Report

TO

THE PRESIDENT

BY THE

EMERGENCY BOARD

APPOINTED BY EXECUTIVE ORDER 10757 DATED FEBRUARY 27, 1958, PURSUANT TO SECTION 10 OF THE RAILWAY LABOR ACT, AS AMENDED

To Investigate unadjusted disputes between Eastern Air Lines, Inc., Trans-World Airlines, Inc., United Air Lines, Inc., Northwest Airlines Inc., Northeast Airlines, Inc., Capital Airlines, Inc., and National Airlines, Inc., and certain of their employees represented by the International Association of Machinists, a labor organization.

(NMB CASES A-5599; A-5613, A-5615; A-5618, A-5621; A-5642, A-5643)

WASHINGTON, D. C.
September 15, 1958

(Emergency Board No. 122)

LETTER OF TRANSMITTAL

WASHINGTON, D. C., *September 15, 1958.*

THE PRESIDENT,
THE WHITE HOUSE, *Washington, D. C.*

MR. PRESIDENT: The Emergency Board created by you on February 27, 1958, by Executive Order 10757, pursuant to section 10 of the Railway Labor Act, as amended, to investigate unadjusted disputes between Eastern Air Lines, Inc., Trans-World Airlines, Inc., United Air Lines, Inc., Northwest Airlines, Inc., Northeast Airlines, Inc., Capital Airlines, Inc., and National Airlines, Inc., and certain of their employees represented by the International Association of Machinists, a labor organization, has the honor to submit herewith its report and recommendations based upon its investigation of the issues in dispute.

Respectfully submitted.

HOWARD A. JOHNSON, *Chairman.*
PAUL N. GUTHRIE, *Member.*
FRANCIS J. ROBERTSON, *Member.*

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1. HISTORY OF THIS PROCEEDING

This Emergency Board, designated by the National Mediation Board as Emergency Board 122, was created on February 27, 1958, pursuant to the terms of Section 10 of the Railway Labor Act, as amended (45 U. S. C. 160), by Executive Order of the President numbered 10757, to investigate unadjusted disputes between Eastern Air Lines, Inc., Trans-World Airlines, Inc., United Air Lines, Inc., Northwest Airlines, Inc., Northeast Airlines, Inc., Capital Airlines, Inc., and National Airlines, Inc., and certain of their employees represented by the International Association of Machinists, a labor organization.

In due course the President appointed the following as members of the Board: Howard A. Johnson, of Butte, Mont., Chairman; Paul N. Guthrie, of Chapel Hill, N. C., member; and Francis J. Robertson, of Washington, D. C., member. The Board met for organizational purposes at Chicago, Ill., on March 11, 1958, and by stipulation of the parties convened at Miami Beach, Fla., on April 15, 1958. Hearings were held for a total of sixty days between that date and July 29, 1958, at Miami Beach, Fla., and Washington, D. C. Prior to the opening of the hearings on April 15, 1958, the Board was notified by United Air Lines, Inc., and the International Association of Machinists that their dispute had been adjusted. The Board so reported to the President and proceeded to hear the unadjusted disputes between the International Association of Machinists and the other carriers hereinbefore mentioned.

The carriers were represented at these hearings by officials and counsel as follows: Eastern Air Lines, Inc., by W. Glen Harlan, Attorney; J. H. Brock, Vice President, and W. C. Gilbert, Director of Industrial and Personnel Relations; Trans-World Airlines, Inc., by Arthur M. Wisehart, Attorney, and John P. Mead, Director of Personnel and Industrial Relations; Northwest Airlines, Inc., by R. A. Ebert, Attorney, and Linus C. Glotzbach, Vice President; Capital Airlines, Inc., by Harold G. Biermann, Attorney, and Robert J. Wilson, Vice President; National Airlines, Inc., by Andrew Macdonald, Attorney, and J. M. Rosenthal, Vice President; and Northeast Airlines, Inc., by Hans F. Loeser and George Waldstein, Attorneys, and Robert H. Kerr, Vice President. The Association was represented by George W. Christensen, Attorney, Frank Heisler,

Airline Coordinator; and by general chairmen as follows: George Brown, General Chairman, District 100 (Eastern Air Lines); Cliff Miller, General Chairman, District 142 (Trans-World Airlines); Art Pedersen, General Chairman, District 143 (Northwest Airlines); Robert T. Quick, General Chairman, District 144 (Capital Airlines); John Sheridan, General Chairman, District 145 (National Airlines); and John A. Romano, Business Representative, Lodge 1726 (Northeast Airlines).

The record of the proceedings consists of 7,162 pages of testimony and approximately 970 exhibits containing some 5,000 pages. During the proceedings the President authorized several extensions of the time limit stated in the Executive Order, the last extension being until September 15, 1958.

At the conclusion of the hearings the Board met with the parties separately and jointly in Washington, D. C., in an effort to bring about a settlement of the dispute by mutual agreement. These efforts were not successful, but the discussions were of substantial benefit to the Board in its consideration of the issues.

II. BACKGROUND OF THIS DISPUTE

It is necessary to state in this regard only that the contracts between Districts 100, 142, 143, 144, and 145, and Lodge 1726 of the International Association of Machinists on the one hand, and the respective six Carriers here involved on the other, expired either on September 30, 1957, or October 1, 1957, but that the negotiations for new contracts reached impasses which resulted in the Executive Order creating this Board.

III. THE ISSUES

The contract negotiations involved seven issues substantially common to all carriers, and many union and carrier proposals, some of which were eliminated during the discussions. The issues presented to this Board consisted of some 95 union proposals and 35 company proposals, several of which were common to two or more carriers or involved similar issues. Two carriers, Eastern Air Lines and Northeast Airlines, presented no company proposals.

We shall first discuss the issues common to all six carriers, and shall then discuss the other issues, grouping them by individual carriers.

It seems advisable at the outset to state the Board's necessary recognition of the extremely competitive nature of the air transport industry, to a lessening degree, perhaps, with other forms of industry, but to an ever-intensifying degree between air carriers. The latter

is necessarily true because of the admission of additional airlines to various service areas and routes. The relevancy of those facts to the problems before the Board should be apparent. Absolute uniformity of working provisions in labor agreements is not to be expected, since uniformity of operations and working conditions does not exist. But it must be apparent that unnecessarily burdensome provisions or limitations upon a given carrier may seriously lessen its ability to compete, and therefore to survive. Its survival is of equal importance to labor, management, investors and the general public.

The Board therefore feels, at least where conditions are approximately similar, that working conditions affecting competitive positions of carriers should likewise approach similarity, in the interest of all concerned. Both parties have to some extent recognized that principle by presenting evidence concerning industry practices. In this report we shall have occasions to refer to that evidence and to its bearing upon the various issues presented.

IV. THE GENERAL ISSUES

WAGES, EFFECTIVE DATE AND DURATION

All of the Districts involved in this proceeding have made wage proposals to their respective Carriers. In each instance the request was for a cents per hour increase across the board.

All Districts except 100 requested a wage increase of 49 cents per hour of their respective Carriers, whereas District 100 requested an increase of 29 cents per hour of Eastern.

These proposed wage adjustments were discussed in negotiations and in mediation prior to the creation of this Board. When the mediation phase was completed on each of the Carriers the above-cited proposals for wage increases remained unaltered. In brief, the parties were unable to make any substantial progress in the resolution of the wage disputes.

The various Districts of the Association contend that the requested wage increases are fully justified as a step toward reaching a schedule of rates which will approximate the value of the services rendered. It is argued that most of the skills here involved have been historically underpaid in the air transport industry; that the responsibilities and skills of these employees justify wage increases far more substantial than requested in this proceeding.

It is contended further, that changes in the cost of living, the overall increases in productivity in the economy, wage trends in industry generally, and wage increases recently given in the air transport industry, taken together, justify a large part of the requested

increases. The remainder, it is argued, is fully justified for the correction of various types of inequities which have developed over the years.

It is the further position of the Districts involved that these requested increases should be fully retroactive to the expiration dates of the old contracts.

The Carriers involved in this proceeding take the position that these wage proposals are unrealistic and unjustified. It is argued that the generally used standards in wage determination could not possibly justify such increases. Further, it is argued that wages for these classes and crafts have increased more rapidly in past years than have wages for comparable skills in other industries. Also, the levels of wage rates in this industry are above the levels for comparable skills in other industries. Therefore, it is contended that the wage proposals made by the Districts cannot be justified.

Some of the Carriers have indicated that some nominal wage adjustments are in order, but that there is no justification whatsoever for increases of the magnitude sought by the Districts.

The Carriers further argue that the Board should give serious consideration to the financial conditions of the airlines. In support of this contention, it is pointed out that, generally speaking, traffic is down and operating costs are up with the result that certain carriers are suffering operating losses, while the others are earning far less than a reasonable return. In addition, these Carriers are deeply involved in the heavy financial commitments necessary in order to purchase new turboprop and turbojet equipment for their respective fleets.

In the instance of Northeast Airlines, the Board is asked to consider it as being in a separate category from the other Carriers. Northeast contends that it should be considered separately because of its very serious operating losses and because of the financial requirements necessary in the transformation of its route structure from one of largely local character to one of national character.

Over the years the wage schedules of the trunk air carriers, and in particular the six Carriers involved in this proceeding, have come to be closely parallel. Taking the mechanics as the key classification, it is found that at present the top rate is $2.51 per hour on five of the Carriers, and Capital's rate is $2.54. For other rates in the wage schedule there are some variations which it is unnecessary to detail fully here.

The classes and crafts represented by the International Association of Machinists are not identical on all the Carriers here involved. It is desirable at this point to indicate the classes and crafts represented

by the International Association of Machinists on the respective Carriers involved in this proceeding:

(1) Eastern Air Lines:
    1. Mechanics and Related.
    2. Stores.
    3. Ramp Service.
    4. Shop Laborers and Janitors.
    5. Print Shop.

(2) Trans-World Airlines:
    1. Mechanics and Related.
    2. Stores.
    3. Guards.
    4. Dining Service.
    5. Fire Inspector.

(3) Northwest Airlines:
    1. Mechanics and Related.
    2. Stores.
    3. Flight Kitchen.
    4. Plant Protection.
    5. Cafeteria.

(4) Capital Airlines:
    1. Mechanics and Related.

(5) National Airlines:
    1. Mechanics and Related.
    2. Stores.

(6) Northeast Airlines:
    1. Mechanics and Related.
    2. Radio Mechanics.

Thus it will be seen that there is considerable range in the representation of the Association on these respective Carriers.

Before going into a discussion of more detailed considerations, there are a number of general observations which it is appropriate to make. In this section we are considering proposals for general wage increases. General adjustments in wages should be considered in relation to other money items which are in dispute. All money items, whether a part of general wage or concealed in fringe benefits, are related to labor cost. Thus, the total package of money items should be considered as a unit in fashioning our recommendations.

In reaching a determination on the matter of appropriate wage adjustments we must utilize the generally accepted criteria as guides. At the same time we recognize that such a determination is not an exact science. In the final analysis it represents a balancing of the respective equities involved. The overall competitive positions of

these Carriers must be considered, along with their obligations imposed by law. Patterns of changes arrived at by the processes of collective bargaining on these and other carriers are of special importance in developing the proper recommendations to be made here.

It must be borne in mind that these airlines employ a large number of workers in crafts and classes other than those represented by the Union here involved. Therefore, we must be mindful of the historic wage relationships which have existed among these various crafts and classes. Insofar as possible, we should avoid upsetting the historic relationships which have been developed over the years through the processes of collective bargaining. Just as it is important to maintain these intracompany relationships, it is also important to consider intercarrier relationships. This last consideration is somewhat moderated in the instant proceeding by virtue of the fact that we have here involved approximately 50 percent of the domestic air transport industry. Thus it is, in this respect, somewhat different from the situation we would have if only a single Carrier were involved.

Our primary task here is to develop recommendations which will be helpful to the parties in reaching a fair and equitable resolution of the wage issues in dispute. We regret and deplore the fact that there was not more effective bargaining on wages prior to the creation of this Board. We make no effort to assess fault. We only hope that sincere bargaining efforts will shortly bring the respective parties to full agreement on these matters now in controversy.

In developing our recommendations on wages we have been guided by a series of generally used criteria—criteria customarily utilized in collective bargaining and by boards of this type in wage setting. One of the most important of these is the change in the cost of living since the last contracts were negotiated. In applying this criterion we have used the BLS Consumers Price Index, which in our opinion is the best available measure of the changes in the cost of living.

We have also given consideration to the overall growth of the economy since the last contracts were negotiated. We are convinced that all segments of the population have a right to share in some measure in the overall growth, either by increased wages, decreased prices, or both. We are not unmindful of the fact that students of the growth of the economy are not in complete agreement as to the exact rate of general growth. Those estimates placing the rate of growth at approximately 2 percent per annum, compounded, are most generally accepted as authoritative.

We have also given consideration to wage trends in industry generally since the effective date of these contracts in 1956. As sug-

gested above, we think it right and proper to consider the historic relationships between wage schedules in the air transport industry and those in industry generally.

Another important criterion which we have used as a guide is the adjustment in wages which has taken place in the air transport industry, since the effective dates of the last contracts here involved. More specifically, special attention has been given to wage changes involving the same classes and crafts as those in these proceedings.

Some of the carriers in these proceedings have urged the Board to give very serious consideration to ability to pay as a criterion. It has been urged upon us that the present financial condition of the carriers does not permit large wage increases. Certainly the financial ability of the industry to pay increased wages is a legitimate consideration by the Board. At a later point in our report some further comments regarding the use of this criterion in wage setting will be made.

After a careful review of the data before us the Board has concluded that certain wage adjustments should be made. However, in view of all available evidence we cannot recommend adjustments of the magnitude sought by the several Districts of the Association.

One of the problems associated with an upward adjustment in wages is that of the manner in which such adjustments should be made. As indicated above, the various Districts of the Association have asked that wage increases be in cents per hour across the board. Successive increases given in this form have the result of modifying the proportional relationships between skills and classes of work. During the past decade this has occurred with respect to the classes and crafts here involved. This raises the question as to whether the increases to be made on these Carriers for these classes and crafts should be made in cents per hour across the board or whether they should be made in percentages across the board. If they are made in percentages, the effect would be to preserve proportional relationships between skills and classes of work. Therefore, the Board is of the opinion that it would be to the advantage of all parties to make the forthcoming wage adjustment in percentage form.

There are two companion issues which must be considered in conjunction with our recommendations on wages, namely, effective dates and length of contracts.

The Districts have asked that the Board recommend that the contracts consummated as a result of negotiations following this proceeding be subject to reopening upon 30 days' notice pursuant to the terms of the Railway Labor Act, as amended. The Carriers, on the other hand, have requested that the Board recommend the

adoption of term contracts to run from 1 to 3 years from the dates of signing.

The employees argue that the uncertainties of the industry require a maximum of flexibility for the parties, therefore, such contracts should be subject to reopening by either party upon 30 days' notice.

The Carriers argue that these same uncertainties in the industry, mainly those associated with the introduction of turboprop and turbojet equipment, make desirable and even necessary a period of stability in labor relations in order that this technological transformation can be made as painlessly as possible.

The Board realizes that both of these arguments have merit. It is understandable that the Association may hesitate to sign a long-term contract when there are so many unknowns in the picture. Likewise, it is understandable that the Carriers would like a period of stability in their labor relations while they make these far-reaching changes.

The Board is of the view that there should be a period of stability. On the other hand, it cannot recommend that contracts be signed to run for 3 years from the date of signing in the face of the uncertainties involved. Therefore, something in the nature of a compromise will be recommended.

We shall, in view of all these considerations, recommend that the new contracts run to October 1, 1959, reopenable thereafter pursuant to the Railway Labor Act, as amended. By that date a number of the Carriers involved in this proceeding will have part of their turboprop and turbojet equipment in service. The parties will then be in a better position to assess the nature of the problems associated with these rather extensive changes in equipment. We believe that contracts of this length will provide a degree of stability, while permitting reopening at a time when there is much greater knowledge of the problems involved.

We shall, therefore, consider wage changes for a period of 2 years—October 1, 1957, to October 1, 1959.

The second companion issue goes to the matter of the effective dates for wage increases. The Union contends that all increases should be made effective as of the date of the expiration of the old contracts—October 1, 1957. In general, the Carriers argue that any adjustments which are made should be effective the date the contracts are signed.

Between October 1956 and October 1957, the Consumers' Price Index increased about 2.9 percent. In other words, during this period of 1 year the real wage position of these employees declined 2.9 percent. If we assume that the whole economy grew at about the normal rate during this year, these employees not only did not share

in this growth but lost ground to the extent of the 2.9 percent real wage decline. This would mean that as of October 1, 1957, it would take about a 5 percent adjustment in wage schedules to do equity to these employees. If similar reasoning and calculations are made from October 1, 1957, to April 1, 1958, the employees would be entitled to approximately an additional 2 percent.

If we apply these percentages to the mechanics' rate of $2.51 per hour (the going rate on all these Carriers except Capital) which was the old contract rate, we have an increase of 12.5 cents an hour effective October 1, 1957, and an increase of 5.3 cents (rounded), effective April 1, 1958. Since we are recommending that the increases be in percentages, the actual cents per hour increases will vary from job to job. The mechanics rate is used here for purposes of illustration only. The application of these increases to the $2.51 mechanics rate on October 1, 1957, and the new rate of $2.635 rate on April 1, 1958, would bring the mechanics rate to $2.688, which might be rounded to $2.69 per hour.

Interestingly enough, these proposed adjustments in wage schedules parallel rather closely settlements which have been reached this year through collective bargaining on Braniff, Western, and United. There are individual variations, but the overall patterns are fairly similar.

In the discussion above, it was stated that we would recommend that the new contracts run until October 1959. If they are to have this duration it is appropriate that further wage adjustments be made as of October 1, 1958. We believe that the equities of all concerned will be satisfied by a further increase of 2 percent effective as of October 1, 1958. This adjustment would bring the mechanics rate to about $2.744 per hour.

We have noted above that, generally speaking, the rates on Capital Airlines for some classes of work involved in this proceeding are 3 cents per hour above those on the other five Carriers before the Board. This additional 3 cents was added at the time of the last negotiation prior to the present one. It was not shown that there was anything peculiar to that Agreement which would warrant the departure of the Capital rates from the standard rates then established in the industry.

It is our view that, given the nature of this industry, substantial uniformity of rates for comparable classes of work is highly desirable. This makes for stability which would otherwise be difficult to achieve. In many locations, several of the Carriers have employees working in close proximity. They know each other and are acquainted with the working conditions which affect each other. Under these circumstances substantial uniformity of rates for the same classes

of work can make for a desired stability in the labor relations of the industry.

In view of these considerations we are of the opinion that unless offset by other factors, the 3 cents per hour lead which these classes of employees have on Capital Airlines should be credited against the wage adjustments we are recommending herein, so as to bring Capital's rates in line with the industry pattern.

Northeast Airlines has requested the Board to regard its situation as sufficiently different from that of the other Carriers to justify its being placed in a different category with respect to wage adjustments. To some extent Capital Airlines and Trans-World Airlines requested that consideration be given by the Board to the question of their ability to pay additional wages at this time.

It has been emphasized above that substantial uniformity in wage schedules among the trunk air carriers is desirable. Whether departure from this approach upon a particular airline at a particular time is justified, is for the parties on that line to determine. In particular, it may be that because of the financial problems on Northeast, the employees will find it desirable to settle their wage claims for something less than the industry scale. However, we believe this is a decision the employees and their representatives should make for themselves.

Recommendation:

The Board recommends the following adjustments in basic wage rates in accordance with the above discussion:

1. An increase of 5 percent effective as of October 1, 1957.
2. An increase of 2 percent effective as of April 1, 1958.
3. A further increase of 2 percent effective October 1, 1958.

The Board further recommends that the contracts run to October 1, 1959, subject to reopening after that date, pursuant to the provisions of the Railway Labor Act, as amended.

* * *

SEVERANCE PAY

The six IAM Districts have served and formulated proposals for the payment of severance pay in accordance with a schedule which would require the payment of 2 weeks of severance pay after 1 year of service gradually increasing to 12 weeks after 10 years or more of service to any employee who leaves the service of the Company.

The Union contends that conversion to jet operation would result, very possibly, in a reduction in the number of personnel required to maintain aircraft. If, in the future, as indicated by statements of

airline officials, jet engines are sent back to manufacturers for complete overhaul there will be a reduction in the number of employees presently engaged in mechanical work, just as was experienced on the railroads with the introduction of diesel engines when main units were sent back to the manufacturer for complete overhaul. The Union further argues in support of this proposal that there is an increasing trend toward the establishment of dismissal pay provisions in Collective Bargaining Agreements, particularly where reductions in employment occur because of technological advances.

