Report

TO

THE PRESIDENT

BY THE

EMERGENCY BOARD

CREATED JULY 10, 1952, BY EXECUTIVE ORDER 10372 PURSUANT TO SECTION 10 OF THE RAILWAY LABOR ACT, AS AMENDED

To investigate an unadjusted dispute between Northwest Airlines, Inc., and certain of its employees represented by International Association of Machinists

(*NMB No. A–3894*)

WASHINGTON, D. C.
AUGUST 29, 1952

(No. 102)

LETTER OF TRANSMITTAL

WASHINGTON, D. C., *August 29, 1952.*

THE PRESIDENT,
The White House.

MR. PRESIDENT:

We have the honor to hand you herewith our report as the Emergency Board created by you by Executive Order 10372 to investigate and report respecting a dispute involving the Northwest Airlines, Inc., and certain of its employees represented by the International Association of Machinists.

Respectfully submitted.

ADOLPH E. WENKE, *Chairman.*
I. L. SHARFMAN, *Member.*
ROBERT O. BOYD, *Member.*

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REPORT TO THE PRESIDENT BY THE EMERGENCY BOARD CREATED ON JULY 10, 1952, BY EXECUTIVE ORDER 10372 TO INVESTIGATE AND REPORT IN RESPECT TO A DISPUTE BETWEEN THE NORTHWEST AIRLINES, INC., AND CERTAIN OF ITS EMPLOYEES REPRESENTED BY THE INTERNATIONAL ASSOCIATION OF MACHINISTS

History of the Board

This Emergency Board, designated by the National Mediation Board as Emergency Board No. 102, consisted of Judge Adolph E. Wenke, of the Supreme Court of Nebraska; Prof. I. L. Sharfman, of the University of Michigan; and Robert O. Boyd, of Portland, Oreg.

The Executive order of the President creating the Board is as follows:

Executive Order

CREATING AN EMERGENCY BOARD TO INVESTIGATE A DISPUTE BETWEEN THE NORTHWEST AIRLINES, INC., AND CERTAIN OF ITS EMPLOYEES

Whereas a dispute exists between the Northwest Airlines, Inc., a carrier, and certain of its employees represented by the International Association of Machinists, a labor organization; and

Whereas this dispute has not heretofore been adjusted under the provisions of the Railway Labor Act, as amended; and

Whereas this dispute, in the judgment of the National Mediation Board, threatens substantially to interrupt interstate commerce to a degree such as to deprive a section of the country of essential transportation service:

Now, therefore, by virtue of the authority vested in me by section 10 of the Railway Labor Act, as amended (45 U. S. C. 160), I hereby create a Board of three members, to be appointed by me, to investigate the said dispute. No member of the said Board shall be pecuniarily or otherwise interested in any organization of employees or any carrier.

The Board shall report its findings to the President with respect to the said dispute within thirty days from the date of this order.

As provided in section 10 of the Railway Labor Act, as amended, from this date and for thirty days after the Board has made its report to the President, no change, except by agreement, shall be made by the Northwest Airlines, Inc., or its employees in the conditions out of which the said dispute arose.

In performing its functions under this order the Board shall comply with the requirements of section 502 of the Defense Production Act of 1950, as amended.

Harry S. Truman.

The White House,
July 10, 1952.

The Board convened in Room 302, Federal Office Building, 911 Walnut Street, Kansas City, Mo., on Tuesday, July 15, 1952, and elected Adolph E. Wenke its Chairman and designated and approved Johnston and King as official reporters for the Board. Having organized, the Board adjourned subject to the call of the Chairman.

At the call of the Chairman the Board reconvened in the Conference Room of Northwest Airlines, Inc., 1885 University Avenue, St. Paul, Minn., on Monday, August 4, 1952.

Appearing at this hearing on behalf of Northwest Airlines, Inc., were Vice President Linus C. Glotzbach, Assistant to the President, Counsel Robert A. Ebert, and Associate Counsel William J. Dillon, all of St. Paul, Minn.

Appearing on behalf of the employes were Carl L. Dawson, a Grand Lodge Representative of Washington, D. C., E. B. May, General Chairman of Minneapolis, Minn., Stephen Hanto of Minneapolis, Minn., and Orville D. Funk of Seattle, Wash. Messrs. Hanto and Funk are members of the Flight Engineers' Negotiating Committee.

Hearings began on August 4 and continued through August 12, resulting in a record of 854 pages and 82 exhibits. During the course of these hearings the parties stipulated to an extension of the time within which the Board could make and file its report with the President, originally fixed by the Executive order at 30 days. This extension of time was approved by the President, thereby extending the time for the Board to make and file its report to September 8, 1952.

At the conclusion of the hearings, pursuant to direction of the President, the Board met with the respective parties in an endeavor to secure a settlement of the dispute. This effort was not successful. The Board thereupon concluded these sessions and began the preparation of this report.

History of the Dispute

The history of this dispute, which was the occasion for the appointment of the Board, is as follows:

On October 26 and on November 30, 1951, the Union proposed certain revisions in the wage scale, and related items, and in the working rules of its agreement with the Company as it relates to the Company's flight engineers. The parties attempted to negotiate a settlement of these proposals but were not successful in doing so.

