAY COMPANY
LOUISIANA & ARKANSAS RAILWAY COMPANY

By *D. E. Farrar*
Assistant to President