The Carrier resists this proposal on these grounds: (1) The current Collective Bargaining Agreements with the IAM generally provide for 2 weeks' notice or pay in lieu thereof when nonprobationary employees are laid off because of no fault of their own and that provides the employee with a reasonable "cushion" in event of layoff; (2) the companies are required to pay premiums for unemployment compensation benefits; (3) severance pay provisions are unique among major airlines whose employees are represented by the IAM; (4) the airline industry is a growth industry and accordingly the tendency is toward increased rather than decreased employment; (5) stringent labor protective provisions imposed by the Civil Aeronautics Board on mergers render the protection of severance pay provisions unnecessary; and (6) severance pay provisions in industry generally and particularly in the aircraft manufacturing industry and transportation field are found in very few collective bargaining agreements.

It is shown that the incidence of severance pay provisions, particularly those based upon technological advances, has been on the increase since 1949. While it cannot be said that severence pay provisions are common in airline mechanics' collective bargaining agreements they are found in some of the smaller feeder line agreements and in one of the major domestic trunkline agreements as well as in agreements affecting mechanics and related personnel on a major U. S. A. based overseas carrier. In addition some of the foreign carriers operating into the U. S. have such provisions in their Mechanics Agreements. Some other crafts in the airline transportation industry and airline servicing industry also have negotiated such provisions.

As indicated above, the Carrier's resistance to this proposal is based in part upon the argument that there is constant growth in airline transportation and the number of airline employees, including mechanics, has constantly been on the increase. If that growth continues, or even if the number of mechanics remains constant, the Carriers have nothing to fear from a reasonable severance pay plan

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conditioning payment upon reductions in the mechanic and related personnel work force due to technological advances.

The employees' main concern is that the introduction of jet engine aircraft will result in the diminution of the need for mechanical services. It is certain that the jet engine is simpler than the piston type. It is shown that expert projections indicate that there will be longer periods elapsing between overhauls of the jet engine as compared to the piston type. What effect these factors would have upon the size of the mechanical work force is unpredictable. If the growth in airline transportation continues as it has in the past, it is conceivable that the number of planes in service would be increased, thus requiring an undiminished or increased number of mechanics to service them even though the services of fewer mechanics would be required per aircraft. On the other hand, the increased carrying capacity of the jet-powered craft would also have an effect upon the number of aircraft required. All factors considered, it cannot be said that there is no basis for the employees' concern that technological advances may result in the displacement of part of the mechanical force.

Generally speaking, the usual notice of termination and unemployment insurance can hardly be considered as sufficient to compensate an employee for loss of employment due to technological advances. Those payments are generally designed to tide the employee over a temporary situation when he encounters the normal hazard of layoffs resulting from changes in production schedules or decreasing demand. Loss of employment because of technological advances results in the loss of valuable seniority rights and requires the starting of new careers. There is just ground for the establishment of a reasonable plan of severance pay based upon years of service to compensate the employee for the loss of his job rights and as an aid to readjusting. Such a plan should not be as broad and all inclusive as that proposed by the employees. It should be conditioned upon loss of employment due to technological advances. A plan calling for payments of two (2) weeks pay after two (2) years of employment and running up to a maximum of eight (8) weeks after eight (8) years of employment would appear to be in accord with such plans as they now exist on the airlines previously mentioned. Such a plan would afford a reasonable cushion to the laid-off employee and would not impose an unreasonable burden upon the Carrier.

Recommendation:

That the Carriers and the employees negotiate a provision for severance pay where loss of employment results from technological advances. The said plan should provide for payments of two (2) weeks'

pay after two (2) years of employment up to a maximum of 8 weeks' pay after 8 years of service. Other appropriate conditions such as effect of quits and discharges and offers of other employment with the Carriers should be worked out in negotiation.

* * *

HEALTH AND WELFARE

The six IAM Districts have served varying proposals upon the Carriers requesting that present sick and accident, hospitalization, disability, medical care and insurance programs, commonly referred to as health and welfare programs, be paid for entirely by the Carriers.

The Union contends, in support of this proposal, that there has been an ever increasing trend toward employer supported plans of group accident, health, and life insurance. Further, the Union contends that, although the benefits may vary, the principle of Company paid plans has been established and recognized in that about two-thirds of all workers covered by health and welfare plans under collective bargaining are under plans financed by the employer.

Generally speaking, the Carriers contend in opposition to this proposal that they and the Union have agreed upon an equitable and reasonable wage for work performed and there is no more reason for assuming these costs for the employees than any other of their living costs. It is further argued that hospitalization and surgical insurance is available to employees under group insurance plans at some cost to the Companies and that the Carriers have sick-leave provisions in their agreements, which are more liberal than those in effect in companies which fully support health and welfare programs. It is shown that there has been an ever-increasing trend toward fully Company paid health and welfare plans. The benefits paid under such plans vary considerably with respect to individuals covered and the nature of coverage. Practically all of such plans provide for some form of hospitalization and surgical coverage. In varying percentages (from 51 to 90 percent) the plans provide some form of accidental death and dismemberment, medical, weekly accident and sickness, and life insurance coverages.

As prevailing as employer supported plans are in other industries, however, there is little shown to indicate their prevalence in the air transport industry. Only a small segment of Eastern Air Lines' employees who were formerly employed by Colonial Airlines, at no cost to themselves, are provided with hospitalization and surgical insurance under a letter of understanding from the Company to the Union assuring the latter that employees covered by a plain initiated

on Colonial Airlines prior to its merger with Eastern would continue to be covered at the Company's expense. (There is no provision in Eastern's agreement with the IAM affecting the group insurance plan.) There are two (2) other companies of small size and one (1) foreign carrier who contribute 100 percent to some type of hospitalization and surgical insurance plan. The numbers of employees involved are, however, insignificant as compared to those involved in this dispute. One of the larger domestic trunk Carriers pays 25 percent toward the cost of hospitalization insurance for its employees covered by the IAM Contracts.

It appears as a general proposition that the sick leave provided under the IAM Agreements on these Carriers, although not completely uniform, are all superior employeewise to the sick-leave provisions of contracts of the great majority of companies contributing in whole or in part to hospital and surgical insurance and related health and welfare benefits. While we are fully cognizant of the fact that there is a distinction between sick leave as such and the payment of hospitalization and surgical benefits, there is no doubt that the one serves to offset the other and, of course, both are cost items to the Company. For example: Northwest Airlines shows that the annual payments under its sick-leave provision to the mechanics and related employees averages approximately 6½ days per year or about $123.76 in wages for work not performed. The cost of the fully employer paid health and welfare program on the railroads is $131.27 per year. Under the sick and injury leave provisions in the IAM contracts with the Carriers herein involved, there is a higher potential liability on an annual basis for wage payments for work not performed because of sickness or injury than this figure. Generally, in the collective-bargaining process fringe benefits as recognizable cost items reflect somewhere in the amount of wage increase eventually agreed upon. We cannot say what the effect upon wage adjustments might have been if existing fully employer-supported plans had not been negotiated. Yet, this is a factor to be considered in determining the comparability of the overall situation of the airline employees covered by the Agreements herein involved and their brother employees in other fields of employment who may be covered by fully or partially paid health and welfare plans. In other words, while the other employees were securing those fringe benefits the airline machinists and related personnel might well have been receiving more money wagewise than if the organization had negotiated for and secured those benefits.

In view of the above factors and considering that our recommendations with respect to wage increases and severance pay, if adopted,

would place the employees involved in this proceeding on at least an equivalent basis with their fellow employees in the mechanics and related classes in the industry we are disposed to recommend that this proposal be withdrawn.

Recommendation:

That the proposals asking that the Carriers pay the full cost of present hospitalization, surgical, life, sick, and accident insurance and related health and welfare benefits be withdrawn.

* * *

PICKET LINES, STRUCK WORK, AND RELATED ISSUES

With regard to all the Carriers involved in this proceeding, the Association proposes amendments of the "no-strike" clauses to provide that employees shall not be required to cross picket lines or to handle struck work.

In addition, with reference to Eastern, Northwest, and Capital, the proposals would relieve the Union of the no-strike ban in case of a Carrier's refusal to comply with a system board award; with reference to Eastern, District 100 proposes, as an alternative to all three other proposals, that the "no-strike" clause be abolished completely.

Each of the 11 agreements of the Association with the Carriers (with the sole exception of Northwest's cafeteria workers' agreement, which affects only 9 employees and relates only to wages and shifts), provides that until the exhaustion of the grievance procedures established under the Railway Labor Act, there shall be no lockout by the Company and no strikes or work stoppages by the Association. The wording varies, but the intent of all 10 agreements is to prevent work stoppages, pursuant to the Railway Labor Act (45 U. S. C., Sec. 151a).

All 10 agreements likewise establish system boards of adjustment in accordance with the Act (45 U. S. C., Sec. 185), and provide that their decisions shall be final and binding.

We shall first discuss the picket line and struck work proposals, which relate to all 6 Carriers.

For Northwest, National, Capital and Trans-World, the proposals are identical and are stated in separate paragraphs as follows:

The Company will not require the employees to cross any picket line established on or in front of the premises. The individual or concerted refusal to pass such picket line shall not constitute grounds for discipline, discharge, or layoff, or be considered a violation of this Agreement.

The Company will not require the employees to use, process, transport or work on struck goods. The individual or concerted refusal to work on struck

goods shall not constitute grounds for discipline, discharge, or layoff. A concerted refusal to work on struck goods shall not constitute a stoppage or strike within the meaning of this Agreement.

With respect to Northeast the proposals are combined but are not definitely worded. In the case of Eastern the proposals are combined and definitely stated as follows:

This language shall not mean an employee or group of employees is or are in violation of this clause who refuse to handle struck work or cross a bonafide picket line established because of a direct labor dispute with Eastern Air Lines, Inc.

Thus the Eastern proposal relates only to picket lines established because of direct labor disputes with Eastern itself, whereas on the other five airlines the reference is to picket lines without such limitation. The testimony at the hearing referred largely to picket lines in strikes against the Carrier, but no amendment was made to limit the more general wording of the four common proposals.

Similarly, with regard to struck work the proposal on Northeast is not definitely worded, while on Eastern the proposal is that employees shall not be required to "handle" struck work, and in the uniform proposals on Northwest, National, Capital and Trans-World the inhibition is of the requirement that they "use, process, transport or work on" struck goods.

The testimony of the Union's chief witness on this point was directed mainly toward the contention that upon a strike against this or another employer, the members of this Union should not be required to perform, handle or transport work or materials theretofore performed, handled or transported by the striking employees. But he stated that it might involve air freight, and testified to an instance in which, during a strike on Flying Tiger, United had its employees continue aircraft maintenance work which the latter had been doing for Flying Tiger before the strike, and which was therefore not struck work. On this point also there was no amendment of the general words of the uniform proposals.

The Union position, with regard to these general proposals, is that in the interest of the solidarity of labor the Association and its employees should be entitled to observe picket lines and to refuse to use, process, transport or work on struck goods, despite the existence of a working contract with a ban on strikes and lockouts, and the absence of any controversy with their employer.

The Carrier's position is that the proposed clauses would be in direct conflict with their obligations as common carriers, and therefore void and unenforceable.

Under the common law it was the duty of common carriers to serve the general public without undue discrimination, and to use their best efforts to perform such service. Only under adverse conditions beyond their control were they freed from those duties. The Federal statutes have reiterated their duties as to land carriers (49 U. S. C., Sec. 316) and also as to air carriers (49 U. S. C., Sec. 484).

The Civil Aeronautics Act (49 U. S. C., Sec. 484) provides as follows:

(a) It shall be the duty of every air carrier to provide and furnish interstate and overseas air transportation, as authorized by its certificate, upon reasonable request therefor and to provide reasonable through service in such air transportation in connection with other air carriers; to provide safe and adequate service, equipment, and facilities in connection with such transportation; * * *.

(b) No air carrier or foreign air carrier shall make, give, or cause any undue or unreasonable preference or advantage to any particular person, port, locality or description of traffic in air transportation in any respect whatsoever or subject any particular person, port, locality or description of traffic in air transportation to any unjust discrimination or any undue or unreasonable prejudice or disadvantage in any respect whatsoever.

Section 622 (b) makes a violation of the provision a misdemeanor punishable by fine.

An agreement to do what a statute forbids is in general illegal and void (17 C. J. S. 555, Sec. 201).

Neither the Civil Aeronautics Board nor the courts of last resort seem to have ruled upon the validity of agreements of the kind proposed here, so far as common carriers by air are concerned. But under a similar Act the Interstate Commerce Commission has held that a motor carrier's refusal to accept interchange traffic from other carriers against which a strike had been called was a violation of the common carrier's duty to the public. *Planters Nut & Chocolate Co.* v. *American Transfer Co.*, 31 M. C. C. 719; *Galveston Truck Line Corp.* v. *Ada Motor Lines, Inc.*, 73 M. C. C. 617.

In Local 1976, *U. B. C. & J.* v. *N. R. L. B.*,——U. S.——, 2 L. Ed 2d 1186, 78 S. Ct. ——, the United States Supreme Court said:

* * * The Interstate Commerce Commission has, in fact, ruled, in *Galveston Truck Line Corp.* v. *Ada Motor Lines, Inc.*, 73 M. C. C. 617 (Dec. 16, 1957), that the carriers there involved were not relieved from their obligations under the Interstate Commerce Act by a hot-cargo clause.

The Court said at the outset:

These cases involve so-called "hot cargo" provisions in collective bargaining agreements. More particularly, they raise the question whether such a provision is a defense to a charge against a union of an unfair labor practice under Sec. 8 (b) (4) (A) of the Labor Management Relations Act of 1947, 61 Stat. 136, 141, 29 U. S. C., Sec. 158 (b) (4) (A).

The Court did not find it necessary to decide whether the hot-cargo clause was unlawful; for it held that in any event the National Labor Relations Board had not erred in deciding that the clause did not entitle the Union to induce or encourage its members' refusal to handle struck goods, and therefore was not a defense.

Not having been disapproved by higher authority the Interstate Commerce Commission's ruling stands. But even if the hot-cargo clause is valid it cannot avail the Association under the National Labor Relations Board's rulings and their affirmance by the United States Supreme Court.

Under the reasoning of those rulings the Carrier's consent to the picket line proposal could be of no more validity and no more assistance to the Association than the hot-cargo clause.

Apparently, no major air carrier has either provision. The only airlines cited as having the struck goods provision in labor contracts are Ozark Airlines and Trans-Pacific Airlines, and the only ones having the picket line provision are the same two, together with Meteor Air Transport (no longer in business), Trans-Texas Airways and Allegheny Airlines.

Since these proposals do not accord with the practice in the industry and under the authorities would be invalid and unenforceable, we conclude that they should be withdrawn.

We come to the same conclusion with regard to the proposals on Eastern, Northwest, and Capital that the Union be relieved of the no-strike ban upon a Carrier's refusal to comply with a system board award, and the alternative proposal on Eastern that the no-strike clause be entirely eliminated.

The purposes of the Railway Labor Act are to avoid "any interruption to commerce or to the operation of any carrier engaged therein," "to provide for the prompt and orderly settlement of all disputes concerning rates of pay, rules, or working conditions" and "for the prompt and orderly settlement of all disputes growing out of grievances or out of the interpretations or application of agreements covering rates of pay, rules, or working conditions." (45 U. S. C., Sec. 151a.)

It was in compliance with that purpose and with the duty of common carriers by air to maintain uninterrupted service, that the no-strike and system board clauses were adopted. It would be inconsistent with those clauses and the purpose of the statutes, to provide that the failure of any step of the grievance procedure should release either party from its no-strike, no-lockout clause. Further steps are possible, both by direct negotiations and by court process, and the intent of the Act requires that they be followed, rather than measures which will lead to interruptions of commerce.

Furthermore, the record does not indicate that there have been many failures to comply with awards of system boards. If so, the proper remedy would be by negotiation, court process, or if necessary, by further legislation rather than by strikes. Apparently, there have been some instances in which further negotiations eliminated disagreements and lead to amicable settlements. We conclude therefore that these proposals should be withdrawn.

Recommendation:

That all proposals for modification of no-strike clauses be withdrawn.

Having discussed the general issues, we shall now proceed to those applicable to the individual Carriers, taking them in the following order: Eastern, Trans World, Northwest, Capital, National and Northeast.

SPECIAL ISSUES

EASTERN AIR LINES AND DISTRICT 100

District 100 (Eastern) Proposal.

The Union has proposed the removal of the clause from Article 4 (J) describing the work of Ramp Service Employees which clause reads as follows:

> Employees in this classification may be used to clean airplanes and perform other non-mechanical duties in connection with the preparation of aircraft for flight. However, at no time will this become a permanent full time assignment.

The employees contend that the present provision of the contract permitting ramp service employees to perform cleaning duties, is being abused by the Carrier in that the Company is laying off the employee in the proper classification and attempting to use persons in the higher classification to do this work.

The Carrier contends (1) that for reasons of economy and efficiency it is quite often necessary to utilize ramp service employees for cleaning and other nonmechanical duties when their services are not needed to perform their normal duties; (2) that ramp servicemen are paid a higher rate than cleaners and they suffer no inequity when so used; (3) that historically, cleaning and nonmechanical functions have been a part of the ramp service job description and no plausible reason is shown for altering this historic provision; (4) that to force the Company to employ additional personnel for the purpose of performing part-time cleaning and other nonmechanical functions would cause fluctuation in employment with schedule changes; (5) that the

Union has in the past agreed that employees in higher classifications can be used in performing lower classified work when work in their own classification is not available.

It is established that it has been an historical practice on Eastern to employ ramp servicemen to perform cleaning work and that in a number of grievance cases the employees have accepted decisions of management so holding. It is not unusual for collective bargaining agreements to provide for higher-rated employees to perform work of lower-rated classifications provided they receive the higher rate. Efficiency of operation frequently dictates that employees of higher classifications perform lower-rated work when there is no need for the establishment of jobs in both classifications. No loss is suffered by the employee involved for he receives the higher rate.

On the other hand, to accept the Union proposal would obviously require the creation of additional jobs with the result that employees in the ramp service classification and employees in the cleaner classification would be idle for considerable time during their normal working hours. There is no showing of any changed conditions since the current rule was first established at Eastern to indicate that it imposes any greater hardship on the employees affected. The present condition attaching to the use of ramp servicemen performing cleaning work is a sufficient protection against the indiscriminate abolishment of cleaners' jobs. The above factors indicate that there is no basis for a favorable recommendation with respect to this proposal.

Recommendation:

That the proposal of the Union be withdrawn.

* * *

District 100 (Eastern) proposal for changes in Article 4 providing for additional classifications, namely:

(1) Sandblaster.
(2) Fueler.
(3) Engine overhaul cleaner.
(4) Ground communication technician.
(5) Flight simulator technician.

In this proposal District 100 is requesting that the above-named classifications of work be established as regular employee classifications. The present contract does not provide for them. These proposals will be considered in order below:

(1) Sandblaster

The Union contends that the special nature of this work justifies the creation of a regular classification of sandblaster. It is pointed

out that this work already pays a premium of 8 cents per hour over the cleaner's rate.

The Carrier contends that sandblasting work is nothing more than cleaning work and should be so regarded in the contract. It is stated that it would be totally unrealistic to create a separate classification for some 10 employees who perform this type of cleaning. It is pointed out further that the airline industry has not recognized this work to be such as would justify its being designated as a separate classification.

The evidence before the Board does not support the request for a separate classification of sandblaster. Such work is obviously a form of cleaning. The present contract so regards it, although it is provided that such work will pay an additional 8 cents per hour, apparently because of the equipment used in the cleaning process. If such a classification were created, it would have only about 10 employees so classified. To separate each variation in cleaning duties would result in a multitude of small classifications without any real justification.

Sandblasting as a type of cleaning has not generally been recognized in the airline industry as being the sort of work which should be separately classified. We are not given any reasons here which would justify such classification.

Moreover, there is reason to believe that the creation of such a classification would make for jurisdictional difficulties and thus create more problems than it would solve.

The Board will, therefore, recommend that the request for a separate classification for Sandblaster be withdrawn.

(2) Fueler

The Union takes the position that the work of fueling aircraft is sufficiently distinct in character to justify the creation of a Fueler classification to be paid 10 cent per hour above the ramp service rate.

The Carrier opposes the creation of a Fueler classification. It is pointed out that this work has historically been regarded as appropriate to the Ramp Service classification. Furthermore, the skill required for fueling the aircraft is no greater than that required for many other ramp service functions.

Here again we have a proposal to establish a separate classification for certain work which is now, and has been historically, a part of a more general classification. Fueling duties have been a part of the ramp service responsibilities. The record does not support a finding that fueling work requires higher skill than many other ramp service duties, nor that the work is different to the degree which would justify the creation of a separate classification. It would not be to the ad-

vantage of either the Carrier or the employees to start breaking the Ramp Service classification into small units with potential work jurisdictional difficulties a possible outcome. The creation of such a separate classification would be justified only for clear and sufficient reasons. We do not have such here. Therefore, the Board will recommend that this part of the proposal be withdrawn.

(3) Engine Overhaul Cleaner

The Union contends that this work is sufficiently distinct from the general run of cleaner duties that it should be set up as a separate classification. It is argued that the skill required is substantially above that involved in most cleaning duties and that the use of certain types of equipment and cleaning techniques justify such a conclusion.