On February 29, 1952, the Union filed an application with the National Mediation Board asking for mediation of the difficulties. The matter was docketed as Case A–3894 and a Mediator appointed. Mediation began on March 18, 1952, and continued off and on until June 9, 1952, when the case was closed.

The National Mediation Board proffered the parties arbitration but this proffer the Union refused. On June 25, 1952, the Union notified the National Mediation Board that a strike vote had been taken by the flight engineers requesting strike sanction, which probably would be granted. The National Mediation Board thereupon informed the President that in its judgment a dispute existed which threatened to substantially interrupt interstate commerce. The Executive order of July 10, 1952, creating this Emergency Board followed.

Subjects of Dispute

During negotiations by the parties, and also during mediation, many of the matters proposed by the Union were either tentatively agreed upon, pending final settlement of the entire matter, withdrawn by the Union, or an understanding reached in regard thereto. However, the Union's proposals relating to the following subjects remain unsettled and are the subject of this dispute, namely:

1. Wage schedule.
2. Ground pay.
3. Night pay premium.
4. Three-engine ferry flights.
5. Training pay.

We shall take up each of these subjects separately and in the order as above set forth.

WAGE SCHEDULE

The Union's present proposal is that the wage schedule of flight engineers, covered by Article XIII (c) of their current agreement with the Company, as supplemented, be revised so that for domestic operations a flight engineer will receive $561.25 per month during his first 6 months of service and that it graduate upward in the succeeding brackets until in his tenth 6 months period, and thereafter, that being the last wage bracket of the schedule, he will receive $761.25. For international operations it provides he will receive $611.25 during the first 6 months of his services with the Company and thereafter the proposed scale graduates upward through the several brackets until in the eighth 6 months period of his service and thereafter, that being the last pay bracket, he will receive $811.25 per month.

Flight engineers were first used by Northwest Airlines on August 1, 1949. An agreement was executed on August 2, 1949, effective August 1, 1949, fixing their base pay. This wage schedule was subsequently revised by a supplemental agreement executed April 9, 1951, which raised each bracket of the monthly wage schedule $25,

and added one additional bracket in the wage schedule of both domestic and international service. It was, however, made retroactive to August 1, 1950. The supplemental agreement provided that neither party would reopen the wage question prior to October 1, 1951. On October 26, 1951, the Union submitted its first revision. This proposal was materially different than the schedule which it now proposes. To get a better understanding of this situation the following tables set out these four phases of this issue:

ARTICLE XIII (c)

WAGE SCHEDULE FOR DOMESTIC SERVICE

Months of service	Aug. 1, 1949	Aug. 1, 1950	Proposed Oct. 26, 1951	Present proposal
First 6 months	$400.00	$425.00	$475.00	$561.25
Second 6 months	420.00	445.00	500.00	586.25
Third 6 months	440.00	465.00	525.00	611.25
Fourth 6 months	460.00	485.00	550.00	636.25
Fifth 6 months	480.00	505.00	570.00	661.25
Sixth 6 months	500.00	525.00	590.00	681.25
Seventh 6 months	520.00	545.00	610.00	701.25
Eighth 6 months	535.00	560.00	630.00	721.25
Ninth 6 months	550.00	575.00	650.00	741.25
Tenth 6 months	----------	600.00	675.00	761.25

WAGE SCHEDULE FOR INTERNATIONAL SERVICE

First 6 months	$450.00	$475.00	$525.00	$611.25
Second 6 months	475.00	500.00	550.00	641.25
Third 6 months	500.00	525.00	575.00	671.25
Fourth 6 months	525.00	550.00	600.00	701.25
Fifth 6 months	550.00	575.00	625.00	731.25
Sixth 6 months	575.00	600.00	650.00	761.25
Seventh 6 months	600.00	625.00	675.00	786.25
Eighth 6 months	----------	650.00	700.00	811.25
Ninth 6 months	----------	----------	725.00	----------

It will be observed that the present proposal asks for an increase in both the domestic and international wage schedule starting at $136.25 in the first bracket and graduating upward to $161.25 in the last bracket. This is considerably above the first proposal made on October 26, 1951, which, in both the domestic and international service, started with a $50 raise in the first bracket and graduated upward to a $75 raise in the final bracket, one additional bracket being added by that proposal to the international schedule.

Northwest Airlines, Inc., is an air carrier holding a certificate of convenience and necessity from the Civil Aeronautics Board which permits it to carry passengers, air mail and cargo over its authorized routes. Domestically these routes extend from New York and Washington on the east coast to Portland and Seattle on the west coast. Some of the principal cities it serves en route are Pittsburgh, Cleveland, Detroit, Milwaukee, Chicago, Minneapolis, St. Paul, and Spokane. Internationally it operates from Minneapolis and St. Paul, and Seattle to Anchorage, Alaska, then out along the Aleutian chain to Tokyo, Japan. From Tokyo it operates to Pusan, Okinawa, and Manila. It also operates from Seattle, through Portland, to Honolulu.

