

ARTICLE VII

CONSIST OF CREWS

A yard crew shall consist of not less than one foreman and two helpers, and yardmen will not be required to work with less than a full crew as specified above.

Mr. Charles Luna, President, BRT New York, N. Y. January 29, 1965

This refers to our recent discussions with you concerning crew consist in states comprising the eastern territory and particularly the necessity in the interest of the railroads, their employees and the public, for repeal of the so-called full crew laws.

During our discussion you indicated there was an area subject to agreement that would provide protection for the employees you represent and thereby eliminate your opposition to repeal of existing full crew laws. In line with this discussion and on behalf of the eastern railroads that are shown on the attached sheet designated as Attachment "A", we offer the following:

1. On all railroads, parties to this Agreement, the provisions of the Award of Arbitration Board 282 will continue to be applicable, including decisions of special boards of adjustments and agreements between the parties arising under the Award's provisions, until the specified termination date of the Award (January 25, 1966), except in states having so-called full crew laws in effect and the ground road and yard crew consist provisions of which may be

repealed prior to the January 25, 1966 termination date. In the event the ground road and yard crew consist provision of the full crew law is repealed in one or more of the states presently having such laws, in which one or more of the carriers, parties to this Agreement operate, the provisions of this Agreement shall become effective in that state coincident with such repeal or on and after January 25, 1966, whichever date is earlier.

2. On and after January 25, 1966 (or on and after the earlier effective date in a particular state resulting from the repeal of the ground road and yard crew consist portion of the full crew laws in such states having such laws), a rule shall be inserted in the respective agreements between the parties to this Agreement applying to ground road and yard service employees which will provide for a crew consist on all ground road and yard crews in all classes of road and yard service of not less than a conductor (foreman) and two (2) trainmen (helpers), including assistant conductors, ticket collectors, baggagemen, brakemen, and flagmen; provided, however, that on railroads which had established crew arrangements prior to January 25, 1964, which permitted crews to be operated with less than two (2) trainmen (helpers), such crew arrangements shall remain in effect subject to change in accordance with the provisions of paragraph 6 hereof. The aforementioned crew consist rule shall not apply to self-propelled devices, light engine, helper, and exchange engine movements, which shall be manned in accordance with existing agreements in effect with the organization signatory hereto.

3. In any case in which the carrier has called or filled a crew in accordance with the foregoing paragraph and the consist of such crew falls below the prescribed minimum by reason of the failure of a crew member to report, or by being separated from the crew after reporting, such crew will function in accordance with existing rules.

4. The carriers shall have the right to discontinue the use of trainmen in excess of the minimum crew consist established by paragraph 2, except that the carriers will comply with the provisions of agreements or full crew laws in effect on the date of this Agreement with respect to the employment of trainmen in excess of the minimum crew consist provided by paragraph 2 so long as it is necessary to do so in order to provide employment for trainmen with seniority dates prior to January 25, 1964, who were not in a furlough status on that date and for whom no other employment in train service on their seniority district is available at his governing terminal (home or away from home as the case may be).

5. Upon acceptance of this Agreement the Brotherhood of Railroad Trainmen will immediately withdraw all opposition to repeal of existing statutory and regulatory minimum crew requirements and from participation in any litigation concerning the legality of such requirements in the states covered by this Agreement. Further, the Brotherhood will not institute or support the adoption of any new minimum crew consist laws or regulations in the states covered by this Agreement while this Agreement is in effect.

6. This Agreement will continue in effect until January 1, 1970, and thereafter until changed in accordance with the provisions of the Railway Labor Act, as amended.

If you are in accord with the foregoing, please indicate your acceptance by affixing your signature in the space provided below.

/s/ A. E. Perlman, President, NYC Railroad
/s/ Stuart T. Saunders, Chairman of the Board, Pennsylvania Railroad
/s/ Wm. White, Chairman, Erie-Lackawanna Railroad

Accepted: /s/ Charles Luna, President, BRT

NOTE: In application of paragraph 3 of the letter to Mr. C. Luna dated January 29, 1965 on the IHB Railroad it is understood that crews may be worked short of the prescribed minimum in cases where one member of the crew has been taken to a hospital, clinic, or doctor's office for examination or treatment of minor injuries or by reason of the failure of a crew member to report, with the understanding that another crew member will be called immediately at such time as the Carrier is made aware that the absent crew member will not be available for further service on that tour of duty.

In cases where a crew member, voluntarily or otherwise, terminates his tour of duty after reporting it is understood that a replacement crew member will be called immediately, will report as quickly as possible and during the interval the crew may be worked short of the prescribed minimum.

A replacement crew member need not be called and a crew may be worked short of the prescribed minimum if there is less than two (2) hours time remaining to complete that assignment's tour of duty.

It is understood that no replacement need be called in any event where a crew is not required to perform any further work on that tour of duty.