The Carrier asserts that there is no justification for this request; that in many respects the job is easier than other cleaner tasks. The Carrier contends that this type cleaning does not involve any more skill than cleaner duties generally. It is argued that such a separate classification for engine overhaul cleaning work would only result in work jurisdictional problems without any benefits for the Carrier or the employees.

Essentially the same arguments are made with respect to this proposal as are made in support of the others. The record before the Board does not support the proposal that a separate classification be created for the engine overhaul cleaner. It is not shown that there is a sufficient difference in skill required for this work which would justify setting it up separately. Neither are there such inherent differences from other cleaning work that such action would be justified. In addition, there is the danger that work jurisdictional problems would arise if such a classification were created. For these reasons the Board will recommend that this part of the proposal be withdrawn.

(4) Ground Communications Technician

The Union takes the position that a classification of Ground Communications Technician should be created so as to adequately describe the job of the mechanic who works on ground communications equipment. It is argued that for all practical purposes these employees are now regarded as ground communications technicians. Therefore, they should have the benefit of being so classified.

The Carrier contends that the employees who perform this work should continue to be classified as mechanics, and not be split off as a separate classification. While the skills may be somewhat

different from that of the mechanics generally, there is no higher level of skill involved. The Carrier argues that the breaking up of the mechanics' classification into a multitude of smaller units would be of no value to the employees or the Carrier.

The Board, on the basis of the evidence before it, does not recommend this part of the proposal. Again, no reasons of sufficient merit are advanced to justify making a recommendation that ground communications work as here involved be separated from mechanics' work. While there are some variations in the industry with respect to this matter, the more commonly found situation is that the ground communications radio mechanic is included in the mechanics classification, and not treated separately. We find no compelling reason to recommend such a separation here.

(5) Flight Simulator Technician

The Union takes the position that a separate classification should be created for the flight simulator mechanic. It is pointed out that the flight simulator is a new and complicated piece of equipment which is sufficiently different from most types of equipment to justify a classification of employees to maintain it.

The Carrier argues that the skills required and the responsibilities assumed justify having the mechanics on this equipment bracketed with the regular mechanics. It is contended that to provide this classification as requested would start the process of breaking up the mechanics group into small units without any advantages for either the Carrier or the employees.

The Board is convinced that a somewhat different situation is involved here than is found in the other "separate classifications" proposals discussed above. Here we have involved a piece of equipment which is very different from the run of the mill equipment with which mechanics normally work. It is comparatively new, and offers great promise in usefulness. We note that on Trans-World Airlines where there is a flight simulator a separate classification has been established for the mechanics who serve the machine. We believe that the proposal would be desirable. It appears that there is sufficient distinctiveness in the work to justify such action. We shall, therefore, recommend that the proposal be adopted.

In requesting the above listed new classifications District 100 requested that certain differentials in pay be provided.

Nothing has been shown to justify the increased pay differential for sandblaster nor the establishment of differentials for fueler and engine overhaul cleaner, as requested by District 100 coincident with the establishment of such classifications.

District 100 made no request for a special rate for Ground Communications Technician or for Flight Simulator Technician.

Recommendation:

That the proposal for separate classifications for Sandblaster, Fueler, Engine Overhaul Cleaner, and Groud Communications Technician be withdrawn; that the proposal for a separate classification for Flight Simulator Technician be adopted.

In view of these recommendations there is no basis for the Board recommending any of the proposed rates for the proposed classifications.

* * *

District 100 (*Eastern*) proposes that the line maintenance differential of 3 cents per hour now paid to mechanics, lead mechanics and inspectors employed on line maintenance be increased to 10 cents per hour.

This differential was first established at the last prior contract negotiation. Aside from 1 airline, Northeast, which gives a line maintenance differential after 3 years' service, beginning at 1 cent for the fourth year and increasing by 1 cent per year thereafter to a total of 10 cents, only 1 other airline in the Nation, American, is shown to have a line maintenance differential, and that is 3 cents per hour, the same as Eastern's. No reason is shown why the differential should now be increased.

Recommendation:

That the proposal be withdrawn.

* * *

District 100 (*Eastern*) proposes to amend the first clause of Article 6, Section C, to read as follows:

"Paydays will occur weekly," etc.

The proposal would make paydays weekly, rather than biweekly as at present.

The present practice of the Carrier is to pay all of its employees on a biweekly or semimonthly basis, except where otherwise required by law. The record shows that five of the seven airlines originally involved in this proceeding, and the majority of all other airlines, follow that practice.

The Carrier's objection is that as to the employees affected the change would double both the clerical expense of check issuance and the cost of check cashing, for which the Carrier provides, and would involve an additional annual expense of approximately $21,000.00, without compensating advantage to employees.

The proposal does not accord with the practice in the industry and it is not shown that the benefit to the employees would warrant the expense shown.

Recommendation:

That the proposal be withdrawn.

* * *

District 100 (Eastern) proposal: Change night and odd shift differentials from 12 cents and 15 cents per hour to 25 cents and 30 cents per hour, respectively.

In support of this proposal the employees argue that more and more nightwork may be facing them; that normal homelife will be more seriously affected and that nightwork has a detrimental effect on health.

The Carrier argues that nothing is shown to indicate that shift work is any more undesirable now than formerly. Further, that justification for the increase cannot be founded on the argument that an additional payment for shift work would discourage afternoon or evening work, since the needs of the traveling public govern the necessity for that work. In addition, the Carrier points out that it pays more for shift work than other trunk carriers having agreements with the International Association of Machinists, in that it pays a premium of 15 cents per hour for work on odd shifts.

Demands for increased shifts differentials have also been served on Capital and Northeast Airlines.

It is shown that on the trunkline air carriers having agreements with the International Association of Machinists the standard shift differentials are 7 cents for afternoon and 12 cents for night. Western Airlines is the exception in that there the night shift differential is 10 cents. One of those carriers has a varying premium for rotating day and afternoon and rotating afternoon and night. None except Eastern have the odd shift differential. These differentials may be accepted as fairly representative of those prevailing in the industry. It is worthy of note that recent negotiations resulting in settlements on United, Braniff and Western Airlines apparently resulted in no change in shift differentials. It does not appear that shift premiums are paid to mechanical forces on the railroads. On 14 interstate bus carriers and 19 intrastate bus carriers surveyed by Eastern Air Lines, the majority do not have any provisions in their contracts for shift differentials. Those who do have such provisions pay considerably less than 7 cents and 12 cents.

Differentials for afternoon and night shift work are generally established for the purpose of conpensating employees for incon-

venience suffered in the disruption of normal family and social life. There is no showing of any change in those conditions since agreement upon the current shift premiums.

The above factors point to the conclusion that there is no justification established for any change in the current shift differentials.

Recommendation:

That the Union proposal be withdrawn.

* * *

District 100 (*Eastern*) proposes that Article 6 be amended by adding a new Section M to read as follows:

Retroactive pay due under this Agreement shall be paid within thirty (30) days from date of ratification.

Retroactive wages should be paid as soon after ratification as practicable, but no reason is given for that particular time, and it does not appear from the record that payment within that time would be practicable.

Recommendation:

That the proposal be withdrawn.

* * *

District 100 (*Eastern*) proposes that Articles 6 and 8 be amend as follows:

(1) By adding to Article 6, a new Section M to read as follows:

Employees required to work on Saturdays, one and one-half (1½) times the applicable rate shall be paid. When employees are required to work on a Sunday, double the applicable rate shall be paid.

(2) By adding a new paragraph to Article 8, Section A, to read as follows:

For purposes of this Article, five (5) consecutive days shall mean Monday through Friday, inclusive, except Line Operation and Line Operation and Line Maintenance Departments.

Article 8 now provides that unless otherwise mutually agreed the working week shall be five consecutive days, and Article 14 provides that the employee shall be paid one and one-half times the regular rate if required to work on one of his two regular days off, and double the regular rate if in addition he works on the second of his regular days off, without express reference to Saturday and Sunday.

In other words, the Agreement now recognizes the standard 7-day workweek of the air transportation industry for all employees, and the proposal is that for employees not actually engaged in line maintenance or operation the regular workweek be limited to exclude Saturday and Sunday, with overtime pay for those days if worked.

The Union's position is that despite the present contract providing for a 7-day week, most of the shopwork has been done on a 5-day basis, and that the change will merely express the past practice in writing.

The Carrier's position is that employees in air transportation must understand that it is a 7-day operation; that shopwork as well as linework is essential on all seven days; that the Carrier has minimized Saturday and Sunday work as much as possible out of consideration for its employees' preferences, but should not be penalized for that action; that in order to preserve Carrier's competitive position it must be free to make use of Saturday and Sunday work so far as necessary without overtime penalties unless overtime is actually involved.

The record shows that all 13 major airlines observe the 7-day workweek for line maintenance and operation; that 10 of the 13, including Eastern, fully observe it elsewhere, including overhaul bases; that another observes it for machine shop, paint shop, hydraulic shop and metals shop; that another observes a 6-day workweek in full and a 7-day workweek for boiler room and plane overhaul ramp crews. One, Northwest, has a 6-day week at the overhaul base, and that limitation has been amended by Memorandum of Understanding, entitling the company, if it deems necessary, to operate throughout the 7-day week, provided it do so on a three-shift basis and for at least a 6-month period. In these proceedings Northwest seeks to eliminate the two provisos, in order to establish its competitive quality in the industry. Only one, Capital, has a 5-day workweek, and in its proposals seeks to eliminate it.

In view of the virtually uniform practice of Eastern's competition in the industry the Board considers the proposal to be against the interest of both Carrier and Union, and therefore believes that it should be withdrawn.

Recommendation:

That the proposal be withdrawn.

* * *

District 100 (*Eastern*) proposes that Article 8, Section A, be amended to read as follows:

> Eight (8) consecutive hours, inclusive of meal periods, shall constitute a day's or night's work for all shifts, and the working week shall be five (5) consecutive days unless change is mutually agreed upon between the Company and the Union.

The proposal would substitute "inclusive" for "exclusive," thus establishing a paid-meal period.

The record shows that none of the 13 trunk airlines and none of the 17 airlines having contracts with the IAM (some of which are included among the 13 trunklines) have general paid-meal periods. Only 5 of them have paid-lunch periods, and then only for night or irregular shifts. Thus, Capital has a 30-minute paid-lunch period on certain shifts starting outside of regular contract hours. Northwest has a 20-minute paid-lunch period on certain irregular shifts, a 30-minute paid-lunch period for employees who, because of the requirements of their service, must have their lunches at times other than during the fourth and fifth hours of their shifts, and a 20-minute paid-lunch period for employees engaged on three shift operations; these are paid to about one-half of their IAM employees. Braniff, Western and Frontier have paid-lunch periods for employees on night shifts only.

The record shows also that none of the 19 former employees of Eastern's present employees canvassed have paid-meal periods; that none of 14 interstate bus and trucking companies in the eastern United States which were surveyed have paid-meal periods; that of 19 intrastate and intracity transportation companies surveyed, only two have such provisions, one only on Sundays and holidays, and one for operating employees but not for maintenance and terminal employees. It shows also that of 40 IAM contracts with aircraft and other manufacturers surveyed, only 3 have such provisions, and that 2 of them are limited to second and third shifts.

The record shows further that the great preponderance of practice in this and general industry is for the 40-hour workweek and the 8-hour workday, which this Carrier observes.

The proposal would reduce the actual workday and workweek by the amount of the paid-lunch periods, and would eliminate many of the shift overlaps now possible, thus further increasing labor costs without compensating advantage.

Since no pattern of paid-meal periods in general industry or in the air transport industry is shown, the competitive position of Eastern would necessarily be affected by this proposal.

Recommendation:

That this proposal be withdrawn.

* * *

District 100 (Eastern) Proposal to amend Article 8: Add paragraph to provide:

Steady shifts to be established in maintenance Department Shops.

The purpose of this proposal is to establish steady shifts to replace rotating shifts for the locations indicated in the proposal.

The Union argues that steady shifts are far more desirable than rotating shifts for the employees. Furthermore, it is contended, steady shifts will not work to the disadvantage of the Carrier. It is pointed out that a number of airlines perform the same type of operations with steady shifts without the effects feared by Eastern. The Union contends that it is only reasonable for older employees to have the choice of preferable shifts.

The Carrier takes the position that a system of rotating shifts is necessary for these operations in order to insure the presence of mature and experienced men on all shifts. It is argued that with a steady shift arrangement there would be a tendency for the more experienced employees to concentrate in the day shift, thus depriving the other two shifts of the needed experience; experience and skill are needed on all shifts and a steady shift system would tend to make the provision of experience on all shifts much more difficult.

This is one of those issues on which strong arguments can be made for both points of view. Certainly it is more desirable for employees to have a steady shift arrangement so that they are not in the position of having to reorganize their living arrangements each time it is necessary to move on to another shift. On the other hand, the necessities of the service must be considered as of primary importance. If it could be shown that a steady shift arrangement posed serious safety risks or otherwise undermined the Carrier's ability to maintain its equipment in first-class condition, this proposal could not be justified even though it might be generally more desirable for the employees.

It is probably true that in an operation of this type it is easier to work with a rotating shift arrangement. It is likely that a nonrotating system would make somewhat more complicated certain scheduling problems. However, the record shows that a predominating number of the airlines use the steady shift system. It may be assumed that such arrangements are reasonably satisfactory since apparently the Carriers are not making efforts to change to rotating shifts.

We do not believe, in view of the use of the steady shift arrangement on many airlines that such a system poses a safety danger or otherwise undermines the ability of the Carrier to maintain its equipment in first-class condition. Nor are we impressed with the argument that such a system would make difficult the hiring of new employees. It is a generally accepted principle in much of American industry that seniority entitles the employee to preferences in shifts.

Upon the whole record on this matter we will recommend the adoption of the proposal.

Recommendation:

That the proposal be adopted.

* * *

District 100 (*Eastern*) proposes that Article 9, Section A, be amended to read as follows:

> The time and length of meal periods shall be no more than thirty (30) minutes and meal periods shall not occur prior to the fourth (4th) hour and must be completed no later than the conclusion of the sixth (6th) hour of the shift.

Article 9 (A) now provides that meal periods shall be not more than an hour nor less than 30 minutes and shall not occur later than the sixth hour of the shift; but there is a proviso for variations by mutual agreement at each point, shop or hangar. The present section continues:

> If an employee, at Company request, does not receive his meal period at the time specified herein, he shall receive straight time for pay for it if he is given his meal period before expiration of his shift, and he shall receive time and one-half pay for it if he is not given a meal period during his shift.

This latter paragraph will be eliminated by the amendment of Section A to read as proposed.

The Carrier's objections to this proposal are, that the restriction of meal periods to 30 minutes' duration in all cases would work a hardship on the Company in some respects, as at Atlanta where it would require the addition of approximately 25 ramp servicemen to accomplish the work; that in the interest of efficiency the Company is entitled to reasonable flexibility in scheduling meal periods to meet the needs of the service; that the range from 30 minutes to 1 hour is not unreasonable and is common in industry; that the restriction of meal periods to the fourth, fifth, and sixth hours of an employee's shift accomplishes nothing for the employee, but will result in reduced service or the necessary addition of employees to perform the same work; that in many instances it would work to the employee's disadvantage, as when his normal mealtime is 6 o'clock but he goes on duty at 5:00 p. m. and therefore could not eat until 8:00.

The record does not show the practice in the industry generally concerning length and time of lunch periods, but of the Agreements on the six airlines involved in this hearing, there is considerable diversity. One provides that it shall be 20 minutes; one that it shall be not more than 30 minutes; one not more than an hour, and two (including Eastern) not less than 30 minutes nor more than 1 hour. Thus, four permit lunch periods up to 1 hour, which does not seem unreasonable.

As to the hours within which lunch periods shall be had, there is also diversity. One limits it to the fourth hour; two limit it to the fourth and fifth hours; one accomplishes the same result by providing that it shall be not more than an hour before or after the middle of the shift, and one limits it to the fifth hour and the last half of the fourth, by providing that it shall be not more than 30 minutes before nor 1 hour after the middle of the shift. Thus, all five prescribe more definite limits than the Eastern rule, which permits any time within the first 6 hours. It seems not unreasonable to limit the lunch period to the fourth, fifth, and sixth hours, as proposed by District 100.

Recommendation:

That the proposal be withdrawn as to duration of lunch periods, but adopted as to hours of shift within which it shall occur.

* * *

District 100 (*Eastern*) proposes that Article 20, Section B, paragraph two, be amended to read:

> Employees covered by this Agreement and their immediate families will be granted free transportation on the Company equipment when space is available.

The section now provides that employees and their immediate families "will be granted the same transportation privileges on the Company system as may be established by the Company regulations for all employees and their immediate families."

The Union's position is that the Agreement should make a definite provision for passes, rather than leave the matter to regulation by the Company.

The Company position is that since Eastern's pass policy applies to all groups of employees, who are represented by different unions, confusion would result from an attempt to negotiate the matter with any one union.

Of the Carrier's seven Union contracts covering its employees, the IAM contract is the only one mentioning transportation privileges.

The record indicates that six other major domestic airlines have provisions substantially like Eastern's while only one, Northwest, is substantially like the proposal. The record also shows that of those eight airlines, six impose a service charge for passes (one does not charge for vacation passes), and that only two, including Eastern and Northeast, make no service charge.

It appears, therefore, all factors considered, that the pass policy of Eastern is essentially as fair to employees as that of similar air carriers and that no reason has been shown why it should be further extended.

Recommendation:

That this proposal be withdrawn.

* * *

District 100 (*Eastern*) proposes that Section K of Article 20 be amended by adding this provision:

> Winter gear shall be supplied to all Line Maintenance and Line Operations employees from Atlanta, Georgia, north. Rain gear shall be supplied at all stations.

A survey of the agreements shows that of the 13 major domestic airlines, 5, including Eastern, have no provision for cold weather or rain clothing; 7 have provisions that suitable rain equipment be kept available; 4 provide that cold weather clothing be available for employees required to work outside at northern points; 1 provides that such equipment be furnished to each employee at points where the temperature indicates need; and 2 provide that winter clothing be supplied for employees where needed.

The record indicates the industry practice that rain and winter clothing be made available in sufficient quantities for employees where needed, not that it be delivered to each employee for his exclusive use. We feel that this practice should be followed on Eastern.

Recommendation:

That the parties negotiate a clause providing that the Carrier make available rain clothing for use at all stations, and winter clothing for use at Atlanta and points north for all line maintenance and line operations personnel required for work outdoors.

* * *

District 100 (*Eastern*) proposes that Article 20 be amended by adding a new Section N to read in part as follows:

> Section N, Eastern Air Lines, Inc., shall pay the full cost of the following items:
>
> (3) Tool Insurance.
>
> * * *

The proposal is that the Carrier be required to provide its mechanics with insurance against the theft or loss of their tools on its property. So far as the record shows, the provision is not usual in this or other industries and only one airline, Capital, is shown to furnish such insurance. Furthermore, while apparently such losses do sometimes occur, it is not shown that they are due to the Carrier's negligence, nor is it shown that there is reason for Carrier-paid insurance.

Recommendation:

That this proposal be withdrawn.

* * *

District 100 (Eastern) proposes that Article 20 be amended by adding a Section N to read in part as follows:

> Section N, Eastern Air Lines, Inc., shall pay the full cost of the following item:
> (2) The present retirement annuity.

The Union contends that as the employees' length of service increases, their vested interest in the Company increases, and they are entitled to a higher return for the investment of the years of their lives in the Company's service. Further, that the employees are growing old in the service of the Carrier and the Carrier should make provisions to take care of them when they reach the point when they can no longer work.

In opposition to this proposal, the Carrier argues that the Company already contributes considerably to the retirement insurance plan available to employees, in addition to social security premiums, which the Company pays. Further, the Carrier asserts that industry practice does not support the proposal.

It is shown that a survey of 73 pension plans, covering approximately 140,000 employees in various industries was made by the Bankers Trust Co. in 1956. There were 47 noncontributory plans included in the survey. The amount of retirement income purchased by Eastern's contribution to the existing plan exceeds that of the wholly company paid plans by a considerable margin.

Eastern's plan also ranks higher insofar as employee benefits and costs are concerned with the contributory plans surveyed. The plan appears to be an excellent one and its appeal to the employees is attested to by the fact that 91.29 percent of the eligible employees participate.

Just as we indicated in our discussion with respect to the Health and Welfare proposal in the issues common to all six Carriers, there is no practice in the airline transportation industry under which the employer fully supports a pension plan. As a matter of fact, we have been given no evidence of a single instance in the industry where a wholly Company-supported plan exists. We cannot look unfavorably upon contributory pension plans. They provide two essentials for the employee: (1) They afford a systematic method of saving because the employee contribution to a plan generally, as here, can be withdrawn with compound interest; (2) they afford a substantially larger income on retirement than existing noncontributory plans and at the same time require the employee to share some part of the cost of his future security. The latter is, of course, a feature of the excellent retirement plan for many Civil Service employees and of our Social Security system.