The Union contends that the only fair way to determine if the Company's present wage schedule for flight engineers is too low, and the requested raise justified, is to compare it with the wage schedules of flight engineers on other American airlines, particularly those operating the Boeing 377 since that is the only type of plane operated by the Company on which flight engineers are used. We think that is a fair basis on which to determine the issue. However, there are many factors that affect wages on the various airlines which must be considered in determining whether any interairline inequity exists. Also, it is not a comparison with a similar class of employees on a single airline that should be made but rather a comparison with the general wage level on other airlines that have employees with similar duties and responsibilities. In this respect there is nothing in the record to show that Northwest Airlines, Inc., is not fully able financially to pay such wages.

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Flight engineers were first employed in the airline industry by Pan American World Airways in 1937. At that time they were employed primarily as flying mechanics to make emergency repairs in flight, to make repairs at intermediate bases, and to supervise the work of mostly native mechanics at bases outside the continental limits of the United States. The next American airline to employ flight engineers was T. W. A. Its use of these employees was, in the beginning, much the same as by Pan American. The general advent of flight engineers came with the larger, heavier, speedier, and more powerful multi-engined planes and their resulting complex instrument panels. This change made necessary the delegation of a part of the duties relative thereto, which had formerly been performed by the captain and copilot, to some one else in the cockpit. However, this delegation of duties to the flight engineer included none of the duties of flying the plane. Those duties remained entirely the responsibility of the captain and the copilot.

This necessity was recognized by the Civil Aeronautics Board when, both for domestic and international operations, it provided "Flight engineers, when required. (*a*) After December 1, 1948, an airman holding a flight engineer certificate shall be required on all four-engine aircraft certificated for more than 80,000 pounds maximum take-off weight, * * *." See section 61.161 of Civil Air Regulations, Part 61, and section 41.73 of Civil Air Regulations, Part 41, as issued by the Civil Aeronautics Board.

These regulations were issued by the Civil Aeronautics Board after a hearing to determine whether flight engineers were necessary. Based on the facts adduced at that hearing the Civil Aeronautics Board came to the conclusion that, because of the multiplicity of instruments and complexity of operational controls on large four-engine aircraft, a flight engineer was necessary to assume certain of these mechanical duties in order to relieve those in charge of flying the plane thereof and permitting them to concentrate their attention on the actual flying of the plane. It issued the foregoing regulations based on these findings.

The Company began the use of flight mechanics on its DC–4 planes, when used in flights to Anchorage and the Orient, on December 23, 1946. They were used primarily to take care of the planes at intermediate stops en route and to make minor adjustments in flight. With the advent of the Company's use of Boeing 377 on August 1, 1949, it began the use of flight engineers. This was necessary because of the requirements of the Civil Aeronautics Board's regulations hereinbefore quoted. In its over-all operations the Company uses 8 DC–3s,

22 DC–4s, and 10 Boeing 377s. Flight engineers are only used on the B–377s. The Company uses the B–377 on both its domestic and international operations. It presently employs 30 flight engineers in its domestic operations and 13 in its international operations. These flight engineers are currently located in the wage schedules as follows:

Period	Domestic	International
First 6 months	4	1
Second 6 months	0	0
Third 6 months	0	1
Fourth 6 months	0	1
Fifth 6 months	4	1
Sixth 6 months	12	5
Seventh 6 months	0	0
Eighth 6 months	0	4
Ninth 6 months	1	----
Tenth 6 months and above	9	----

To get a better picture of the size of the Boeing 377 in the field of four-engine commercial planes which are presently being used by American airlines, and on which flight engineers are required by reason of the Civil Aeronautics Board's regulations, the following table of data is compiled from the record.

Plane	Maximum take-off horsepower rating on each engine	Maximum gross take-off weight	Speed (miles per hour)
Boeing 377	D. 3, 250 or I. 3, 500	D. 135, 700 or I. 145, 800	330
Douglas DC–6	2, 400	97, 200	300
Douglas DC–6, 6–b	2, 500	100, 000	313
Lockheed 049	2, 500	90, 000	300
Lockheed 649	2, 500	94, 000	300
Lockheed 749	2, 500	105, 000	300
Lockheed 1049–A	2, 700	120, 000	327

Two points should be clarified as to the foregoing table of statistical data. First, the speeds quoted are not necessarily, and usually are not, the pegged speeds of the planes as agreed to on the different airlines when used for the purpose of computing the pay of captains and copilots; and second, two maximum take-off horsepower ratings for each engine and two maximum gross take-off weights are given for

the Boeing 377. This is based on the fact that in the use of this plane by Northwest 100-octane gasoline is used in domestic service which produces 3,250 horsepower from each engine, whereas 108-octane gasoline is used in international service which produces 3,500 horsepower from each engine. This permits a greater gross take-off weight when the plane is used in international service. The pegged speed of the Boeing 377 in Northwest's agreement with its pilots is 250 miles per hour.

