

I want to thank Mr. Luna for his very enlightening information relative to this agreement you were able to reach. You mentioned 26 railroads.

Mr. LUNA. Thirty-four.

Mr. NELSEN. That you had contacted?

Mr. LUNA. Yes, sir.

Mr. NELSEN. And reached an agreement?

Mr. LUNA. Yes, sir. Like I was supposed to in the 2-year period.

Mr. NELSEN. What would be the total number that you would have reached had you been able to negotiate everything?

Mr. LUNA. Judging the larger ones, and I would say that most of the smaller ones are on the standby agreement, I would say that is practically one-third of them.

Mr. NELSEN. Would you be willing to furnish information to the committee as to whom you contacted and discussed this problem with so that we might further interrogate?

Mr. LUNA. I will be glad to.

Mr. NELSEN. I think it would be helpful.

Mr. LUNA. We will be glad to.

(The information requested follows:)

(The following correspondence and listings, submitted by the Brotherhood of Railroad Trainmen, is indicative of negotiations entered into by the brotherhood and certain eastern railroads to obtain an agreement on crew consist:)

NEW YORK, N.Y., January 29, 1965.

Mr. CHARLES LUNA,

President, Brotherhood of Railroad Trainmen,
Standard Building,
Cleveland, Ohio

DEAR MR. LUNA: 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in states having so-called full crew laws in effect the ground road and yard crew consist provisions of which may be repealed prior to the January 25, 1966 termination date.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 of 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