We find no basis for recommending that the Carrier should bear the full burden of the cost of the existing retirement.

Recommendation:

That this request be withdrawn.

* * *

District 100 (Eastern) Proposal on Vacations:

Article 23—Vacations: Change to provide: Two (2) weeks up to ten (10) years; three (3) weeks after ten (10) years; four (4) weeks after twenty (20) years of service. An employee may elect to split his vacation.

This proposal by District 100 is made up of three parts. The first part is a request for 3 weeks' paid vacation after 10 years' service with the Company. At present the contract provides for 3 weeks' vacation after 12 years' service.

The second part of the proposal asks that 4 weeks' paid vacation be provided after 20 years' service. The present contract makes no provision for 4 weeks' paid vacation.

The third part of the proposal asks that employees be given the right to split their vacations if they so desire. The present contract makes no provision for such an arrangement.

District 100 takes the position that this proposal for an increase of available vacation time is fully justified. It is argued that it is just and proper to have more adequate vacation provisions as a larger number of employees come to have more years of service with the Carrier; that there has been a trend in industry generally to extend vacation rights as a reward for long years of service with an employer.

The Union contends that it is reasonable to permit an employee to split his vacation; that such a right enables him to have more frequent breaks from his work, and all in all, enables him to utilize his available vacation to the greatest advantage.

The Carrier objects to the proposal for an increase in vacation allowances. It is contended that Eastern now provides vacations substantially more liberal than those found in industry generally; that on the average Eastern provides more liberal vacations than other airlines. It is argued that present vacation policies are adequate and equitable.

The Carrier also opposes the proposal to permit employes to split their vacations. It is argued that such an arrangement would defeat in part the purpose of vacation periods in the vacation schedule.

The record before the Board does not reveal that the present vacation arrangements are substandard, when compared with those provided on other air carriers, or when compared with those prevailing

in industry generally. On the contrary, the evidence before the Board indicates that, taken as a whole, the vacation provisions in the present Agreement between Eastern and District 100, rank among the better vacation plans to be found in collective bargaining agreements, and no basis is shown for further liberalization at this time.

As pointed out above, District 100 is asking for a contract provision which will permit the employee to split his vacation. While it is understandable that there may be situations where it would be convenient for an employee to split his vacation, there is no showing that such a general policy is necessary or justified. It would appear to be more desirable for the Carrier and the Union to handle special situations by agreement as they arise, rather than to provide for a general policy of splitting vacations as here requested. We have no evidence before us which would justify our recommending the requested contract provision on this matter.

For the above-cited reasons, we shall recommend that the proposals with respect to vacations be withdrawn.

Recommendation:

That the above outlined vacation proposals be withdrawn.

* * *

District 100 (Eastern) Proposal: Add Article for Dues Checkoff.

The Union contends that the Carrier checks off for several things, hospitalization, life insurance, United Fund drive and other things and, therefore, the Carrier should be willing to deduct Union dues for those employees who desire it.

The Company argues against this proposal on the ground that it would be placed in the position of performing work for the Union at Company expense. Further, that this is strictly an intraunion matter, and the Union already has a Union Shop provision which requires the maintenance of membership in good standing.

Provisions for voluntary dues checkoff coincident with Union Shop provisions are found in many railroad and airline agreements, since the Railway Labor Act was amended to permit the making of such agreements. Of the Carriers involved in this proceeding, four have provisions for voluntary checkoff of Union dues. The major benefit derived from such provisions is the elimination of disputes over compliance with the Union Shop clause. In view of the wide acceptance of dues checkoff clauses in the transportation industry, we do not feel that the Union is making an unreasonable request in proposing such a clause in its contract with Eastern. Furthermore, effectuating checkoff should not place an undue burden upon the Carrier since it is

apparent that the mechanics for accomplishing voluntary deductions from wages are already established for other purposes.

Recommendation:

That the parties negotiate a rule providing for voluntary dues checkoff and remission by the Carrier to the District within a reasonable time after collection.

* * *

TRANS-WORLD AIRLINES AND DISTRICT 142

District 142 (Trans-World) proposal No. 3 is to strike from the first paragraph of Article VI (g) (1) the following:

> Employees accepting (a) promotion to actual supervisory positions, or (b) transfers to positions with duties directly associated with functions performed by employees covered by this Agreement, will continue to accrue seniority in the classification at the point from which promoted or transferred. "Transferred" as used herein shall mean assignment to a position in which the salary received is higher than that paid the employee's classification under the Agreement.

Thus the proposal would eliminate seniority entirely for all those promoted to supervisory and related positions, and retain it only for those on temporary student flight engineer status for not over 6 months.

The record indicates that at present all of Trans-World's employees except student flight engineers have full seniority on promotion; in other words, they not only retain but continue to accrue seniority.

This accords with the general practice in the air transport industry. Except for Delta, whose practice is not shown, all 12 major domestic airlines have seniority for employees promoted to supervisory positions, 6 of them accrual as well as retention, and 6 of them retention only, which as to 1 is limited to 60 days and as to another is limited to a period not exceeding seniority at time of promotion.

On 4 of these same 12 major airlines, employees promoted to other than supervisory positions have full seniority rights and on 6 have retention only, which as to 1 is limited to 90 days, 1 to 6 months, and 1 to a period not exceeding seniority on promotion. Only 2 of the 12 afford no seniority to those promoted to related positions other than supervisory.

When the survey is extended to the smaller but well-known airlines, such as Frontier, Bonanza, Hawaiian, Alaska, etc., the result is the same. Of 23 airlines, including the major 12 mentioned above, all afford seniority to employees promoted to supervisory positions, 17 of them with full retention and further accrual, 1 with retention and

accrual for 1 year, 1 with retention for 90 days, and 1 for a period not exceeding seniority at time of promotion.

With reference to those promoted to related positions the practice is evident but somewhat less general. Of the 23, 13 afford seniority, 7 in full, 1 in full for 1 year, 4 with retention but without further accrual, 1 for 90 days, and 1 for a period not exceeding seniority on promotion. Ten of them apparently afford no seniority.

Admittedly, it is in the interest of both Carrier and Employees that such promotions be from the ranks, rather than from outside. Admittedly, also, the retention of seniority encourages acceptance of promotions, without loss of rights on possible demotion.

According to the record, no substantial displacement has resulted from demotions and the benefits from the preservation of seniority rights far exceed the disadvantages.

Recommendation:

That the proposal be withdrawn.

* * *

District 142 (Trans-World) Proposal: That the Company provide life insurance in the sum of $200,000 and disability insurance for employees who volunteer to participate in investigation of aircraft involved in bomb scares and that they be paid a premium of five times the regular hourly rate, including overtime, when so working.

The Union contends that the employee and his dependents should be protected against the possibility of injury or death as a result of his participation in work involving such potential hazards. In support of the premium payments it is argued that the individual employee should be additionally compensated for exposing himself to such risks and that such payments are not unusual in other industries.

The Carrier contends that it has always recognized that participation in a bomb-scare investigation should be voluntary, but does not feel it should be required to write such provision into the agreement. With respect to premium pay for such work the Carrier further contends that there is no evidence that any such premium rate is paid in the airline industry or elsewhere, and that none is justified. In addition, it argues that although there are few, if any, employees who would be so inclined, nevertheless the employees themselves could create the condition which would require the payment of premium pay. Carrier concedes that some insurance is in order but insists that it should be limited to the $12,500 provided for employees who fly on test hops.

A similar proposal was made to Northeast Airlines by its employees represented by the IAM. On Capital Airlines the Union made a proposal requesting insurance for employees participating in bomb-scare investigations but did not ask for premium pay.

The examples of premium wage payments for hazardous or unusually dirty work in outside industry offered by the employees in support of this proposal are hardly comparable to participation in a bomb-scare investigation. In the examples cited it is clear that the work involved is an ordinary incident of the job duties of the employees to whom the premium is payable and is work which is normally required as part of the industrial process in which they are engaged. Bomb scares, of course, are not within the control of the carrier nor a normal incident of furnishing the service offered by the carrier to the public.

If there were to be premium pay for participating in bomb-scare investigations there is always the possibility that for selfish gain an employee could create the very condition which would give rise to requiring the premium rate. While we are quite sure that such individuals are rare in the work force servicing the airlines, nevertheless, the possibility exists and cannot be ignored. This factor together with the matter discussed in the previous paragraph impels us to the conclusion that no premium pay should be established for participating in bomb-scare investigations provided that it is recognized that such participation is on a voluntary basis.

With the concession of the company to the effect that some type of insurance coverage is indicated there remains the question of the proper amount of such coverage. We cannot find that there is a proper basis of comparison between the hazards involved in taking part in a test flight and the hazards involved in searching for a bomb in an aircraft. The latter would appear to involve a risk of greater bodily injury or of death. It is shown that Air France which has established coverage for employees who work on a plane or planes on which there is a bomb scare insured $100,000 per employee for any 23 employees while still recognizing that such employees would do such work on a voluntary basis. We find no reason for deviating from such a standard which appears to have been arrived at in free collective bargaining with a local lodge of this same international organization. This appears to be a fair measure of protection for the individual employee who voluntarily assumes the risks involved, as well as his dependents.

Recommendation:

That the request for premium pay for participating in a bomb-scare investigation be withdrawn. It is further recommended that

the carrier and employees negotiate an agreement provision clearly setting forth the recognition of work on a plane or planes on which there is a bomb scare as being voluntary on the part of the employees and affording carrier paid life insurance coverage in the amount of $100,000 per employee while so engaged and affording a reasonable scale of disability payments.

* * *

District 142 (Trans-World) Proposal: The Union has proposed changes in the Mechanics and Related Employees' Agreement which would give exclusive responsibility to various lead classifications for making and revising work assignments.

In support of this proposal the employees contend that the Carrier has removed the duty of assigning work from the lead classifications and delegated that function to supervisors and other noncontract employees with the result that it has nullified the craft certification of the National Mediation Board. Further, the Union argues that the job descriptions of the various lead classifications require them to lead and direct and that they must make work assignments if they are to fulfill their responsibilities under the Agreement. In addition it is argued that, historically, the making of work assignments has been work performed by the lead classifications.

The Carrier in resisting this proposal argues: (1) It has not been the traditional practice on TWA to assign the performance of the duty of making and revising work assignments to leads; (2) the rule proposed by the employees, if adopted, would not result in a clarification of the Agreement but rather in a complete change and would require a substantial change in existing procedures; (3) presently, under Article 4 (F) of the Agreement the carrier is obligated to assign a lead mechanic on a shift if more than 3 mechanics are working thereon. The effect of the employee proposal, if adopted, would be to require a lead mechanic wherever there was an assignment of work involved; (4) it would be improper for this Board to find that the company should give nonmanagement employees the exclusive right to perform a function which is customarily reserved to management; (5) it is not the general practice to incorporate in contracts covering lead classifications a provision that they should assign work; (6) the adoption of the rule proposed by the employees would deprive the carrier of its ability to preplan and control the timing of its maintenance operations.

This proposal would not affect the Dining Service Employees nor the Guards.

TWA management plans and controls maintenance work by a so-called Sched-u-Graph system. Under that system the work is preplanned and the various items of work are slotted opposite the names of the crews on the shifts which are to perform the work. It is apparent that it was the inauguration of that system which triggered a controversy about the performance of the work of making and revising the work assignments of individual employees. That controversy resulted eventually in a System Board Award on this property indicating the conditions under which such work should be considered as reserved to the lead classifications and when it may properly be performed by employees not covered by the agreement.

The carrier does not challenge the right of the employees to seek to modify the agreement provisions if they were dissatisfied with the findings of the System Board of Adjustment. Nor does this Board feel that it is precluded from considering the question by reason of that System Board Award.

It is observed that the evidence before this Board would not support a finding that the work of making and revising work assignments has been exclusively performed by the lead classifications on this property. That, however, would not preclude a recommendation on the employees' proposal if the Board felt that it was otherwise justifiable.

The evidence before us clearly indicates that it is not the prevailing practice in the air transport industry for the collective bargaining agreements to provide that the work of making and revising work assignments is reserved exclusively to lead classifications. To so provide would unduly hamper and restrict management in its maintenance operations and out of all proportion to actual or potential benefits to employees affected. It is reasonably conceivable that situations will arise (and that is recognized by the employees) when because of unavailability of leads it may be necessary for foremen or other supervisors to give or revise a work assignment of an individual employee. Clearly, the rule proposed, if adopted, would materially affect the operation of the system of work controls now in effect on this Carrier and perhaps require its discontinuance altogether. On the other hand without the rule as proposed by the employees the leads are not deprived of the work of leading and directing. Even though the work of the individual employee may be preplanned and laid out for him by some other person it is apparent that the lead must still direct and lead the individual in its performance.

Recommendation:

That this proposal be withdrawn.

* * *

Trans-World Airlines Proposal for the establishment of a classification of Ramp Servicemen, which would combine the present classifications of Cargo Agent, Commissary Clerk, Ground Service Helper and include Fleet Service Helper at some locations.

The net effect of this proposal is to consolidate into one classification the work presently performed by the above enumerated classifications, along with certain modifications of duties and responsibilities for the new classification.

The Carrier contends that this consolidation along with a redefinition of duties is highly desirable for purposes of providing needed flexibility in operations and in manpower utilization. It is contended further that it would materially reduce misunderstandings and disputes with respect to the performance of the work in question.

The Carrier recognizes that if such a consolidated classification were established there should be some adjustment in wages for some of the affected employees. However, the Carrier contends that the Union seeks to have such a rate set at too high a level.

In the course of its presentation of this issue to the Board, the Carrier requested that the proposal be recommended in full or not at all, it being argued that nothing less than the full proposal could give the Carrier the flexibility it needs.

District 142 is in agreement with the Carrier with respect to the creation of the Ramp Serviceman classification as a consolidation of the above named present classifications.

However, the Union disagrees with several detail aspects of the Carrier proposal. Apart from some disagreement with the Carrier regarding the proper wage level for the new classification, the Union contends that the Carrier's wish to retain the classification of Fleet Service Helper to use at its convenience is without justification. The Union likewise objects to items (i) (ii) (iii) (iv) of paragraph (d) of the Carrier's proposal as set out in TWA Exhibit 71. It takes the position that it would be improper to have such work performed by a Ramp Serviceman.

The Union takes the position that either a clearcut Ramp Serviceman classification without "retaining present classification where desired" should be established, or that the present system of classifications should be retained. It is argued that a mixture of the two would be of no value to either the Carrier or the employees.

It is clear from the record that the Carrier and District 142 are in agreement in principle that it would be desirable to establish a Ramp Serviceman classification. However, there is considerable disagreement with respect to the way in which this objective should be

accomplished. The Board is convinced that the Carrier's proposal for a Ramp Serviceman classification is a good one in principle but feels that the retention of the classification of Fleet Service Helper to be used at the Carrier's discretion is unwarranted.

In its Exhibit TWA 71, the Carrier sets out in detail its proposal which would be in the nature of a revision of Article IV (a) (8) of the existing agreement. It is unnecessary to include here the full text of the proposal. In addition, the record shows that there are other objections of a detailed nature but it seems very likely that the parties could resolve them if they were able to reach agreement on the major objections.

The Board is hardly in a position to recommend on all the detail matters involved in such a proposed change as the instant one. These detailed matters should be worked out by the parties who are much more familiar with local working arrangements than the Board can possibly be.

Therefore, we will confine our action to recommending the adoption of the Carrier's proposal in principle. We will recommend further that the parties make a sincere effort to resolve their differences with respect to details.

The record shows that the parties are not in agreement with respect to the rate which should be established for the proposed new Ramp Serviceman's classification. The Board is of the opinion that these parties, with their long experience in bargaining, can resolve this matter without too much difficulty once they have reached agreement on other aspects of the proposal. Therefore, we will recommend that the parties make a serious and sincere effort to reach agreement on the rate. We are confident they will be able to do so.

Recommendation:

That the proposal of TWA be adopted in principle and that the parties make a sincere effort by bargaining to resolve their differences with respect to the details of the proposal, including the matter of the proper rate for the Ramp Serviceman's classification.

* * *

Trans-World Proposal to extend probationary period by amount of time off duty, and extend stores clerk probationary period to 180 days.

It will be noted that there are two parts to this proposal by the Carrier. The first part asks that various probationary periods be extended by the amount of time an employee may be off duty during his probationary period. The second part asks that the probationary period for stores clerks be increased from the present 90 days to 180 days.

The Carrier takes the position that these proposed changes are justified in order for the Carrier to more adequately evaluate the work records and potentialities of its employees. It is pointed out that if an employee is off duty because of illness or other reason for a substantial part of his probationary period, the Carrier is deprived of full opportunity to evaluate the employee's work.

District 142 takes the position that these proposed changes are without justification. It is contended that the existing provisions with respect to probationary periods give the Carrier full and adequate opportunity to evaluate the work of the employees.

This proposal by Trans-World to extend probationary periods in the ways outlined above is unsupported by the record before the Board. While it may be true in rare instances that time off from work unduly shortens the period during which the Carrier may observe the employee's work, we have not been shown instances where such has occurred. Neither has evidence been presented which would justify increasing the probationary period for stores clerks to 180 days. The record shows that the present 90 days' probationary period is the period most frequently found in the industry. We have been shown no instance in which it is as much as 180 days for this classification of employees.

Therefore, the Board will recommend that this proposal be withdrawn.

Recommendation:

That the proposal concerning probationary periods discussed above be withdrawn.

* * *

District 142 (*Trans-World*) *Proposal* that changes be made in the Mechanics' and Related Employees' Agreement to give exclusive responsibility to various lead classifications for "on-the-job" training.

In support of this proposal the Union argues that the work of giving on-the-job training was once assigned to employees covered by the IAM Agreement and that the Company by unilateral and arbitrary action has removed this work from agreement coverage.

In resisting this proposal the Carrier does not deny that leads and other supervisors have been used to give on-the-job instruction but contend that they did not do so exclusively. Further the Carrier asserts that as operations have increased it has been necessary to set up classifications of instructors to augment the amount of on-the-job training which had been provided by leads and other supervisors.

The mechanics and related personnel Agreements between TWA and the IAM since 1948 to and including the current Agreement

effective January 8, 1957, in the job description of Lead Mechanic have provided that employees in that classification *may* be required to give "on-the-job" instruction and training to employees of any classification except instructors covered by the Agreement. Literally construed that language would appear not to confer exclusive jurisdiction over "on-the-job" instruction and training to Lead Mechanics. The record before us supports a finding that it has been customary to assign the duty of giving "on-the-job" instruction and training to employees outside the Agreement for some time as well as to employees in the lead classification.

It is only reasonable to presume that with increasing complexity in aircraft construction and increased fleets there has been and will be a need for augmenting the instruction and training given by leads and other supervisory employees. It is shown that it is not the practice in other Agreements in the air transport industry to provide that "on-the-job" training and instruction should be performed solely by the lead classifications. To so provide in our opinion would unduly impede the carrier's ability to effectively train and instruct its employees.

Recommendation:

That this Union proposal be withdrawn.

* * *

Trans-World Proposal to specify the extent of skilled work which may be performed by Kitchen Helpers.

The Carrier states that the purpose of this proposal is to revise the present Article 4 (A) (7) to permit the Kitchen Helper, who is basically the dish washer, to package the equipment which he cleans. The Carrier argues that it is only a natural and logical arrangement for the same employee who is performing the dish washing to follow through with packaging in various forms the utensils or equipment which he has immediately cleaned and placed aside.

Neither side presented any facts with respect to the need or lack of need for the proposed change. This is a minor matter upon which the parties should be able to negotiate after disposal of some of the major issues confronting them. We, however, have no basis upon which to make any affirmative recommendation.

Recommendation:

That the parties continue to negotiate on this Carrier proposal.

* * *

Trans-World Proposal to eliminate 8 percent limit on January and February vacations.

In support of this proposal the Carrier argues that it could do a better job of scheduling people to be on the job during peak periods if it had more freedom in assigning them to vacations in the slack periods. The Carrier asserts that there are no such restrictions in other Agreements between TWA and its other employees. Further, the Carrier points out that the mechanics on major domestic trunk-line carriers and U. S. based overseas carriers have no such restrictive provisions in their Mechanics' and related employees' Agreements with the exception of Pan American Airways which has a limitation to the effect that no more than 6 percent of the employees at a location will be required to take a vacation during January, February, November, and December.

The employees contend that the present limitation was designed to provide equal spread of vacations. They assert that the 8 percent limitation on January and 8 percent limitation on February vacations, while not a perfect device does provide the most even method of securing stabilization of both operations and employment and the Carrier is not denied flexibility in scheduling.

It is shown that there is considerable history behind the current rule. The initial contract with the IAM in 1946 contained a prohibition against scheduling vacations in January and February. Some changes in that provision were made in the 1947 Agreement and carried over into the 1948 Agreement. Thereafter in the 1949 Agreement, because of the argument of the Company representatives that scheduling of vacations over the entire year would stabilize the operation and employment, the current provision was agreed upon.