It was to release the captain and copilot of the constant necessity of monitoring all of the numerous indicators, controls, etc., necessary on a large modern four-engine airplane, together with the regulating and controlling of those not directly related to the flying of the plane that brought the flight engineer into the cockpit. This permitted the captain and copilot to devote their time to the flying of the plane. Much of the evidence adduced at the hearings relates to these duties and responsibilities. It would serve no useful purpose to detail them. It is sufficient to state that the evidence shows a flight engineer to be a well trained and highly qualified technician who is in charge of and operates the power plants of the plane, having a great many controls under his charge. He must have the ability to evaluate what he sees and assume the responsibility of acting thereon or advising the captain of the plane in regard thereto. It is not for performing the manual details of these duties that a flight engineer is primarily compensated but it is for his technical knowledge and skill which permits him to evaluate what he observes and assume responsibility for action taken thereon.

There are some material differences in the duties and responsibilities of flight engineers on the various airlines. Insofar as they seem to be material we shall discuss them in our consideration of the wage schedules of the flight engineers on the various airlines, particularly those using the Boeing 377.

There are only two other American airlines using the Boeing 377. Pan American Airways uses 29 on its international operations and United Airlines uses 6 on its international operations. Northwest Airlines is the only American airline using it on both its domestic and international operations. Pan American Airways is not engaged in domestic operations. It would, therefore, seem only logical to take the international wage scale of flight engineers on American airlines as a beginning basis for comparison as it is the only comparison available where the same plane is being used. For the purpose of comparison the following table has been prepared from the data adduced at the hearings:

Agreement

CURRENTLY EFFECTIVE INTERNATIONAL WAGE SCHEDULES OF FLIGHT ENGINEERS ON AMERICAN AIRLINES [1]

Airline	Northwest	Pan American [2]		United	T. W. A.	C. & S.	Eastern [3]
Union	I. A. M.	F. E. I. A.		F. E. I. A.	F. E. I. A.	F. E. I. A.	F. E. I. A.
Effective date	Aug. 1, 1950	Aug. 1, 1951		Feb. 1, 1951	May 1, 1950	Jan. 1, 1952	Nov. 1, 1952
Execution date	Apr. 9, 1951	Aug. 8, 1951		Feb. 9, 1951	Oct. 26, 1951	May 26, 1951	Apr. 15, 1952
Expiration date	Oct. 1, 1951	Dec. 31, 1952		Feb. 1, 1952	Apr. 30, 1952	Mar. 1, 1952	Dec. 1, 1952
		F. E.	A. F. E.				
PAY PERIODS							
First 6 months	475	535	435	525	475	490	466
Second 6 months	500	560	460	550	500	515	466
Third 6 months	525	585	485	575	525	540	521
Fourth 6 months	550	610	510	600	550	565	521
Fifth 6 months	575	635	535	625	575	590	597
Sixth 6 months	600	660	----	650	600	615	597
Seventh 6 months	625	685	----	675	625	635	642
Eighth 6 months	650	710	----	700	650	655	642
Ninth 6 months	----	735	----	725	670	----	657
Tenth 6 months	----	----	----	----	685	----	657
Eleventh 6 months	----	----	----	----	700	----	672
Twelfth 6 months	----	----	----	----	----	----	672
Thirteenth 6 months	----	----	----	----	----	----	682
Fourteenth 6 months	----	----	----	----	----	----	682
Eighth year	----	----	----	----	----	----	692
Type of plane operated internationally on which flight engineers are used.	B–377	B–377 DC–6 Constellation		B–377	L–749a	----	L–749

[1] Of the above 6 airlines 3 are currently involved in the renegotiation of the wage schedules of their flight engineers. They are Northwest, United, and T. W. A.

[2] Pan American is listed in 2 columns because of its use of F. E. (flight engineers) and A. E. F. (assistant flight engineers) on its multiple crews on Boeing 377's. Pan American's flight engineers' agreement also provides additional pay for its flight engineers and assistant flight engineers when used on planes of 125,000 pounds gross weight or over. This is $1.25 for flight engineers for all hours above 24 up to 85, or a maximum of $76.25. For assistant flight engineers it is $0.75 an hour for all hours over 40 or a maximum of $33.75. In addition to Boeing 377's Pan American flies DC–6's and Lockheed Constellations for which flight engineers and assistant flight engineers receive only the basic wage rate as above set forth as they gross less than 125,000 pounds.

[3] This schedule is based on Eastern Airlines arbitration award rates for 80 hours, ½ day-½ night, flying an L–1049 (Constellation) with a maximum gross weight of 121,000 pounds and a pegged speed of 260 miles per hour.

It will be observed from the foregoing schedules of American airlines engaged in international operations that the wage schedule on Northwest is the lowest of all when compared to the top bracket of each airline. When compared at the same level as Northwest's last bracket only TWA has a fixed wage schedule that is the same. But TWA's wage schedule continues on up for three more brackets to a $50 higher top.

As already stated, there are two other American airlines besides Northwest using the Boeing 377 airplane in their international operations. In general, flight engineers on Northwest, United and Pan American must have the same basic knowledge of a Boeing 377 and how it operates. However, there are some material differences on United and Pan American, as they relate to flight engineers, which should be pointed out. As already indicated, the flight engineers on Pan American are a much more experienced group. The record shows a much higher percentage of both United and Pan American flight engineers, who are working in international service, to be in the top bracket of their wage schedule than is the situation on Northwest. All flight engineers flying international operations on United are in the top bracket, 85 percent of those on Pan American, and only 30 percent of those on Northwest.