It is claimed by the Carrier that additional vacations would have been scheduled at New York in January and February 1958, if the limitation had not existed. Admittedly, there was no such problem in Kansas City and Los Angeles where the Carrier has a large concentration of its employees. It is shown by the Union that the Carrier for all practical purposes could have scheduled vacations in accordance with its needs in New York under the existing limitations.

The present rule was apparently agreed upon in free collective bargaining and was designed to afford flexibility to the Carrier and yet assure the employees that most of them would secure their vacations at desirable times of the year. We cannot find sufficient change of circumstances since 1949 to justify a recommendation that this long-standing provision be changed.

Recommendation:

That this proposal be withdrawn.

* * *

NORTHWEST AIRLINES AND DISTRICT 143

District 143 (Northwest) Proposal No. 1: Amend Article IV, Paragraphs (d), (e), and (f), to show that there must be a clean break between aircraft and plant maintenance work.

The employees assert that there are two distinct types of mechanics on Northwest Airlines; one the aircraft mechanic, and the other a plant maintenance mechanic. Although each class has its own seniority list there is an overlapping of work between the two. The Union contends that the situation should be clarified.

The Carrier contends that inefficiency results under the present rule and that a more distinct line of demarcation between aircraft and plant maintenance mechanics would result in more inefficiency. Further, Carrier points out that the proposal is economically unsound because it would prevent cross-utilization of mechanics as is done in all shops and plant maintenance. Further, Carrier argues that the Union proposal would increase jurisdictional disputes and grievances between the two classes of mechanics; that it would prevent promotional opportunities for plant maintenance men and prevent plant maintenance employees from obtaining increased job security; that it is inconsistent with industry practice and original proposal made by the Union in 1946. Finally, the Carrier argues that the most effective way of resolving this issue is to adopt the Company's proposal No. 3 for consolidation of the Plant Maintenance and Aircraft Mechanic classifications and the integration of the two seniority lists.

As indicated above, the Carrier has made its own proposal which is diametrically opposed to that made by the Union. To discuss each proposal independently would unduly burden this report. Our comment here will, therefore, relate to both proposals.

Identical arguments are made by the carrier in opposition to this proposal and in support of its own proposal. In addition to the argument summarized above the employees have opposed the adoption of the Carrier's proposal on the ground that it would destroy a relationship between the Plant Maintenance Mechanics and the Aircraft Mechanics which has existed for over 12 years.

Prior to 1946 the mechanics and related personnel were represented by an organization other than the IAM. Under the Agreement prior

to 1946 there was a separation between the plant Maintenance Mechanic and the Aircraft Mechanic.

When negotiations were commenced in 1946 the IAM proposed to the Carrier that the two classifications of mechanics be combined. That proposal was not adopted. At that time there was a differential in their rates of pay. Those rates have since become equalized. Under the job descriptions of the Plant Maintenance Mechanics and the Aircraft Mechanic as now set forth in the Agreement there is a certain amount of overlapping in the work which either classification may perform.

There was a grievance submitted to the System Board of Adjustment in connection with that provision of the Agreement and that Board's decision to a considerable extent clarified the relationship between the two crafts.

It is practically impossible either by agreement provision or by award to mathematically apportion work as between crafts. There is bound to be an overlap. While the employees in each craft are entitled to job and seniority protection, the Carrier also is entitled to a degree of flexibility in the use of employees in the different crafts so as to discharge its obligation to run the airline economically and efficiently. The Union proposal serves to draw too fine a line of demarcation and would destroy the flexibility which the Carrier now has to use the Aircraft Mechanic in some plant maintenance work when he has standby time.

On the other hand, the Carrier's proposal seeks to destroy a relationship of more than 12 years' standing which came about of its own choice. It would place the Plant Maintenance Mechanic in competition with other employees who by reason of their greater opportunities for qualifying on a major portion of the mechanical work required on the airlines would constitute a threat to the former's job retention rights. Although the Plant Maintenance Mechanic would secure the right to bid and "bump" into other mechanical jobs, the probabilities are that it would be more of a theoretical than an actual right since he would have to be qualified and his plant maintenance experience would not be of a type to so qualify him.

It does appear that the majority of the major trunk line carriers in their mechanic's Agreement do not have a separate Plant Maintenance classification.

However, others do, including one of the other carriers involved in this proceeding. Although this may to some extent support the Carrier's position, nevertheless, we find that the considerations above expressed outweight that factor and accordingly we are not inclined to

recommend the Carrier's proposal. Nor, for the reasons outlined above, do we feel that the employees' proposal should be adopted.

Recommendation:

That this proposal be withdrawn.

* * *

District No. 143 (Northwest) Union Proposal No. 2: Amend Agreement to limit the number of employees which an Equipment Service Chief or Stock Clerk-in-Charge can lead or direct to twelve (12).

In support of this proposal the Union contends that the Agreement provides that a crew chief will lead and direct no more than 12 other employees and that the same principle should apply to a stock clerk in charge and equipment service chief. The Union further argues that it is a physical impossibility for one man to cover the large ramp areas and a man's limitations can be taxed to the fullest if the amount of people under his supervision is excessive.

The Carrier resists this proposal on the ground that the work of stock clerks and equipment servicemen is not as technical as that of mechanics and higher classifications and therefore there is no need for such close supervision. Other arguments advanced by Carrier are that (1) the determination of the number of supervisors and degree of supervision should be a management responsibility; (2) that it is unreasonable to select an arbitrary number without consideration of the need for supervision; (3) that the proposal is not consistent with industry practice and would appear to be a device to increase the number of higher-paid jobs with resultant increase in cost to the Company.

As will be seen in a discussion of a similar issue brought about as a result of a carrier proposal on National Airlines there is no particular uniformity in provisions affecting stockroom employees in the air transport industry. The majority of the agreements cited by the Carrier (and they are a representative group) indicate that no limitations are provided with respect to the number of employees who may be supervised by Equipment Service Chiefs and Stock Clerks-in-charge. It is not shown that the employees on Northwest Airlines are being unjustly burdened nor discriminated against because of the absence of the limitation sought by this proposal. It is a function of efficient management to provide the necessary amount of supervision and not to unduly burden its supervisors. We are not persuaded that there is a reasonable need shown for recommending the adoption of this proposal.

Recommendation:

That the proposal be withdrawn.

* * *

District 143 (Northwest) Proposal No. 3: That at all stations, foreign or domestic, where NWA maintains crew chiefs or mechanics it shall also assign a stock clerk-in-charge.

In support of this proposal the Union argues that at stations at which there are stock rooms, such as Billings, Portland, Spokane, and Tokyo, the work exists and is being performed by persons outside the Collective Bargaining Agreement; and that for security reasons the Company should want to have persons skilled in stock room procedures available at those points.

In opposition to this proposal, the Carrier argues that it would increase costs of operation through needless assignment of personnel to locations where there is insufficient work to justify a full-time employee. The Carrier asserts that under the existing Agreement the parties have recognized for years that the Company should not be required to assign a stock clerk to a station unless the work is sufficient to justify one on a full-time basis. Further, Carrier states that stock clerk work at the smaller stations is minimal on each shift and that a stock clerk-in-charge, even if assigned, could only perform duties on one shift. Further, the Carrier contends that the negotiation of a permanent rule on supervisor requirements could constitute a usurpation of management responsibilities.

It is shown that the only domestic locations at which the Company does not have stock clerks-in-charge assigned and where crew chiefs are working are at Billings, Spokane, and Portland. Nor are they assigned at Cold Bay, Tokyo, and Manila, which three latter locations are covered by the foreign service Addendum to the Agreement. The workload for the employees stationed at those locations is comparatively light because flight frequencies are low. It does not appear to be any particular burden for the crew chief or mechanics at those stations to handle their own stock room work requirements. It is, of course, management's concern as to whether or not sufficient security is obtained in operating in this manner. Generally speaking, the determination of the number of employees required in the efficient performance of its operation is a management prerogative. Here, we find no undue burden nor justifiable loss to the employees which would warrant the adoption of the proposed rule.

Recommendation:

That the Union proposal be withdrawn.

* * *

District 143 (Northwest) Proposal No. 4: Amend last sentence of Article VII, Paragraph (c), to provide for payment at triple time.

This proposal is, in effect, a request that holidays worked be paid for at triple-time rates.

The Association takes the position that the present contract provisions specifying that holidays worked be paid for at double-time rates provide for inadequate compensation under such circumstances. It is contended that since employees receive straight-time pay when they do not work on holidays, the result is to pay only straight time when they do work. Therefore, the agreement should be changed to provide for triple-time pay, which would mean that the employee would be compensated at double-time rates for actually working on a holiday in addition to the straight pay he would received in the event he performed no work.

The Carrier takes the position that this proposal is without justification. It is pointed out that the transportation business must be operated on holidays as well as other days during the year in order to meet its responsibilities to the public. Under such circumstances the Carrier cannot eliminate all holiday work. It says that a triple-time requirement would place an undue burden upon the Carrier, since its public responsibilities would not permit it to protect itself by eliminating holiday work.

It is pointed out further that the present contract provision is consistent with the practices on the major airlines; that at present none of the trunk carriers provide more than double-time pay for holidays worked.

In this issue the Board is confronted with a request which, if granted, would place this carrier in the position of paying more for holidays worked than any major carrier in the industry. While such a result might not be conclusive upon the Board, it is nevertheless a very important consideration which should not be disregarded without very compelling reasons. The record before us does not reveal any such compelling reasons. Triple-time payment for holidays worked is not general in industry; in fact, such a provision is found in only a small minority of collective bargaining agreements. Where such provisions exist they are usually in those industries which are in a position to dispense with holiday work except under the most unusual circumstances. The airline industry is not in a position to eliminate holiday work. The record shows that the carriers generally do reduce their work on holidays to the extent which their public responsibilities will permit.

Recommendation:

That the proposal for triple-time pay for holidays worked be withdrawn.

* * *

District 143 (Northwest) Proposal No. 5: Amend Article IX to make all employees eligible to bid; delete all reference to letters of preference throughout the contract.

District 143 takes the position that the present use of the letter of preference system for equipment servicemen should be abolished and that these employees should move from job to job by the use of the bidding system which is now applicable to various other groups of employees. It is argued that all classes of employees involved should move by the same bidding procedure.

The Carrier opposes this proposal. It takes the position that instead of abolishing the preference system, it should be expanded to apply to other groups. The Carrier contends that the preference system is far more efficient in filling vacancies and that it affords the employees just as much protection as the bidding system.

This proposal by District 143 is the opposite of Carrier Proposal No. 7 which is discussed below. In Proposal No. 7 the Carrier asks that the bidding system as now in effect be abolished and a preference system be established for all groups. In its presentation before the Board District 143 did not develop any convincing reasons to support its proposal to abolish the preference system for the equipment service group. No showing was made that the operation of the preference system had been unsatisfactory or inefficient. The record, on the contrary, indicates that the system had operated rather well. In the absence of any showing that the preference system has been unsatisfactory, or that the extension of a bidding system to these employees would materially improve the procedure, the Board has no basis on which to recommend the adoption of the proposal.

Recommendation:

That Proposal No. 5 of District 143 be withdrawn.

* * *

District 143 (Northwest) Proposal No. 6: Article X, Paragraph (i)—Hold probation period to sixty (60) days. Delete other language in this paragraph not consistent with this thinking.

This proposal, if adopted, would have the effect of reducing the probationary period from 180 days to 60 days for those in mechanics' and higher classifications.

District 143 takes the position that the presently recognized probationary period of 180 days is excessively long. It is argued that 60 days is a period of sufficient length to enable the carrier to evaluate the work of the employees; that a longer period is unfair to the employees, especially if there happens to be a reduction in force during the more extended period.

The Carrier contends that the proposed 60 days' probationary period is too short to permit the Carrier to make an adequate evaluation of the employee's work. The Carrier points out that the present contract provision was agreed upon when the Company agreed to dispense with certain examination requirements for master mechanics. It was then agreed to make the probationary period of sufficient length to enable the Carrier to properly evaluate the work of employees since the qualifying examinations for master mechanics were being discontinued. The Carrier argues that a period of 180 days is required to fully evaluate the work potentials.

The Board is being requested by District 143 to recommend that the contract be changed to provide for a reduction in the probationary period from the present 180 days to 60 days for mechanics and higher classifications. No showing has been made before the Board that the present contract requirement of 180 days is oppressive or inequitable. The record shows that during the 1954-55 negotiations this Carrier, along with certain other carriers, agreed to an elimination of special examinations for master mechanics, and the master mechanic rates were added to the rate progression for mechanics. In return for this, at least in part, the employees agreed that there would be a probationary period of 180 days in order that the Carrier might have a full and adequate opportunity to evaluate the work of such employees.

The record does not reveal that any major airline has as short a probationary period for mechanics as is being sought by District 143 in the instant proceeding. It appears that approximately one-half the industry has about 90 days, whereas, the other half has 180 days. Therefore, the present Northwest contract provides for substantially the same probationary period as several other air carriers. In view of this fact, and in consideration of the above cited fact that the 180 days' probationary period was put in the contract as partial payment for the elimination of master mechanics' examinations, the Board will not recommend the proposed reduction. We are of the opinion that the parties should operate with the 180 days' probationary period for a while longer in order to determine from experience whether it can be justifiably reduced to a shorter period. The record before us does not justify a recommendation for the reduction of the period at this time.

Recommendation:

That the proposal be withdrawn.

* * *

District 143 (Northwest) Proposal No. 7: Article XI—Apprenticeship Program—reinstate program.

In brief, the employees contend that the industry is not accepting its responsibility for training aircraft mechanics and that the need for skilled craftsmen in years to come will not be met unless apprentice training activities are increased.

The Company rejects this proposal on the following grounds: (1) The cost of an apprenticeship program far exceeds the value to be obtained therefrom; (2) no need exists for an apprenticeship program for training purposes since many qualified mechanics are available in the present labor market; (3) the Company is committed to exceptionally high training costs for the next 2 years due to the necessity of training present personnel for jet operation.

The practice on the major trunk airlines is about evenly divided between maintaining and not maintaining apprenticeship programs. Only recently Braniff Airlines and the International Association of Machinists entered into an agreement drastically curtailing their apprenticeship program. It is shown that to meet present and immediately anticipated needs there are sufficient qualified mechanics available to the airlines.

There is no doubt that the maintenance of apprenticeship programs involves considerable costs to the carriers. Whether or not sufficient return in the availability of skilled personnel is obtained to warrant such additional expense is unpredictable. In the opinion of the carrier witnesses on the subject, at least at the present time, insufficient value is obtained. With the coming of the jets it is only reasonable to conclude that the carriers will be put to some additional expense in training their present personnel.

The factors above mentioned indicate that the proposal for reactivating the apprentice program is untimely and therefore we feel that it should be withdrawn.

Recommendation:

That this proposal be withdrawn.

* * *

District 143 (Northwest Airlines) Proposal No. 9: Negotiate a clarification of Article XII, Paragraph (b), to make the wording clearer that there will be a hearing or investigation by the Union and the Company prior to any discharge or suspension.

In support of this proposal the employees argue that the requirement of a hearing prior to discharge or suspension would avoid precipitate and thoughtless disciplinary action because the supervisors may look at the incident provoking the discharge or suspension in a different light after a "cooling off" period.

The Carrier contends that the present provisions of the Agreement provide adequate protection for an employee should he believe disciplinary action to be unfair in that it provides the opportunity to request and receive a hearing and further appeal to the Company's chief operating officer and if the suspension or discharge should be found to have been unjust the employee is reinstated in accordance with the decision of the System Board of Adjustment.

On the hearing the employees presented the following suggested change in the Agreement:

Article XII, Par. (b)—

No employee covered by this Agreement shall be discharged or suspended from the service of the Company without a fair and impartial investigation and hearing by the authorized Union Representatives and Company Representatives, prior to any discharge or suspension from service.

The officer holding the hearing shall not be the person preferring charges.

It will be noted that this goes somewhat further than the original proposal to the Carrier. In any event, the employees' proposal is quite impractical. It would prevent the removal from service of a drunken, obstreperous or grossly insubordinate employee until a hearing was actually held. The Carrier's responsibility to the public and for the safety of its employees could not be discharged on this basis. An aggrieved employee has sufficient protection against unjust precipitate action of a supervisor in the present provisions of Article XII (b) which states:

(b) No employee other than probationary employees covered by this Agreement shall be discharged or suspended from the service of the Company, without recourse to a fair and impartial investigation, and shall have the privilege of having authorized Union representatives representing and assisting at any investigation or hearing.

Article XII (c) provides for the procedure to be followed in requesting a hearing. In our opinion these provisions afford ample protection to the employees and are far more practical than those suggested by the District in that needless hearings are avoided in situations where the employee recognizes that he was at fault and has no desire to contest the discipline imposed.

Recommendation:

That the Union proposal be withdrawn.

* * *

District 143 (Northwest) Proposal No. 10: Any employee who separates from the service of the Company, regardless of reason, shall be entitled to payment for all accumulated vacation credit.

The Union contends that the employee has earned the right to vacation-time credit and should be paid for it upon termination regardless of the reason therefor.

The Carrier contends that the proposal is incompatible with industry practice; further, that payment of vacation credit to an employee having less than a year of service conflicts with the purpose of the vacation rule. In addition, the Carrier asserts that the Company should have the right to determine whether an employee who is discharged should receive payment for vacation to avoid situations which might otherwise result in rewarding an employee who may have irreparably injured the Company. Finally, the Carrier argues that the proposal, if granted, would remove the only deterrent to the requirement of giving 2 weeks' notice of resignation which requirement is consonant with the Company's obligation to provide employees with 10 days' notice of termination.

Article XVI of the current agreement recognizes that an employee to qualify for a vacation must have 1 year of service. Some qualifying period is standard in practically all agreements for vacations. Employees with less than 1 year of service who are laid off because of reduction in force retain accrued vacation credit not to exceed 6 months from date of layoff. The proposal of the employees would require the elimination of those conditions. Such conditions are fair to both the employee and the Carrier. One of the purposes of a vacation is to grant a period of respite from the normal day-to-day routine and thus improve the efficiency of the employee. Within the contemplation of vacation provisions is the continuing of the employee-employer relationship. The employer gains a more efficient employee in granting the vacation for which he pays in the form of wages for stated periods for services not performed. The rule proposed by the employees would destroy this concept.

The proposed rule would also destroy the correlation between the obligation of the employee to give notice of resignation and the obligation of the Carrier to give notice of termination. It would also require payment of vacation credit to employees discharged for just cause. Under the present provision of the Agreement such employees are not entitled to any vacation credit. We find nothing unfair in that provision.

Adequate safeguards are contained in the present rule to insure payment of accrued vacation credit to employees with more than 1

year's service who are reduced in force or who give 2 weeks' notice of resignation.

The above factors indicate that this proposal of the Union should be withdrawn.

Recommendation:

That this proposal be withdrawn.

* * *

District 143 (Northwest) Proposal No. 1 for change in Cafeteria Personnel Agreement:

Make applicable to Cafeteria Personnel, all articles and paragraphs in Mechanics and Related Personnel Agreement which can be applied to this Agreement.

The Union is asking in this proposal that insofar as possible the terms of the Agreement covering Mechanics and Related Personnel be extended to the cafeteria employees now covered by another and very limited agreement. The Union contends that the Cafeteria Employees' Agreement is so limited that it gives them inadequate benefits as compared with those received by other employees. It is argued that simply because they are cafeteria employees is no reason for denying them the benefits which the Carrier's employees generally receive.

The Carrier contends that this proposal is unwarranted; that it attempts to extend to the cafeteria personnel terms and conditions which were designed for employees engaged in different work.

The Carrier observes also that with the opening of the new base at Minneapolis-St. Paul other techniques of industrial feeding may be utilized, making such proposed contract terms even more inapplicable.

The Cafeteria Personnel Agreement is very limited in its terms, providing mainly for wages and shift differentials. As pointed out above, the Union proposes to have extended to these employees as many rules and provisions of the Mechanics' Agreement as possible. Needless to say, the cafeteria employees are engaged in quite a different type of work from that of the mechanical forces. Likewise, the conditions under which they work are quite different.

There is also the open question as to whether different techniques for industrial feeding may be employed with the opening of the new base at Minneapolis-St. Paul.

Under all the circumstances we believe this proposal should be withdrawn. Despite this conclusion with respect to the instant proposal, we are inclined to the view that the agreement for the cafeteria employees should be more comprehensive in its provisions. However, we do not believe the answer to this need is to extend arbitrarily

another agreement designed for employees performing very different types of work under differing circumstances. If the agreement for the cafeteria employees is to be made more inclusive, it should be negotiated as an agreement fashioned to their needs and the circumstances of their employment. For these reasons, we believe this particular proposal should be withdrawn.

Recommendation:

That this proposal should be withdrawn.