There is also a difference in the cockpit arrangement of the Boeing 377 as used by these three airlines. Pan American has what is referred to as a type three cockpit or one in which the flight engineer has a separate station with a dual set of power and mixture controls, thus permitting him to handle power. United has what is known as a type two cockpit wherein the flight engineer's station is in the nature of a jump seat between the seats of the captain and co-pilot. The flight engineer thus has access to the single set of power controls and handles them after the first power reduction. Northwest uses a modified type cockpit. It is somewhere between a type two and a type three. Its cockpit arrangement does not permit the flight engineer to handle the single set of power and mixture controls, as he cannot reach them. He does, however, have control of and handles the turbo supercharger controls.

There is an additional factor relating to Pan American's wage schedule and that is its use of assistant flight engineers on multiple crews. This has the effect of using only one flight engineer on such crew, whereas on Northwest a multiple crew would carry two flight engineers. In addition, the flight engineer on a Pan American multiple crew carries the full responsibility as such even when the assistant flight engineer is on duty. An assistant flight engineer on Pan American does not automatically become a flight engineer after a cer-

tain length of time. He is promoted thereto if and when need for an additional flight engineer arises and then only after he has served 4 years as an assistant.

The evidence shows that a Boeing 377 is much more complex than a Constellation. Whether Pan American made the differential in the pay of its flight engineers when flying on a Boeing 377 and when flying on the other planes it uses is based on the foregoing fact, or based on the fact that the plane is heavier and more powerful than the others used, or a combination of both, is not shown by the record. The fact is, it has made a differential based on weight alone. This differential permits a flight engineer on a Boeing 377, depending upon the number of hours he flies thereon during a month, to earn an additional amount up to a maximum of $76.25 above what he would have earned for flying the same number of hours on a DC–6 or Constellation. The same is true for an assistant flight engineer but the limit is $33.75.

Taking into consideration all of these factors, together with the over-all situation, including the fact that United and TWA flight engineers are presently in the process of renegotiating their wage schedules, we are of the opinion that the wage schedule of flight engineers on Northwest Airlines engaged in international operations is below the general average of what is currently being paid by other American airlines for like or comparable services and that, as to such wages, there exists an inter-airline inequity. However, the proposal made by the Union for the flight engineers of Northwest Airlines who are engaged in international operations is the highest possible earnings a flight engineer on Pan American could earn flying a Boeing 377 a maximum of 85 hours and in one less bracket. This makes the proposed intermediate brackets even higher than the maximum that a similarly located pilot on Pan American could earn. While we think the flight engineers on Northwest who are engaged in international operations are entitled to some increase in order to adjust their wage schedule to meet this inter-airline inequity, we think the proposals of the Union in that respect to be too high. In view thereof, we suggest that the Union withdraw its proposals in that regard and modify its demands in accordance with our recommendations as hereinafter set forth. The same is suggested in regard to the Company's counter-proposal of $25 per month raise in each step of the wage bracket, which we think is too low.

The following is a compilation of the data adduced at the hearings relating to the flight engineers' wage schedule of American airlines when they are engaged in domestic operations:

CURRENTLY EFFECTIVE DOMESTIC WAGE SCHEDULES OF FLIGHT ENGINEERS ON AMERICAN AIRLINES [1]

Airline	Northwest	American	T. W. A.	C. & S.	National [2]	United	Eastern [3]	Continental
Union	I. A. M.	A. C. F. E. A.	F. E. I. A.	F. E. I. A.	F. E. I. A.	F. E. I. A.	F. E. I. A.	
Effective date	Aug. 1, 1950	Oct. 6, 1951	May 1, 1950	Jan. 1, 1952	May 10, 1951	Feb. 1, 1951	Nov. 1, 1952	June 16, 1952
Execution date	Apr. 9, 1951	Jan. 25, 1952	Oct. 26, 1950	May 26, 1951	May 10, 1951	Feb. 9, 1951	Apr. 15, 1952	June 16, 1952
Expiration date	Oct. 1, 1951	Feb. 1, 1953	Apr. 30, 1952	Mar. 1, 1953	Mar. 20, 1952	Feb. 1, 1952	Dec. 1, 1952	June 16, 1953
PERIODS								
First 6 months	425	400	420	440	390	420	430	430
Second 6 months	445	440	445	465	410	440	430	450
Third 6 months	465	465	470	490	430	460	485	470
Fourth 6 months	485	485	495	515	450	480	485	490
Fifth 6 months	505	505	520	540	470	500	561	510
Sixth 6 months	525	525	545	565	490	520	561	530
Seventh 6 months	545	545	565	585	510	540	606	550
Eighth 6 months	560	565	585	605	530	560	606	570
Ninth 6 months	575	585	595	----	550	580	621	590
Tenth 6 months	600	620	605	----	----	600	621	610
Eleventh 6 months	----	----	625	----	----	----	636	630
Twelfth 6 months	----	----	----	----	----	----	636	----
Thirteenth 6 months	----	----	----	----	----	----	646	----
Fourteenth 6 months	----	----	----	----	----	----	646	----
Eighth year	----	----	----	----	----	----	656	----
Type of plane operated domestically on which flight engineers are used	B–377	DC–6	L–049, L–789	----	DC–6	DC–6	L749–L1049	----

[1] Of the above 8 airlines 4 are currently involved in the renegotiation of the wage schedules of their flight engineers. They are Northwest, T. W. A., National, and United.