* * *

Northwest Airlines Proposal No. 1:

Article II (a), Scope of Agreement.—Delete Lead Plant Maintenance Mechanic and Plant Maintenance Mechanic classification and incorporate with Crew Chief and Aircraft Mechanic classifications respectively, and delete reference to such job titles in all paragraphs, sections and articles of the Agreement wherever such titles appear.

Northwest Airlines Proposal No. 12:

Article X, Seniority.—Integrate the Aircraft Mechanic and Plant Maintenance Mechanic seniority lists and the Crew Chief and Lead Plant Maintenance Mechanic seniority list in the manner necessary to fully implement the Company's proposal for revision to Article II (a) as outlined in Company's proposal No. 1.

The proposals have already been discussed under Employee Proposal No. 1.

Recommendation:

That the proposals be withdrawn.

* * *

Northwest Airlines' Proposal No. 3:

Article IV, Classification of Work and Ratios.—Open the entire article in order to discuss whether or not there is a need for clarification or change in language relative to the cross-utilization of employees between the various classifications covered by the Agreement and if so determined, revise to the extent indicated by such discussions.

During negotiations the Carrier submitted the following proposed rule to the employees:

Article IV, Classification of Work and Ratios:

Add a new paragraph (r) to read as follows:

"Employees assigned to any of the job classifications provided for in this Article may be temporarily assigned by the Company for periods

of less than thirty (30) days within the domestic system and for periods of less than six (6) months in the Orient to the performance of work in the same or lower classifications without reduction in the rate for the position to which they are permanently assigned.

In support of this proposal the Carrier argues as follows: (1) Although the Carrier feels that it has the right to assign higher-rated employees to perform the work of lower-rated classifications that right should be expressly clarified. (2) That the company under the terms of the agreement provides the employees with 8 hours of pay each day and when there is no work in their classification they cannot in good conscience object to the performance of occasional work in the same or lower classifications without reduction in rate. (3) That adoption of the rule would permit utilization of standby time. (4) That for economy reasons it frequently becomes necessary to use higher-rated employees for short periods to perform lower-rated work rather than to hire additional employees for limited periods of service.

The Union contends that the company already has a rule in the Mechanic's Agreement providing that at company option, cleaner's work may be performed by higher-paid classifications, such as Equipment, Servicemen, Mechanics, etc.

A similar company proposal has been served upon the IAM District representing the mechanics and related employees on Capital Airlines.

The principle of assigning higher-rated employees under the agreement to work of lower-rated classifications provided the rate is not reduced has already been recognized in the existing Northwest Airlines Mechanics' Agreement. It imposes no particular hardship upon the individual concerned inasmuch as he is assured that his rate will not be reduced although he performs a service which does not utilize his skills to the utmost. Frequently, occasions can arise because of unforeseen changes in production schedules and in flight schedules where services of a higher classification and those of a lower classification are required but do not necessitate the services of two employees. Situations do arise where because of absences it may be necessary to accomplish some lower-rated work which can be performed by a higher-rated employee as fill-in time on a temporary basis.

It is highly doubtful that the Carrier would abuse the privilege of assigning the higher-rated employee to lower-rated work by constantly assigning him to distasteful work below the level of his skills. Certainly an efficient, economical operation would require a watchfulness in such situations so that the Carrier would not be paying more than is necessary to accomplish the work involved.

The present rule cited by the District does not fully accomplish the justifiable flexibility contemplated by the Carrier's proposal. It concerns itself only with the performance of cleaner's work by mechanics and higher. The same conditions should apply to the performance of other lower-rated work by other higher-rated employees under the agreement.

While we recognize that the Carrier's proposal is sound in principle we do not feel that the definitive rule submitted by the Carrier during negotiations should be recommended unqualifiedly. Assignments of higher-rated employees to lower-rated work should not be continuing full-time assignments for periods of 30 days or more. The design of such a rule is to permit more effective utilization of personnel and ordinarily assignments of higher-rated employees to lower-rated work should not be made except as "fill-in" time when there is no work available for them in their own classifications. That exception, however, should not be hard and fast since occasions may arise when work in the classification of the higher-rated employee is available but can be postponed while it may be urgent to use his services otherwise. The parties are better informed about these conditions than we are and should be able to negotiate the language of a fair rule giving recognition to the principle espoused by the Carrier yet protecting the employee from an unreasonable or arbitrary assignment to work below the level of the skills of his classification.

Recommendation:

That the Carrier and the Union negotiate a rule consistent in principle with the Carrier's proposal with appropriate conditions protecting the higher-rated employee from unreasonable or arbitrary assignment to work below the level of the skills of his classification.

* * *

Company Proposal No. 4 would amend Article VI to provide for a 7-day workweek at overhaul bases, eliminate paid-meal periods now given to about half of its employees belonging to the Organization, and liberalize the limitations on shift starting times. We shall discuss the three parts of the proposal in order.

Article VI now recognizes the basic 7-day operation of the airline industry but provides that at maintenance and overhaul bases "every effort will be made to arrange working schedules to allow Saturday and Sunday off, and present shops and facilities now operating with Sunday as a regularly scheduled day off will continue to operate on that basis." When the provision was adopted the Carrier's maintenance and overhaul shops were not working on Sundays, so that for

them it established a 6-day week. Since Article VI also provides that the employees' active workweek consists of 5 consecutive days, the other day off must be either Saturday or Sunday, subject to the proviso that if possible it shall be Saturday. Monday must therefore be the regular workday and Saturday operations, if any, must be relatively less. Thus the overhaul base workweek, although nominally of 6 days, consists mainly of 5 days, Monday through Friday.

As a modification of this provision it was agreed by supplemental Memorandum of Understanding signed on February 11, 1957, and effective until December 1, 1959, that if the Carrier deems necessary in order to meet the needs of its service, it may establish work schedules of 5 consecutive days within any consecutive 7-day period, but only if the schedule is for at least a 6-month period, and on a three-shift basis except as limited to two shifts by municipal noise abatement programs. Because of the two limitations the arrangement has not been put into effect.

With reference to lunch periods, Article VI now provides that 8 consecutive hours of service, *exclusive* of a 30-minute lunch period, shall constitute a standard work shift, except as otherwise specifically provided for therein. At present the Article provides three exceptions: First (paragraphs (c) 3 and (d) 3), that where employees are working on a three-shift operation, each shift shall consist of 8 consecutive hours *including* a paid 20-minute lunch period within the fourth and fifth hours of the shift; second (paragraph (f)) that at line service stations where a three-shift operation is not necessary and the standard starting times provided by paragraph (d) will not meet the requirements of the service, shifts with irregular starting times may be established consisting of 8 consecutive hours *including* a 20-minute lunch period; third (paragraph (1)), that employees who because of the requirements of the service are requested to start their lunch period before the fourth hour or after the fifth hour of their shift will be allowed a 30-minute paid-lunch period as near to those hours as possible.

The proposal would eliminate these paid-lunch periods by providing that all employees shall have an unpaid-lunch period of not less than 30 minutes, regularly scheduled within the fourth and fifth hours of their shifts. It would also permit the necessary overlap of shifts resulting from the unpaid-meal periods. At present half, or nearly half, of the employees covered by the Agreement, are not engaged in three-shift operations nor within the other two exceptions, and therefore receive no paid-lunch periods.

The third phase of this proposal would considerably liberalize the present detailed provisions concerning shift starting times and is in

two parts. With reference to employees the starting time of whose shifts is unaffected by flight schedules (which means the employees at maintenance and overhaul bases), the proposal is that the first shift shall start between 6:30 and 8:30 a. m. and that the starting time of the other two shifts "will be governed by the hours established for the first shift."

The present provision is that at maintenance and overhaul bases the first shift shall start between 7:00 and 8:00 a. m., that the starting time of the second shall be governed by the first, but that where there are three shifts each shall directly follow the preceding (apparently because the three 8-hour shifts including the paid-lunch period fill the 24-hour day). Thus, aside from the overlap question involved in the proposed elimination of paid lunches on three-shift operations, this proposal merely increases the starting time differential to 2 hours instead of 1.

The second part of this third phase of the proposal is that the starting times of shifts affected by aircraft schedules (meaning shifts on line operation and maintenance), shall be established in accordance with the needs of the service at each station, provided that there shall be no more than six shifts, each with a single starting time, within a 24-hour period, for any classification of employees in line maintenance and operations at any station and that every reasonable effort shall be made to keep the number of shifts to a minimum.

The present Article VI is quite detailed with reference to shifts and starting times at line service stations. It provides (paragraphs (d) 1, 2, and 3) that the first shift shall start between 6:30 and 8:00 A. M. or between 2:30 and 4:00 P. M. or between 10:30 and midnight; that the second shift if any, shall start between 2:30 and 4:00 P. M. or if necessitated by service requirements, between 10:30 P. M. and midnight; that if there are three shifts the first shall start between 6:30 and 8:00 A. M., and each of the others shall immediately follow the preceding shift (because of the included meal periods).

It further provides with reference to line service stations (paragraph (e)) that not over two other shift starting times (in addition to the three standard starting times), may be established to meet the needs of the service, with the proviso that if there are mechanics or higher classification employees on such additional shift there must be at least three of them on it; and (paragraph (f)) that where a three-shift operation is not necessary and the standard starting times prescribed by paragraph (d) for one- or two-shift operations will not meet the needs of the service, irregular shift starting times may be established with 20-minute paid-lunch periods and shift payments in accordance with regular shift differentials for periods in which the

majority of a shift lies. Thus at least five shift starting times are now permissible, though with some limitations. This part of the proposal would eliminate those limitations and definite starting periods, increase the number of permissible shifts on three-shift operations from five to six, and impose a new limit of six on other operations where there is now no limit. But the proposal's limit of six refers to the number of shifts "for any classification of employees" at any station, rather than to all IAM employees there.

The 7-day workweek part of the proposal would remove a barrier against the use of the overhaul base as a continuous operation throughout the week and thus minimize the expensive grounding of costly aircraft by permitting overhaul to continue on Saturdays and Sundays, when usually fewer flights operate, and by preventing a 2-day suspension of overhaul work on aircraft not completed on Friday. The record shows that the time required on a DC–4 varies from 6 days for a minor overhaul to 15 for a major overhaul; on a DC–6 from 6 to 12 days, on a Boeing from 8 to 9 days, and on a DC–7 about 7 days. Thus virtually every overhaul job involves weekend delays or overtime pay.

The record shows that of the other 12 trunk airlines 10 fully observe the 7-day workweek at overhaul bases, and another observes a 6-day workweek in full and a 7-day workweek in minor part. Only one, Capital, has a 5-day workweek at overhaul bases. Seven-day workweeks are likewise provided in IAM contracts with Pacific Airmotive Corporation and Lockheed Aircraft Service International, which overhaul airline aircraft. In spite of these provisions the ordinary practice of the airlines is to do as little overhaul as possible on Saturdays and Sundays, but when necessary they continue on those days without overtime penalties.

It seems undeniable that a permissible 7-day operation at overhaul bases is of the utmost importance to a trunkline air carrier of the wide extent now attained by Northwest. Indeed, the Union has recognized its importance by the Memorandum of Understanding above mentioned, by which it agreed to such operations, but imposed the restrictions that they must be on a three-shift basis and must so continue for at least 6 months.

It is obvious that the fullest possible time in the air for aircraft is essential to the industry, and that time on the ground becomes increasingly costly with the mounting cost of aircraft. Consequently a regular workweek of any 5 consecutive days in the 7, without penalty pay for Saturdays and Sundays unless they actually constitute overtime, seems necessary to the competitive position of Northwest, in view of the established industry practice.

As noted above, with two minor exceptions paid-meal periods are given only to employees in three-shift operations, but not to similar employees doing exactly the same work under the same conditions on one- and two-shift operations. A paid-lunch period of one-half or one-third hour constitutes a reduction of that time from the 8-hour day and increases labor costs accordingly. The evidence is that the overall cost of the paid-lunch period is about 10 cents per hour per IAM employee receiving it, or 5 cents per hour for all IAM employees. No good cause is shown for the discrimination in favor of those who happen to be on three-shift operations, and it would seem that the cost, if expendable without affecting the Carrier's competitive position in the industry, could be more equitably distributed in some way available to all employees.

As stated above with reference to Eastern, none of the 13 trunk airlines, and none of the 17 airlines with IAM contracts (some included in the 13 trunklines), have general paid-lunch periods. Five provide them for night shifts or irregular shifts only. Thus there is no pattern of paid-lunch periods in the industry, and the provision, with the resulting decrease in working time, works a competitive disadvantage for Northwest in labor costs.

This competitive disadvantage is increased by the fact that the inclusion of the lunch period in the 8-hour shift on 3-shift operations prevents shift overlaps unless there is to be at least 1 gap in the 24-hour operation. In connection with the 5-minute cleanup period it causes gaps not fully remedied by permissible overlaps, additional shift starting periods usually involving penalty features, and overtime work by supervisors. These gaps tend to delay service to the traveling public, and to cause fines for the parking of aircraft at ramps more than 30 minutes after arrival or 45 minutes before departure.

The Board recommends that the proposals for the 7-day workweek at overhaul bases and the elimination of paid-lunch periods be adopted.

The showing on the proposal for changes in limitations on shift starting times is not conclusive. Aside from changes incident to the elimination of paid-lunch periods it would merely increase the permissible shift starting range from 1 to 2 hours for overhaul bases. While the proposal would give more flexibility to operations, no express need for the change is shown. With regard to shift starting times in line operation the restrictions are more severe and might well be relaxed, preferably by the elimination of penalty provisions, such as paid-lunch periods, and the requirement for at least 3 mechanics or higher classifications per shift. But it is the Board's

conclusion that this part of the proposal should be withdrawn and an attempt made to reach an agreement to eliminate the penalty provisions as suggested in this paragraph.

Recommendation:

That rule changes be negotiated substantially as above outlined.

* * *

Northwest Airlines' Proposal No. 5:

Article VI (h), Hours of Service; Article X (j), Seniority; and Article XXI, Severance Pay Allowance.—Open to clarify the length of notice to be given to employees under varying conditions and make the necessary revisions to each of the provisions referred to.

Carrier explains that the purpose of the proposed rule is to permit Northwest Airlines to abolish positions or reduce forces, and thus reduce expenses, at any time when revenues are cut off without the necessity of giving any advance notice when operations or business are affected by events beyond its control, such as strikes, floods, and other emergencies. In support of the proposal Carrier asserts clauses permitting layoffs with no notice or very little notice are standard in many railroad nonoperating employee agreements are found in many agreements made by the IAM, as well as in Agreements between other Organizations and Northwest.

The employees argue that the proposal as it reads is very ambiguous and could be used to mean anything that the Carrier wanted in order to reduce forces.

The Carrier indicated that it felt that it had the right to reduce forces without giving 2 weeks' pay or notice in lieu thereof when there is temporarily no work because of an Act of God or circumstances over which the Company has no control.

The Carrier seeks by this proposal to remove any doubt about that right.

The Hours of Service Clause in the present Agreement reads as follows:

(h) No employee will be called to work or required to report for work for less than eight (8) hours work or pay therefor except where recalled after completing a regular shift of eight (8) hours or more. Employees regularly in the service of the Company will be considered as required to report for eight (8) hours work on their scheduled work days unless notified by the Company that there will be no work because of an Act of God before the close of the last shift worked or at least sixteen (16) hours before the start of their regular scheduled work shift whichever period is shorter. Any employee not notified by the Company and as a result reporting for work when there is temporarily no work because of an Act of God or circumstances over

which the Company has no control shall receive a minimum of four (4) hours pay at their regular hourly rate.

Under Article XXI an employee who has had 1 year of service and who is laid off due to no fault of his own is entitled to 2 weeks' notice or pay in lieu thereof. Article X (j) Seniority, requires 10 days' work notice before any reduction is made. Neither of these two articles contains any reference to the cessation of work because of Act of God or circumstances over which the Company has no control.

We think when emergency conditions arise over which the Carrier has no control, which cause a suspension of operations in whole or in part, that the Carrier should be permitted to lay off employees for whom there would be no work because of such conditions with little advance notice. We believe that the organization has recognized that in agreeing to the present language of Article VI (h) above quoted.

It is noted at first in Article VI (h) reference is made only to "Act of God" and later in the same paragraph the reference is to "Act of God or circumstances over which the Company has no control." This, together with the failure to mention the exception in Article XXI and Article X may lead to need for interpretation because of ambiguity. Far from creating an ambiguity, as the employees contend, a proposal for reopening and clarifying the articles involved with respect to when the shorter notice of layoff provided for in Article VI may be given, should remove ambiguities.

Such clauses are shown to be not uncommon in agreements between the IAM and other employers and in agreements between this carrier and other organizations, and are quite standard in the railroad industry agreements with nonoperating employees, which lends further support to the Carrier's proposal.

Recommendation:

Article VI (h), X (j) and XXI of the existing agreement should be clarified to the extent of providing that the Carrier, upon giving the advance notice now provided for in Article VI, may lay off employees for whom there will be no work due to Act of God or circumstances over which the Company has no control.

* * *

Northwest Airlines Proposal No. 6:

Article VII (f), overtime and holidays.—Revise to more fully describe the conditions under which an employee may be required to work overtime.

The Carrier desires to reword the following provision of Article VII (f):

Except in an emergency, an employee will not be required to work overtime against his wishes.

This would read as follows if altered in accordance with the proposal:

An employee will not be required to work overtime against his wishes except when an unforeseen combination of circumstances calls for immediate action.

It is the position of the Carrier that the present language using the word "emergency" is ambiguous and unworkable. The Carrier argues that the proposed new wording of the section would be more clear-cut and less likely to lead to misunderstandings between the parties. It is pointed out that the nature of airline business is such that overtime work cannot be completely avoided; that service to the public must have first priority. Therefore, where this obligation to the public requires it, the Carrier should be able to require overtime work.

District 143 objects to the proposed new wording of the provision. It is pointed out that it is much more common to find the word "emergency" used in this connection in airline labor agreements than the revised type of wording advocated by the Carrier. It is argued that the new wording would give rise to more misunderstandings than the old. Furthermore, despite some past disagreements over the meaning of the word "emergency," the parties have generally been able to solve these problems when they have arisen.

The purpose of this proposal is to clarify the conditions and circumstances under which employees may be required to perform overtime work. The record shows that there has been some disagreement from time to time between the parties with respect to what can be properly regarded as constituting an emergency. It is understandable that the Carrier would want as clear-cut a provision as possible on this matter. However, we are not convinced that the proposed new wording would accomplish the objective. On the contrary it is our judgment that the new wording would present even more problems of interpretation, and lead to more disagreements as to its proper application than the wording now in the contract containing the key word "emergency." The phrase "unforeseen combination of circumstances" is certainly not a specific and clear-cut definition of when overtime work may be required. It is our judgment that such language will be more provocative of disagreements than the old. Therefore, we think the Carrier should withdraw this proposal.

Recommendation:

That the Carrier's proposal be withdrawn.

* * *

Northwest Airlines Proposal No. 7:

Article IX, Vacancies and Bulletined Jobs.—Revise the article to the extent necessary to establish a modern and streamlined procedure for the filing of permanent bids for lateral bidding to expedite filling of vacancies.

The Carrier takes the position that the present bidding system is antiquated; that it does not fit the present structure of the Company. Consequently, it is contended, there are frequently long delays in filling vacancies with the result that the Carrier is unable to hire much-needed personnel promptly when such additions are badly needed. The Carrier argues that its proposed preference system will work to the advantage of the employees as well as the Carrier.

The Union opposes the Carrier's proposal. It is contended that the preference system would leave the employees largely in the dark with respect to job changes. The Union argues that such a system would leave too much discretion in the hands of the Company; that serious misuses of the system could occur since the employees would not be regularly advised of job openings as they are now through the bidding system. The Union denies that the preference system would materially shorten the time which it now takes to fill vacancies or that there would be a material reduction in administrative cost as contended by the Carrier.

In this proposal the Carrier is asking for what it regards as a simplified system for filling vacancies. The present contract provides for a fairly complicated bidding procedure, except for equipment servicemen where a limited preference system is in effect. As pointed out above, one of the major complaints which the Carrier has of the present system is the amount of time which is frequently consumed in filling a vacancy. Evidence before the Board indicates that there is some justification for the Carrier's complaint. Evidence indicates that there are occasions when several weeks must be consumed in bulletining and rebulletining before it is possible for the Carrier to hire a new employee, even though an additional employee may be badly needed.

After a careful review of this issue we fail to see how some sort of preference system would work to the disadvantage of the employees, assuming of course, that the parties adopted the proper safeguards. One objection raised by the Union went to the matter of information to the employees of job openings, which they now receive

mainly through the posting of vacancies. This should not present any very serious problems. It should be easy enough for the parties to devise an adequate system of communication so both the employees and the Union could be kept fully informed with respect to vacancies and the filling of these from preference bids on file.