[2] National's rates established by arbitration award.

[3] Eastern arbitration award rate as applied to a L–1049 (80 hours) ½ day-½ night.

It will be noted that less difference exists between the wage schedule of Northwest and other American airlines on domestic operations than exists on international operations. However, it should be mentioned that the wage schedules of flight engineers are presently in the process of being renegotiated on T. W. A., National, and United airlines. It is difficult to compare directly the wage schedules on domestic operations because none of the other American airlines are flying a plane of the size of the Boeing 377 on their domestic operations. However, Pan American, on its international operations, has made a differential in the wage schedule of flight engineers when working on a Boeing 377 and when working on a DC–6 or a Constellation. This differential operates up to a maximum of $76.25 a month. The DC–6's and the Constellations are the class of planes which are generally being used by American airlines in their domestic operations on which a flight engineer is a member of the crew. Considering these facts and the general over-all situation, including the fact that such differentials, based on the size of plane being used, have not been uncommon on American airlines' domestic wage schedules, we think an interairline inequity exists on Northwest as regards its wage schedule for flight engineers on domestic service when compared to other American airlines, although to a somewhat lesser degree than on its international operations.

It is our opinion that the Union's proposed schedule of wages for flight engineers engaged in domestic service is too high. We think the wage schedule of its flight engineers engaged in domestic operations should be raised to adjust this interairline inequity which, in our opinion, exists in relation thereto. Since we find the Union's proposal too high we suggest that it withdraw its proposal and modify its demands in accordance with our recommendations as hereinafter set forth and negotiate an agreement accordingly. We make the same suggestion to the Company, whose counterproposal of $25 per month raise in each step of the domestic wage schedule, we think is too low.

The Union suggests that prior to January 1, 1952, the flight engineer was, paywise, the No. 2 man in the cockpit. It introduced evidence to that effect. The copilot's increase in pay, effective January 1, 1952, came about as the result of an agreement between Northwest Airlines and the Airline Pilots Association, effective that date, which provided the copilots, in addition to their base pay, should receive a percentage of what the pilots receive, depending upon the number of years that they have been copilots. This new pay arrangement undoubtedly came about as a result of the findings and recommendations of the Emergency Board's report in the American Airlines

Pilots' case. The circumstances upon which that recommendation was primarily based has no relationship to the flight engineers and their pay schedule. The Union has not proposed and the employees say they do not want an incentive type of pay. In the opinion of the Board, the services of a flight engineer differ from those of the pilot and copilot. The copilot must have all the basic knowledge required of a flight engineer. The position of a flight engineer is not a step toward becoming a co-pilot. It is the flight engineer's duty to watch over the engines and advise the captain, or whoever is flying the plane, in regard thereto but he never has the responsibility of making any final decisions affecting the conduct of the flight. The duty of flying the plane and making all decisions in regard thereto is the sole responsibility of the captain or copilot whenever the latter is in charge of flying the plane. Under these circumstances the jobs are not comparable for the purpose of adjusting their respective wage schedules. Nor is the fact that the position of the two, paywise, has changed materially when the circumstances bringing about such change affect only the one position. In view of what we have said we come to the conclusion that this circumstance is not material to the issue of the flight engineers' pay schedules and not in any way controlling thereof.

Reference has been made to the increased cost of living and evidence adduced to show the extent thereof since January 1950. This showing is based on the most recent publication of the Consumers' Price Index by the Bureau of Labor Statistics. However, since our recommendations, based on our finding of the existence of inter-airline inequities in relation to Northwest's pay schedules for flight engineers on both its domestic and international operations, are in excess of any increase that could be based solely on such increased costs of living no useful purpose will be served by a further discussion thereof except to say that they are covered by our recommendations.

GROUND PAY

The current agreement of the Union with Northwest Airlines provides for ground pay. Article III (e) thereof is as follows:

> Where a flight is interrupted or delayed en route and the flight engineer is required to participate in correcting malfunctioning or make repairs because of lack of qualified personnel at the point, he will be paid at the rate of three ($3.00) dollars per hour for each hour spent in such work on the ground in addition to his regular salary.

The Union proposes a revision of this rule which would increase the $3 per hour to $5 per hour, and in addition, provide for $6 per hour if

the work is performed between 6 p. m. and 6 a. m. As proposed, Article III (e) would read as follows:

> When a flight is interrupted or delayed en route and the flight engineer is required to participate in correcting malfunctioning or make repairs because of lack of qualified personnel at the point, he will be paid at the rate of five dollars ($5.00) per hour from 6:00 a. m. to 6:00 p. m., and six dollars ($6.00) per hour from 6:00 p. m. to 6:00 a. m. for each hour spent in such work on the ground in addition to his regular salary.