While we do not necessarily recommend the exact wording of the Carrier's proposal, we do and will recommend the adoption by the parties of a preference system for filling vacancies. Basically we are recommending the proposal in principle, thus leaving to the parties the task of working out the detailed language to be included in the agreement. They are in a much better position than the Board to undertake this task since they are fully familiar with the detailed operations of the airline. In undertaking this task they should give special attention to providing an adequate system of communication with respect to these matters so that the Union and the employees can be fully informed at all times with respect to vacancies and the assignments made from the preference bids on file.

There is nothing revolutionary in this recommendation. The record shows that a number of the airlines use some type of preference system for the filling of vacancies in an expeditious fashion. From the experience of these other airlines there is every reason to believe that a preference system can be devised which will work to the advantage of both Carrier and the employees.

We are not particularly impressed with the Carrier's argument that a preference system will save substantial administrative expense. It would appear that any such saving would be very nominal. In our judgment the real advantage from a preference system will come from the time saved in the filling of vacancies, and in its ability to permit the employee to plan in advance with respect to moves which he might wish to make, rather than making a hasty decision when a bid is actually posted.

For these reasons we will recommend that the parties include in their new agreement a provision for a preference system in filling vacancies to replace the present bidding system. We feel sure that the parties can, in negotiation, work out the details of language and administration which will fully protect their respective interests.

Recommendation:

That the proposal be adopted subject to the conditions outlined above.

* * *

Northwest Airlines Proposal No. 13:

Article XII, Bargaining and Grievance Procedure: Open the article to establish an improved procedure for the ex-

peditious handling of grievances and for a plan under which the Union will assume a share in the cost of handling of grievances.

During negotiations the Carrier submitted to the Union an extensive proposed revision of Article XII designed to achieve the objectives indicated in the proposal quoted above. It is unnecessary to quote here in detail the extensive proposed revision in language. The main issues thus involved may be summarized as follows:

(1) Revision of time limits between steps in grievance procedure, including a reduction in the number of steps.

(2) Union to pay cost of System Board handling if Union loses the case.

(3) Limit time stewards may spend in investigating and in presenting grievances on company time.

(4) Clarification of wage payments to reinstated employees with reference to deduction of outside earnings during period of suspension from service.

These will be considered in order below:

(1) *Revision of time limits between steps in grievance procedure*

It appears from the record that the parties are in agreement on this matter to the extent of recognizing the desirability of revising existing time limits. While there may be some differences with respect to the exact time periods to be allowed, such differences do not appear to be serious. We believe that the parties will be able to agree upon a revision of time limits.

We will recommend the adoption of the Carrier's proposal in principle on this point, and urge the parties to work out the exact time limits which will be most acceptable to them.

(2) *Union to pay cost of System Board handling if Union loses the case*

The Carrier contends that if the Union is required to pay for the cost of handling the cases which it may lose before the System Board of Adjustment it will be more careful to dispose of cases which are clearly without merit. The Company argues that far too many frivolous cases are referred to the System Board. Hence, this proposal which would have the effect of requiring the Union to pay the full cost of lost cases would make for a more careful screening of grievances.

The Union denies the basic contention of the Carrier—that frivolous cases are carried to the System Board. The Union asserts that

such a provision as the Carrier wants is without support in the industry. Furthermore, there is no record of grievance handling on this Carrier which would justify such a provision.

The proposal grows out of the allegation that the Union has not been fully diligent in screening grievances; that on occasions grievances purely frivolous in character are taken to the System Board. It is alleged that if a contract provision existed which placed the full cost of lost grievances upon the Union, this tendency to take a useless volume of cases to the System Board would be controlled.

It is almost universal in collective bargaining agreements that the cost of adjudicating grievances is jointly paid by the employer and the Union. This is clearly true in the airline industry as well as in industry generally. No effective showing has been made here which would justify departing from this well established system. There is also the proposition that many decisions disposing of grievances may not be clear-cut wins or losses. Thus such circumstances could lead to controversy with respect to the parties' financial obligations.

In our judgment, there is no sound justification for the proposal. Certainly we are not presented with any substantial evidence which would justify its adoption. We shall, therefore, recommend that it be withdrawn.

(3) *Limit time stewards may spend in investigating and presenting grievances on company time*

The Carrier contends that stewards frequently spend an unreasonable amount of time in investigating and presenting grievances. Since the Carrier pays for such time, it contends that it is entitled to some limitation with respect to the amount of time thus spent. The Carrier does not argue that only so much time can be spent by the steward but rather that the amount of time for which payment is made by the company shall not exceed 5 hours per week.

District 143 contends that this proposal is unjustified and unwarranted. It is argued that the disposition of employee complaints is as much the concern of the Company as it is of the Union. Therefore, the payment for the necessary time spent in handling such grievances is an appropriate Company expenditure.

The Board is given no substantial evidence that the time spent in investigating grievances has been excessive. Only general assertions have been made. These are hardly sufficient to justify the Board in recommending the adoption of this proposal. While we think the Carrier should be protected against the misuse of the provision in question, we have not been presented with convincing evidence that there have been serious abuses. Under such circumstances we doubt the wisdom of this proposal. The record shows that a limited num-

ber of airlines have such a 5 hours per week limitation as is sought here. But it is not generally found in such contracts. Under the circumstances we think the proposal should be withdrawn.

(4) *Clarification of wage payments to reinstated employees with reference to deduction of outside earnings during period of suspension from service*

The Carrier contends here that if a suspended or discharged employee is returned to service with pay for time lost, such wage payment should have deducted from it any earnings in other employment or any payments of unemployment insurance which the employee may have received.

The Union contends that the present contract provision is adequate to cover the problem here. It points out that airline labor agreements generally do not contain such a provision; that the experience with this problem on Northwest does not show any need for such a contract section.

The present contract between the parties specifies certain circumstances where a reinstated employee will be entitled to back wages. However, this provision is silent on the matter of whether the Carrier is entitled to deduct from back wages any earnings from other employment during his suspension, or whether any unemployment insurance payments can be deducted. Generally speaking, collective bargaining agreements do not ordinarily contain such a provision. We are not shown any compelling reasons for including such a provision in the instant agreement. The contemplated situation apparently does not occur very often. In our judgment, this is a matter which it is better to leave to the System Board or a referee in particular cases as they may arise. Therefore, we will recommend that this proposal be withdrawn.

Recommendation:

(1) That the proposal to revise time limits between steps in the grievance procedure be adopted.

(2) That the proposal that the Union pay the full cost of handling cases before the System Board when the Carrier's position is sustained, be withdrawn.

(3) That the proposal limiting to 5 hours per week the amount of Carrier compensated time stewards can spend in investigating and presenting grievances be withdrawn.

(4) That the proposal respecting possible deductions from back wages paid reinstated employees be withdrawn.

* * *

Northwest Airlines Proposal No. 17:

Addendum—Amend Section II to change the minimum term of service for employees who are transferred or assigned from the United States as a result bidding to the stations of Cold Bay and Shemya.

In support of this proposal Carrier argues: (1) That it would provide the employees with an opportunity to return to their homes and a normal environment at more frequent intervals: (2) that it would provide a more orderly method of making work assignments and scheduling vacations; (3) that it would make positions on the Aleutian chain more desirable, thus increasing the Company's ability to recruit personnel.

The Union concedes that the Carrier's proposal has merit in principle. However, the Union feels that the specific proposal made by the Carrier in negotiation requiring the taking of 2 weeks of vacation after 6 months' service is objectionable in that one of the prime motivating factors in accepting assignments outside the limits of the United States is to acquire a financial cushion which would be reduced by not having 4 weeks of vacation accumulated at the end of the second 6 months' period of service.

The Addendum to the Agreement referred to in the Carrier's proposal covers conditions of employment and proper wage rates for employees transferred or assigned as a result of bidding outside the continental United States. Cold Bay and Shemya are posts in the Aleutian chain where the Carrier maintains fueling and communication facilities. Presently there are 15 employees under the Mechanics and Related Personnel Agreement at Shemya and 2 such employees at Cold Bay.

The effect of the specific change in the Addendum sought by the Carrier as evidenced by the clause suggested during negotiation would be to cut the period of service before receiving a furlough from 6 months to 3 months and would allow 15 days' furlough at that time and would then permit another furlough of 15 days after another 3 months' service at which time 2 weeks of vacation time would also be used. It would not affect the number of days furlough or number of days vacation credit for a year's service.

There is no doubt that there are definite advantages to breaking up long periods of service in isolated locations. Bringing a man back to his normal environment at more frequent intervals would clearly result in improved morale and benefit the employee and his family. The carrier's willingness to liberalize the rule should certainly evoke a spirit of cooperation from the employee with respect to the taking of part of the vacation at the end of 6 months. This

greater period of time in normal environment after the second 3 months' period of service should be of greater benefit to the employee involved than the accumulation of so much more at the end of a year's service.

Inasmuch as the parties both consider this proposal as affecting only Shemya and Cold Bay we feel that whatever provision is eventually agreed to should be specific on that point. In all other respects we feel that the Carrier's Proposal has merit and should be adopted.

Recommendation:

That the Carrier's proposal should be adopted by negotiating provisions similar in wording to those proposed by the Carrier during negotiations, being specific, however, with respect to its application to service at Cold Bay and Shemya.

* * *

Northwest Airlines Proposal No. 18:

Addendum—Amend by excluding Anchorage, Alaska, and the Territory of Hawaii from the preamble, all sections and provisions of the Addendum.

In effect, this is a proposal to discontinue paying employees at Anchorage and in Hawaii the Foreign Service Bonus, and likewise double vacation accrual would be discontinued.

The Carrier, in making this proposal takes the position that circumstances have changed sufficiently in Alaska and Hawaii to justify the discontinuance of the special benefits represented by the Foreign Service Bonus and the double vacation accrual. It is argued that, for all practical purposes, life in these two areas is substantially the same as in the States. Such being the case, there is no longer any justification for these two special benefits.

The Union contends that these benefits should be continued; that despite the remarkable progress of both Alaska and Hawaii it is still something of a break with his regular home and community life for an employee to accept service in either Alaska or Hawaii. Therefore, it is appropriate that these benefits be continued.

The main argument made for these proposed changes is based upon the growth and development of Alaska and Hawaii. The Carrier has also cited certain other situations involving employees being transferred to Alaska or Hawaii where foreign service bonuses or vacation special benefits are not provided. In making this proposal the Carrier does not suggest the discontinuance of the cost of living special allowances made to employees at these points. It is recognized that the cost of living is still substantially higher there than in the States.

Despite the remarkable advances made in Alaska and Hawaii it is still a considerable break from his usual mode of living for an employee to be transferred from the States to Alaska. At the present time the Carrier has no employees of these classifications in Hawaii. So we are really talking primarily about service in Alaska. We are not convinced that circumstances have so changed in these places as to justify recommending the adoption of this proposal. Apparently, from the evidence before us, practices vary with employers as to whether they provide the benefits at issue for service in Alaska and Hawaii on the part of their employees.

The time may come eventually when it will be desirable to adopt such a proposal as the one here. We do not believe that time has arrived. Therefore, we will recommend that the proposal be withdrawn.

Recommendation:

That the proposal be withdrawn.

* * *

Northwest Airlines Proposal No. 19:

> Addendum: Create a new article in the addendum that will provide that management may establish at its option a monthly work schedule for employees assigned to certain stations with compensation to be established on a monthly basis in lieu of hourly rates.

The Carrier contends that the proposed rule would eliminate inequities in NWA's cost of operation as compared to competitors operating into the same areas and that more flexibility in hours of service is required for efficient and economical operation in view of infrequency of flight schedules. Carrier asserts that major U. S.-flag carriers do not apply domestic hours of service rules to personnel based in foreign countries and that the rule proposed is comparable with the hours of service provisions contained in collective bargaining agreements between NWA's primary Pacific competitors and their employees.

The Employees in resisting this proposal argue that the proposed provision would eliminate overtime. They assert that the main reason for employees accepting assignments outside the continental limits of the United States is to make additional money. The Union alleges that all the Company seeks to do is to pay the employee an additional 12 cents per hour (which he could make at home on the midnight shift) and at the same time require unlimited hours of service.

It is shown that two major U. S.-flag carriers operating overseas have agreements with IAM covering mechanics and related personnel

under which the provisions of the agreement do not apply to personnel assigned outside the continental limits of the United States. What their policy is with respect to rates of pay and hours of service is not shown. It is shown that the Pan American IAM Agreement provides that an employee transferred to foreign assignment is covered by the agreement but may be paid an hourly rate or at the option of the Company a monthly salary determined by multiplying the day shift rate plus twelve (12) cents times 173.3 rounded to the nearest dollar and that the monthly salary is considered as full compensation for all work performed at the station. This is the clause which NWA seeks to adopt.

The IAM Agreement on Pan American Airways does not cover mechanics and related personnel. What impelled the Union to agree to the above discussed provision with respect to the employees other than mechanical represented by it is not shown. However, it is apparent that the duties of those employees would differ from those of the mechanical class.

There is no doubt that the provision here sought could result in the complete elimination of overtime and permit the company to require unlimited hours of service once the monthly rate is established. To break down the well-established custom of paying this class of employees on an hourly basis with premium pay for overtime would require a much greater showing of hardship and weakened competitive position than has been demonstrated here. There is no indication that experience to date shows that these employees are not kept busy during their regular hours or that excessive overtime is made while excessive idle time is experienced during scheduled hours.

Recommendation:

That this proposal of the Carrier be withdrawn.

* * *

CAPITAL AIR LINES AND DISTRICT 144

District 144 (Capital) proposals numbers one and two, are that paragraphs (N) and (O) of Article X be amended to read as follows:

(N) An employee who accepts a supervisory position shall retain all seniority under the IAM contract for 60 days and if he does not return to a classification under the Contract before the expiration of 60 days, all accrued seniority shall be removed from the IAM Rosters.

(O) An employee who accepts any other position with the Company which is not covered by the Contract, shall retain seniority provided he obtains proper leave-of-absence approved by the Union and the Company, January 1 and July 1 of each year.

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The current provisions are as follows, including paragraph (M), which the proposals do not expressly affect:

(M) Employees of the Company who are in supervisory positions on June 1, 1957, shall retain, but not accrue, seniority in the classifications from which promoted. When any such employee returns to a position under this Agreement he must, within 60 days after notification by the Union, make payment to District 144, International Association of Machinists, for any moneys he would have paid, had he been under the coverage of this Agreement while he served as supervisor between October 1, 1950, and June 1, 1957, to be eligible for continued employment in a classification under this Agreement.

(N) An employee hereunder who, after June 1, 1957, accepts promotion or transfer to a supervisory position shall retain but not accrue seniority in the classifications from which transferred or promoted.

(O) Upon proper application and approval of the Company and the Union, employees may accept transfer to other than supervisory positions not covered by this Agreement for a period not to exceed six (6) months and extensions may be had by again making proper application to the Company and the Union for their approval. Upon approval of such transfer or extension the employee shall continue to accrue seniority in the classification from which transferred.

As will be noted, the proposal expressly relates only to paragraphs (N) and (O), and not to (M), which affects employees who were already in supervisory positions on June 1, 1957, and who must on returning to a position under the Agreement, pay all moneys they would have paid as Union members between October 1, 1950, and June 1, 1957.

Under current rule (N) an employee accepting promotion to a supervisory position after June 1, 1957, retains but does not further accrue seniority.

Under proposal No. 1, he shall retain seniority for only 60 days, and shall lose it unless within that time he returns to a position under the Contract.

Under present rule (O) employees promoted to other than supervisory positions not covered by the Contract may retain and continue to accrue seniority for periods not to exceed 6 months at a time upon application to and approval by both Company and Union.

Under Proposal No. 2, they may retain (but not continue to accrue) seniority by such approval of Union and Company as of January 1 and July 1 of each year. The essential change is to limit them to retention of seniority without further accrual.

As stated above, the overwhelming practice in the industry is to preserve seniority for employees promoted to supervisory positions, about one-half of the major carriers having retention and accrual, and the others having retention only. With regard to those promoted to other than supervisory positions, the practice is still general but less extensive and largely limited to retention for definite periods without accrual.

Proposal No. 1 is not in accord with the industry practice and in the Board's opinion should be withdrawn.

Proposal No. 2 is in accord with the practice. Furthermore, it will extend to those promoted to nonsupervisory positions under current rules. As above noted, the general industry practice is to accord less, rather than greater seniority protection to those in nonsupervisory positions.

Recommendation:

That Proposal No. 1 be withdrawn and Proposal No. 2 adopted.

* * *

District 144 (Capital) Proposal No. 4:

Article VII. Provide double time for working a holiday. Means triple time if worked.

This proposal was stated in greater detail by District No. 144 as follows:

Delete Paragraph B of Article VII on Page 15 and insert: Overtime rate of double time shall be paid for all time worked in excess of twelve (12) hours in any 24-hour period, for all time worked in excess of eight (8) hours on one of the two regularly scheduled days off; and for all time worked on the second regularly scheduled day off.

Employees hereunder shall observe the following holidays except that where absolutely necessary a skeleton force may be kept on duty in the line maintenance department:

New Year's Day	Washington's Birthday
Independence Day	Labor Day
Christmas Day	Memorial Day
Thanksgiving Day	

All employees hereunder shall be paid straight time, 8 hours each day, for seven holidays each year and, in addition, those who work shall receive double time for each hour worked.

Should any of the above listed holidays fall on a Sunday the following Monday shall be considered the holiday.

The effect of this proposal is to provide in the contract for triple time for holidays when worked. In addition, the proposal introduced somewhat more restrictive language with respect to when and under what circumstances employees may be required to work on holidays.

District 144 takes the position that the present contract provisions where it is specified that double time will be paid for holidays worked, do not adequately compensate the employees for the inconvenience of working on holidays. It is argued that the net result is that employees work for straight time since they would receive straight-time pay if they did not work at all.

The carrier takes the position that the present contract provisions fully compensate employees who are required to work on holidays.

It is pointed out that the public responsibilities of an airline are such that operations cannot be suspended on a holiday. Therefore, the triple-time proposal would work an unreasonable hardship upon the carrier since it would be unable to protect itself by suspending holiday operations.

The observations made in commenting upon this same type of proposal in connection with District 143 and Northwest Airlines are equally applicable here. The record in the instant situation does not reveal any compelling reasons for departing from the general practice in the industry on this matter. The present Article VII (b) in the contract between Capital and District 144 conforms to the practice in the industry with respect to the amount and manner of compensation for holidays worked. We are shown no justification for recommending the adoption of the triple-time pay proposal. We shall, therefore, recommend that this proposal be withdrawn.

Recommendation:

That the proposal for triple-time pay for holidays worked be withdrawn.

* * *

District 144 (Capital) Proposal No. 5:

That Article XI (i) be amended to provide that employees transferred from one station to another as a result of bidding or for any other reason shall be allowed 2 days' travel time for each such move and without loss of time.

The current provision is that employees who move from one station to another as a result of bidding "shall not lose time while in transit, provided that no employee shall be paid more than 2 days in any calendar year under this rule unless the job fails to continue for at least three (3) months."

In other words, the present rule does not give the employee 2 days on each move, but provides that he shall receive no more than 2 travel days in any calendar year unless the first job to which he moves fails to continue for at least 3 months.

The Union's position is that even if each such move is the result of bidding the employee should be allowed 2 days' travel time on each, no matter how often he moves.

The Company's position is that the proposal would tend to increase the number of moves an employee might make, with resulting increases in administrative burdens and training costs on new jobs, and that it might even encourage seasonal moves north and south.

The record shows that of the 12 major airlines whose rules and practices could be ascertained Capital is the only one having any

provision of the kind. It is therefore clear that there is no established practice in the industry concerning it and that Capital's present provision is in advance of all others.

Recommendation:

That the proposal be withdrawn.

* * *

District 144 (Capital) Proposal No. 6:

Article XI—Delete Paragraph (O) on Page 28 and insert the following:

> When an employee is the senior bidder for a position and rejects the job after being notified to report to work on the new position, he shall forfeit his right to bid for any position in the same classification for a period of three (3) months from the date of such refusal. This shall not apply in cases involving changing of shifts only. The employee must accept or reject the job awarded to him within 48 hours of being notified that he is successful bidder.

The material change involved in this proposal is the addition to the present rule of the following sentence in the above quoted proposal: "This shall not apply in cases involving changing of shifts only."

The Union contends that this proposed addition is justified and necessary to protect an employee against hardship which might flow from an unforeseen development that prevented the employee from accepting a job award after placing a bid on the job. It is argued that such a provision would not have the effect of increasing materially the number of bid postings which would have to be made.

Capital contends that this proposal, if adopted, would greatly increase the number of bid postings with the result of more administrative cost and longer time delays in filling vacancies. The Company argues that such a penalty provision as the one now in the contract is necessary to deter the employees from placing frivolous bids for jobs which they do not really want.

The proposal here being considered is put forward by the Union for the purpose of exempting shift bids from the three months penalty period set out in Article XI (d) of the agreement. The adoption of this proposal would probably result in a nominal increase in bid postings. However, we do not believe that a serious increase would result. There are situations that arise which might cause an employee not to accept a job on another shift on which he had placed a bid in good faith. We are inclined to the view that he should not be penalized by being "frozen" for a 3 months' period under such circumstances. There is reason to believe that an employee will not ordinarily bid to another shift unless he really wishes to move to such shift.