Provisions of this type do not seem to be common to agreements between the airlines and their flight engineers as the Chicago and Southern agreement seems to be the only other agreement that has such a provision. The Chicago and Southern agreement provides that such work shall be paid for at the rate of $5 per hour.

But we are not here confronted with the problem of whether or not we should recommend that the parties' agreement include such a provision because it already contains it. The only question is, should the amount currently being paid be increased?

Considering what the flight engineer receives for his contracted hours of service, we find the Union's request that the rate of $3 per hour for such services be raised to $5 per hour to be a reasonable request. However, for reasons set forth elsewhere in this report under the issue of night pay premium, we do not think it should provide for any additional compensation when the work happens to be performed between 6 p. m. and 6 a. m.

NIGHT PAY PREMIUM

As part of its proposed revision of Article XIII (c) of its agreement with Northwest Airlines the Union added the following provision:

> In addition to the above schedule each flight engineer shall be paid one and one-half dollars ($1.50) per hour night premium for each credited flight hour between 6:00 p. m. and 6:00 a. m. Local standard time at point of departure will be used for purposes of computing night premium.

Night pay premium for pilots seems to have had its beginning almost with the advent of commercial airlines. It was intended to compensate for the additional abilities required and responsibilities assumed for night flying. The art of flying at night, in the early stages of commercial airlines, without many of the navigational facilities such as are presently available was much more difficult than day flying and still is. Flying at night, even with all our present day facilities, is more difficult than during the hours of daylight, particularly under adverse weather conditions such as rain, snow, fog, etc.

This traditional night pay premium for pilots has continued and is currently in effect and has, as the result of the Emergency Board's report of May 25, 1951, in the American Airlines' case, been generally extended to the pay of the copilots. This latter fact was undoubtedly one of the major factors which brought about this demand. But, as has already been hereinbefore set forth, the duties of the flight engineer, either day or night, have nothing to do with the actual flying operations of the plane. The flight engineers do not have any of the responsibilities of flying the plane. Consequently, the reasons for paying the captain and copilot a night premium has no application to the flight engineer.

Night operations for a flight engineer are not new. Flight engineers have been flying at night, while in the performance of their duties, from the very inception of the position. Their duties do not vary with day or night flying nor are the abilities required or the responsibilities of the position increased by reason thereof. No evidence was adduced to show that a night pay premium has ever been included in a flight engineer's agreement with an airline except that established by the Eastern Airlines' arbitration award. But both the Union and the employees' representatives stated during the hearings that they did not want such an incentive system of pay as the Eastern Airlines' arbitration award created. Based on the fact that through all the years American airlines have been operating, during which time many agreements have been negotiated on the various airlines fixing the pay of flight engineers, no agreement ever included a provision providing a premium for night work we can only conclude that the pay schedules, as agreed to, included such services. There has been no change in the duties of the flight engineers while flying at night. We find no sufficient reason why night pay premium should now be established.

THREE-ENGINE FERRY FLIGHTS

The Union proposed the following:

> No flight engineer shall be required to perform the duties of a flight engineer on a three (3) engine ferry flight.

This is a new rule and is an endeavor to write into flight engineer's agreement a provision preventing the Company from using flight engineers on trips ferrying four-engine planes to a point of vantage for the purpose of maintenance when one of the engines is, for some reason, out of order. Ferrying, as here used, means to fly the plane. In order to ferry a four-engined plane under these conditions a special permit authorizing it to do so must be obtained by the Company from the Civil Aeronautics Authority. Such a permit is issued only when, in

the opinion of the Civil Aeronautics Authority, the flight can be accomplished in safety.

This rule is apparently based on the fact that pilots are not required to fly three-engine ferries when they express a desire that they do not care to do so. However, there is no rule in the pilots' agreement to that effect. As a matter of practice pilots—and this includes copilots—are not compelled, against their wishes, to fly any plane regardless of whether it is a three-engine ferry.

We think the question of whether a four-engine plane with one engine inoperative can be flown with safety rests properly with the authority which must assume that responsibility by issuing a permit to do so before the Company can fly it. When such a permit has been granted the Company should not then be prevented from making the flight because a flight engineer is required and none can be assigned thereto. On the other hand, it would seem only reasonable that a crew member, whether he be the pilot, copilot, or flight engineer, should never be required to fly a plane which he feels is not airworthy. We find the rule to be an unreasonable restriction of the Company's right to use its flight engineers on its necessary and authorized operations.

TRAINING PAY

The parties' current agreement contains the following provision in regard to training. Article XIII (g):

> A flight engineer removed from scheduled operation for the purpose of receiving additional training shall, during such period, receive his normal rate of pay.

The Union proposed that Article XIII (g) be revised as follows:

> (1) All training sessions of up to two (2) consecutive days' duration will be scheduled as nearly as possible on off-duty days allowing the flight engineer at least ten (10) hours off duty from his last arrival at the station at which such training is being held. When training is held on days off, flight engineers will receive pay at the rate of ten dollars ($10.00) per day or portion thereof. When it is not possible to schedule a flight engineer for training on his regular day off, he shall be given flight pay and flight time credit for each trip missed while in such training. This will apply to flight engineers on schedule. For flight engineers on reserve 2.8 hours flight pay and flight time credit will be given for each day spent in such training.
>
> (2) For all training sessions of more than two (2) consecutive days' duration flight engineers shall be given 2.8 hours flight pay and flight time credit for each day spent in such training. Flight engineers attending training sessions of more than two (2) consecutive days will be allowed at least twenty-four hours off duty from his last previous arrival at the station at which such training is being held.

This proposal is an endeavor, under certain circumstances, to get additional compensation for flight engineers above that of their regu-

larly scheduled wages. The revised rule contains a provision which has the practical effect of requiring the Company to do so when the training period is of two days duration or less. It is based on the fact that the currently effective agreement of the Company with its pilots contains such a provision.

Training sessions for flight engineers on Northwest are not new and, in the past, have been covered by the flight engineers' regular monthly wages. The same is apparently true on the other airlines as nothing was adduced to the contrary. We see no good or sufficient reason why a change should be made.

Retroactivity

The last agreement between the parties fixing the salary schedules of flight engineers was the supplemental agreement, dated April 19, 1951, which provided it should remain in effect until changed by agreement of the parties pursuant to notice as provided in section 6 of the Railway Labor Act, as amended, but that neither party would give notice for reopening prior to October 1, 1951.

By notice to the Company, dated October 26, 1951, the Union proposed certain changes in the wage schedules of the agreement asking that they be effective as of October 1, 1951. In the meantime there have been negotiations by the parties, mediation conducted by the National Mediation Board and the proceedings before this Emergency Board. It is now a little over 10 months since the Union submitted its proposed changes.

In general, wage adjustments recommended by fact-finding boards may be presumed to be those which it finds the parties should have equitably agreed upon. It is not unusual for such fact-finding boards to make recommendations that are retroactive in effect. This practice has the virtue of assuring employees and their labor organizations that they will not be penalized by exercising moderation and patience through the periods necessary for collective bargaining and other processes that may be either agreed upon or required by law.

In consideration of these factors the Board is of the opinion that its recommended wage increase, if agreed to, should be made effective as of October 1, 1951.

Duration

In its submission of the proposed changes the Union requested that the changes become effective as of October 1, 1951, and continue in force and effect until written notice is served by either party in accordance with the provisions of section 6, Title 1 of the Railway Labor Act, as amended.

Very little was offered at the hearings on this subject. To make a settlement based on this Board's recommendations subject to being reopened at the will of either party would make the time and effort consumed in the negotiations, mediation and this Emergency Board's proceedings serve little purpose except to endeavor to settle a retroactive claim for pay. Such is clearly not the intended purpose thereof.

Not only do we think that our recommendations, if accepted, should be retroactive but also that they should be extended for a reasonable length of time into the future so there cannot be an immediate recurrence of the same problem. It will probably be the first of October before the parties can negotiate a settlement on the basis of the Board's recommendations. It is our thought that, if accepted, the wage changes recommended should remain in effect for at least a year, and that the parties' agreement should so provide.

Recommendations

In accordance with its findings the Board recommends the following:

Wage Schedule

That the parties adopt the following wage schedules for flight engineers:

Months of service	Domestic	International
First 6 months	$475.00	$525.00
Second 6 months	495.00	550.00
Third 6 months	515.00	575.00
Fourth 6 months	535.00	600.00
Fifth 6 months	555.00	625.00
Sixth 6 months	575.00	650.00
Seventh 6 months	595.00	675.00
Eighth 6 months	610.00	700.00
Ninth 6 months	625.00	715.00
Tenth 6 months and thereafter	650.00	725.00

Ground Pay

That the parties adopt the following revision of Article III (e) of their current agreement:

"Where a flight is interrupted or delayed en route and the flight engineer is required to participate in correcting malfunctioning or make repairs because of lack of qualified personnel at the point, he will be paid at the rate of five dollars ($5.00) per hour for each hour spent in such work on the ground in addition to his regular salary."

NIGHT PAY PREMIUM

That the proposed provision for night pay premium be withdrawn by the Union.

THREE-ENGINE FERRY FLIGHTS

That proposed Article XV (j) be withdrawn by the Union.

However, the Board recommends that the parties endeavor to reach an understanding whereby, when a flight engineer expresses a desire not to make a three-engine ferry flight because he feels the plane is not airworthy, his desires in that regard will be respected if it is at all possible to do so.

TRAINING PAY

That the proposed revision of Article XIII (g) of the parties currently effective agreement be withdrawn by the Union.

RETROACTIVITY

That the recommended wage increases be made effective as of October 1, 1951.

DURATION

That the parties agree, if the pay levels herein recommended are accepted and adopted, that they shall remain in full force and effect and not be subject to change prior to October 1, 1953.

Based upon the facts herein set forth the Board finds, and therefore certifies, that the changes in the wage rates herein recommended are consistent with the standards prescribed by the Regulations established pursuant to law for the purpose of controlling inflationary tendencies.

Respectfully.

ADOLPH E. WENKE, *Chairman.*
I. L. SHARFMAN, *Member.*
ROBERT O. BOYD, *Member.*

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