Recommendation:

That the proposal be adopted with such safeguards as the parties may negotiate.

* * *

District 144 (Capital) Proposal No. 7:

To change Article XIII, to provide for 3 weeks' vacation after 5 years and 4 weeks after 10 years.

This proposal would delete paragraph (d) of the present Article XIII, and substitute therefor language which would provide for 3 weeks' vacation after 5 years of service and 4 weeks after 10 years of service. The proposal here involved is similar to the proposal made to Eastern Air Lines by District 100, except that District 144 is requesting 3 weeks' vacation after 5 years of service instead of after 10 years, and 4 weeks after 10 years instead of after 20 years.

The position taken by District 144 on this matter is essentially the same as that taken by District 100 outlined in the discussion of the vacation proposal made to Eastern. It is that as employees become older in the service of the Carrier a more adequate vacation arrangement should be provided.

Capital's position on this matter is basically the same as that of Eastern; that the plan now in effect is adequate and satisfactory.

The same observations made in the discussion of the proposal to Eastern by District 100 are largely applicable here. The record does not support a finding that the existing vacation provisions are substandard when compared with practices on other airlines or in industry generally. We are given no reasons of substantial merit which would justify the Board in making a recommendation supporting the vacation proposal.

Recommendation:

That the vacation proposal of District 144 outlined above be withdrawn.

* * *

District 144 (Capital) Proposals Nos. 9 and 10:

Union proposals 8, 9, and 10 are for the liberalization of Article XIV, the sick- and injury-leave portion of the Agreement. It now provides for credit of 1 day's sick leave for each month of continuous service up to a total credit of about 60 days. Sick-leave pay is at the employee's regular rate, but is not allowed for the first day of illness unless he is sent home by the Company. Sick-leave credit can be used also for occupational injuries, in which case any workmen's compensation payments are delivered to the company and

sick-leave credit is restored to the extent that they offset the sick-leave payments.

Proposal 8 is for a credit of 1 day of injury leave in addition to 1 day of sick leave for each month of service, without limit, and also for the exchange of 10 days' sick leave for 5 days' vacation when an employee has accrued more than 60 days' sick leave. Proposals 9 and 10 would remove the limitation against sick-leave pay for the first day, permit borrowing between sick-leave and injury-leave credits and deduct no leave credit for injury on the job.

The record shows that the agreements and practices on the other 12 trunkline air carriers provide limits of accrual of sick-leave credit; 9 limit it to 60 days, 1 to 120 days, 1 to 48 days, and 1 to 45 days. Thus Capital's provision follows the industry practice of the great majority in this regard, and is exceeded by only one.

Without separate accrual Capital permits the use of sick-leave credit for all occupational injury. Several other airlines have similar provisions. Only 3 of the 12 other major airlines permit separate accrual of injury leave. Braniff allows a maximum of 48 days and Continental allows a maximum of 60 days after the first 6 months of service; Eastern allows a maximum of 60 days after the probationary period. From the record no other airline appears to provide for separate accrual of injury leave, and there is no established injury-leave practice in that respect. Nor is there any showing of interchange provisions between sick leave and injury leave.

With respect to the waiting period, 6 of the other 12 trunk airlines provide no waiting period for sick-leave payment, 1 provides 3 days waiting period during the first 3 years and none thereafter, another provides 3 days waiting period if there is less than 12 days accumulated credit, and 4 provide a 1-day waiting period, 3 of them with further restrictions for shorter service. In this respect also Capital's provision seems substantially to meet the average practice of the industry.

No precedent in this or general industry has been cited for the proposal to convert 10 days of accumulated sick leave into 5 days of vacation, which would entirely alter the purpose for which it was established. The argument is made that this proposal would induce employees to work when they do not feel well, which is not in the interest of either employee nor employer. According to the record this provision would cost the Carrier in excess of $26,000.00 per year without substantial benefit, and perhaps with actual detriment, to employees.

Recommendation:

That this proposal be withdrawn.

* * *

District 144 (Capital) Proposal No. 15:

Article XX * * * Delete paragraph H and insert the following:

> Employees who work the afternoon shift will be paid fifteen (15¢) cents per hour additional compensation over the rate paid on the day shift for all hours worked.
>
> Employees who work the night shift will be paid twenty (20¢) cents per hour additional compensation over the rate paid on the day shift for all hours worked. The shift increase shall become a part of the base pay in all computations so long as the employee is assigned to afternoon or night shift.
>
> Employees on rotating shift shall receive 25¢ per hour additional compensation.
>
> Any shift starting at 12:00 noon, or later, and before 6:00 p. m., shall be considered an afternoon shift, and any shift starting at 6:00 p. m., or later, and before 6:00 a. m. shall be considered as night shift.

The position of the employees and Carrier here involved with respect to this proposal is essentially the same as that set forth in our treatment of increased shift differentials in the case of Eastern Air Lines. For the reasons stated in our comment there we find no justification for any change in the current shift differential.

Recommendation:

That the Union proposal be withdrawn.

* * *

District 144 (Capital) Proposal No. 16:

Delete Paragraph (i) of Article XX on Page 48 and insert the following:

> Employees assigned to fuel tank repair shall be paid an additional ten cents (10¢) per hour above their base rate with a minimum of eight (8) hours for each day so assigned. No employee will be assigned to fuel tank repair against his wishes.

The net effect of this proposal is mainly to delete "integral gas tank repair" and substitute therefor the words "fuel tank repair." However, there is some controversy between the parties as to whether the word "integral" was to be deleted as the Union's proposal was originally submitted.

District 144 asks for this change, and contends that it is necessary to have the provision clearly stated in the contract. The Union submits that the ten cents per hour premium is being paid for this work even though most of the Carrier's current equipment is not fueled

with gasoline, nor do most of the planes now flown contain "integral" tanks.

It is argued by the Union that this type work on the present equipment is just as hazardous and as unpleasant as the work on the equipment being flown at the time the present contract provision was written.

The Carrier opposes this proposal by the Union, and contends that there is nothing in the nature of the work involved to justify a premium rate. The fuel tanks used on most of the planes at the present time are quite different from those which were in use at the time the 10 cents per hour premium was agreed upon for specified types of tanks.

The record before the Board reveals considerable controversy between the parties with respect to the degree of unpleasantness and possible hazard involved in the fuel tank repair work. Some years ago the parties saw fit to write into their agreement a provision for a ten cents per hour premium for work performed on "integral gas tanks." Since that time the Carrier has procured new equipment, a good part of which is not fueled with gasoline, and which is equipped with removable fuel tanks rather than "integral" tanks. However, the record shows that the Carrier has been paying the premium for such work performed on this new equipment as well as on the old types of equipment. Thus the present proposal is substantially to confirm such present practice in contractual form.

The preponderance of the evidence before the Board does not indicate that the unpleasantness or the hazard in this work is materially less than it was on the older equipment. The Carrier has not asked the Board to recommend that the practice of paying this premium be discontinued. Therefore, there is no proposal before the Board to do this.

In the course of the hearing before the Board there was some disagreement with respect to whether the Union's proposal included the deletion of the word "integral." The Board is concerned with making a recommendation which will aid in solving the dispute, not in making technical rulings with respect to these matters. We apprehend that the whole phrase "integral gas tank" is involved in the dispute. Therefore, the recommendation will go to this broader question, rather than dealing only with the substitution of the word "fuel" for the word "gas."

Recommendation:

That the proposal be adopted.

* * *

District 144 (Capital) Proposal No. 18:

It is the proposal of the Union that the parties review the language and all provisions of the present apprenticeship standards as negotiated in 1946 and subsequently approved by the Labor Department and make necessary corrections and/or improvements and such revised program to be placed in full force and effect within six months after the signing of the amendments being negotiated now (October 1957).

The position of the employees and Carrier here involved with respect to this proposal is essentially the same as that set forth in our treatment of this matter in the case of Northwest. For the reasons stated in our comment there we find no justification for the change proposed.

Recommendation:

That the proposal be withdrawn.

* * *

District 144 (Capital) Proposal No. 20:

Article II * * * Paragraph (b) 7 Page 5 and new amendment of May 9, 1957. Delete #7 and insert the following:

Mechanics will be assigned at every station on the Capital Airlines System where there is more than one landing during an 8-hour period. Where no mechanics are located a mechanic will be sent in from the nearest station having mechanics at least once every 30 days to check on equipment and make necessary repairs. A mechanic will be called to make repairs between regular visits.

In support of this proposal the Union argues that Ground Servicemen have been performing work which for many years has been considered as belonging to mechanics.

The Company contends that in 50 percent of the stations at least the time spent by maintenance employees would require 4 hours per shift at most and that if this proposal were adopted the Company would be required to assign maintenance personnel plus vacation and relief coverage at every station on Capital's system at prohibitive cost.

After extensive negotiation and mediation the parties entered into an agreement on May 5, 1957, as follows:

(b) 7. The handling of and preventive maintenance of ground equipment at line stations where no maintenance employees are located.

The servicing of aircraft at stations where no maintenance employees are located. It is agreed that maintenance employees will be located at stations where more than one Viscount is serviced per shift on a regular basis. At these stations, fuelers (if assigned) may be used to perform occasional preventive maintenance and light repair work on ground equipment.

Mechanics will be assigned at stations where checks are performed on a regular basis and where an airplane is on the ground overnight.

The above language was substituted for a provision excepting certain work from the "scope" rule of the agreement which excepted "Work now performed by outside companies but in no greater quantities than now performed."

There is no showing of any changed condition since May 9, 1957, to indicate that a change in the current provision is indicated. The current provision affords reasonable protection to the employees against material encroachment upon work which they consider subject to the agreement and affords the Carrier a reasonable amount of flexibility in that it is not hampered by a too literal or stringent application of the scope rule. It appears to be fair to both parties. We find no basis upon which to recommend favorably on this proposal.

Recommendation:

That the proposal be withdrawn.

* * *

District 144 (Capital) Proposal No. 21:

Delete Paragraph (a) of Article V and insert the following:

FUELER

The duties of Fuelers shall consist of driving fuel trucks, servicing airplanes with fuel and oil, operating bulk fuel storage facilities, cleaning and servicing with fuel and oil the trucks they use, and making minor adjustments to same. Fuelers shall be assigned only at stations where fifty (50) or more mechanics are maintained.

The Union argues in support of this proposal that fuelers are maintaining equipment and doing other mechanics work and therefore a reasonable number of mechanics (not necessarily 50) should be working at a station before fuelers are employed, to prevent this abuse.

The Company contends that this proposal if adopted would unreasonably restrict the placement of fuelers on the system and that it is an arbitrary determination of complement and classification without regard to the extent or character of the workload.

This proposal is somewhat corollary to Proposal No. 20. The classification of fueler in lieu of ground serviceman was provided for in the May 5, 1957, agreement referred to in our comments in connection with District 144's proposal No. 20. Here again there has been no showing of a sufficient change of circumstances since May 5, 1957, to warrant any change in such a recently established working condition. Obviously, the rule proposed by the employees would render impossible the assignment of fuelers at all but the largest stations on Capital's system.

Recommendation:

That this proposal be withdrawn.

* * *

District 144 (Capital) Proposal No. 22:

Add new Paragraph to Section (a) of Article V:

> Employees who are now mechanics trainees will be assigned to performing mechanics work with mechanics a minimum of 1 day a week in order to assist them in preparing for government examinations. Mechanics trainees who may be laid off in a reduction in force will be reassigned to the Washington Base upon application from the employees. Seniority will remain at home stations. If a mechanic trainee does not desire to move to Washington he may take the layoff.

The Union contends that this proposal is justified as a way of assuring that mechanic trainees will have the maximum opportunity for training and preparing for their license examinations; this would be to the advantage of the Company as well as to the employees. The Union argues that the proposal is further justified by the fact that the Carrier has made no significant effort to provide this type of mechanics' training for these employees. The proposal would also provide stability in the trainees' ranks until their training could be completed and their licenses secured.

Capital Airlines takes the position that this proposal is unwarranted and unacceptable. Capital states that the proposal would make for such inflexible job assignments that it would be difficult for the Carrier to operate economically with such a rule. It is asserted that it would also upset any predictable pattern of station complements. It is pointed out also that the rule would make it virtually impossible to reduce the number of trainees in the event a serious reduction in force might be required. The Carrier argues further that it should be mainly the responsibility of the trainee himself to progress to the point where he can secure his licenses.

The record shows that there is considerable history back of this proposal. Suffice it to say here that Article V (a) was negotiated between the parties for the purpose of meeting certain problems related to ground service employees. It is unnecessary to review the details of this matter here. In any event, District 144 is dissatisfied with the training opportunities the Carrier has afforded these trainees under Article V (a). Consequently the proposal is made to require the Carrier to assign such trainee to mechanics' work with mechanics for at least 1 day per week.

The proposal further provides that any trainee who is subject to layoff in a reduction in force will be reassigned at the Washington Base upon his request.

With respect to the first part of this proposed rule, we concede the desirability of a trainee having the opportunity to work with mechanics, but we are not convinced by the evidence that such desirability justifies an inflexible rule of the sort proposed here. Such a rule would undoubtedly pose difficulties in scheduling and assigning which would, in our judgment, outweigh the gains to be achieved.

The second part of the proposal appears to have less merit than the first part. We fail to see any justifiable reason for enabling the trainee to demand a move to the Washington Base under the circumstances specified. Such a contract provision would make for very considerable difficulty in the proper manning of stations and might present very serious problems for the Washington Base in the event of a substantial reduction in force. It is our conclusion that the proposal should be withdrawn.

Recommendation:

That this proposal be withdrawn.

* * *

District 144 (Capital) Proposal No. 23:

Add new Paragraph to Article XVIII Paragraph G Page 43 as follows:

> No employee hereunder will be required to work on or about an aircraft which is suspected of containing a bomb on board. Any employee who volunteers his services during such a situation shall be covered by a $100,000.00 insurance policy to be paid to his dependents in case of death or to be paid in full to employee in cases of injury.

Although this Carrier in its presentation made no concession with respect to insurance coverage in all other respects its position is similar to that taken by TWA on this issue. Our views with respect to this proposal are the same as we indicated in our discussion of the proposal made on TWA. Accordingly we make the same recommendation here as we did there.

Recommendation:

That the request for premium pay for participating in a bomb-scare investigation be withdrawn. It is further recommended that the Carrier and employees negotiate an agreement provision clearly setting forth the recognition of work on a plane or planes on which there is a bomb scare as being voluntary on the part of the employees and affording Carrier paid insurance coverage in the amount of $100,000 per employee while so engaged and affording a reasonable scale of disability payments.

* * *

District 144 (Capital) Proposal No. 25:

Union Proposal No. 25 is that the tool insurance coverage against the loss or theft of mechanics' tools, which is now provided by Capital at its sole expense, be increased from $300.00 with $25.00 deductible, to $500.00 without deduction. The record indicates that insurance of the kind is not common in industries generally or in the air transport industry, Capital being the only airline shown to provide it. The record shows that a few such losses have occurred from time to time, but not that any have been the fault of the Carrier or have exceeded the present $300.00 limit.

As in the case of automobile collision insurance the small-loss deductible provision insures the owner against substantial losses without relieving him from minor losses or from some responsibility of his own. It is common knowledge that elimination of small deductible provisions of the kind substantially increases insurance costs. No reason is shown why the Carrier should assume this further burden, since it is the only air carrier shown to have assumed any burden of insurance for loss of tools.

Recommendation:

That the proposal be withdrawn.

* * *

District 144 (Capital) Proposal No. 29:

That Paragraph (a) of Article XV be amended to read as follows:

Employees hereunder who have completed 5 years service shall be given an annual space available pass. After 10 years service the spouse of the employee shall be given an annual space available pass. A minimum of five round-trip foreign passes shall be made available to each employee and members of his family upon request of the employee. A minimum of 12 round-trip passes to any point on the system shall be furnished the employee and each member of his family upon request of the employee.

The present provision is that:

Employees hereunder and their immediate family shall be allowed reasonable space available transportation, equal to allowances made to other employees upon application to their Department Superintendent.

The present pass policy of Capital is to allow five passes per calendar year for each employee after 3 months' service, and five for his immediate family residing with him after 6 months' service. The mother, father, and children not included in the immediate family are entitled to receive two passes per calendar year for vacation or personal reasons, and after 15 years of service an annual pass grants the

employee unlimited pass privileges for his wife and dependent children. Additional passes are granted under various circumstances, such as emergencies, applications for employment, educational trips, grievance hearings and negotiation meetings, leaves of absence, military leaves, retirement, termination of employment, transfers to other positions and two passes per year for widows and minor children. Most of these are subject to service charges of $1.50 one way or $3.00 round trip. In addition, regardless of length of service, the employees, their wives, and dependent children may purchase half-fare tickets. There are also provisions for interline passes dependent upon the practice of other airlines.

The record shows that of the eight carriers with which IAM has contracts all but two have provisions virtually the same as Capital's and none have provisions even approximately equivalent to the proposal. Furthermore, it appears that the present pass policies of Capital are at least equal to any others shown in the record.

Recommendation:

That this proposal be withdrawn.

* * *

District 144 (Capital) Proposal No. 31:

Delete second Paragraph of Article X (e) on Page 21 and insert the following:

> New employees shall be assigned to the least desired shift from their first day of employment. The Company shall furnish the General Chairman with two copies of a list each month showing names, classifications, rates of pay, departments and addresses of all new employees and any employee movement during the previous month.

The major change proposed here is to be found in the first sentence of the proposal. Under the present Agreement the Carrier may assign new employees "to any shift during the first ninety (90) days of employment."

District 144 contends that this change is desirable since it would prevent probationary employees from holding jobs on preferable shifts which other employees with more seniority have a right to hold. It is contended further that the Carrier has been remiss in not moving these new employees to other shifts by the end of the period of 90 days, with the result that older employees with more seniority have been blocked from taking jobs to which their seniority entitled them.

The Carrier opposes this proposal on the ground that it would unduly limit the Carrier's right to place new employees to the greatest advantage. Furthermore, it would have the result of concentrat-

ing the least experienced personnel on one shift where training and supervision would be less available than on other shifts.

This proposal seeks mainly the removal of the 90-day clause from the cited contract section, thereby requiring the Carrier to assign new employees initially to the least desired shift. The proposal also contemplates certain other minor changes, but these are subsidiary to the major objective of the proposal.

Apparently this proposal is made chiefly because District 144 believes that the Carrier has improperly utilized its rights under the 90-day clause. Conceding *arguendo* that the rule has been abused it does not follow that the existing rule should be abolished. There appear to be sound reasons for providing considerable latitude in the assignment of new employees for the first 90 days. It is also to their advantage as well as that of the Carrier, to give them the best training and supervision possible during this initial period of employment. The Carrier is quite understandably concerned about the experience level on the least desired shift if it is forced to load such shift with new men.

We are of the view that such problems as may exist with respect to the 90-day clause can best be handled by the parties as they arise, and not by making the sort of change contemplated in this proposal. In our judgment, the proposal should be withdrawn.

Recommendation:

That the proposal be withdrawn.

* * *

District 144 (Capital) Proposal No. 32:

Inspectors Work: Add the following to the first Paragraph of (b) Article IV on Page 7:

It is understood that all inspection on or about aircraft and automotive equipment shall be performed by Inspectors.

Lead Mechanics Duties * * * Delete present #1 of Paragraph (c) Article IV on Page 8 and insert the following:

1. Be the employee who assigns work to mechanics and employees in lower classifications. When it is practicable to do so the Lead Mechanic shall perform mechanics work along with his crew.

The District asserts that more and more inspection work is being performed by mechanics. With regard to the second part of the proposal the District contends that the Company has been abusing the flexibility afforded it in that Lead Mechanics work considerable distances from some of the individuals whom they supervise and other supervisory employees are assigning and directing their work.

The Carrier contends that there are job assignments which normally require a mechanic to do his own inspecting; that particularly is this true in connection with automotive work. With regard to the second part of the proposal the Carrier contends that it is impractical to confine the duty of assigning work to the Lead Mechanic. Further, that the adoption of the Union proposal will probably result in less production work by the Leads.

We have already indicated our opinion with respect to the question of exclusive performance of the work of making and revising work assignments by Lead Mechanics in our discussion of a similar Union proposal on Trans World Airlines. This proposal would go even further in removing from the job description of the Lead Mechanic the somewhat standard wording "as a working member of his crew." The elimination of that language and the substitution of the language proposed by the Union would destroy the traditional relationship between the Mechanic and the Lead. The language suggested by the Union does not clearly point up the requirement of the Lead Mechanic to engage in productive work.

The description of inspector's work in the present agreement is sufficiently embracing to protect the employees. It would be most unreasonable to hold the Carrier to a rule which would not permit a mechanic or other workman to inspect his own work in those areas where his skill should be sufficient to enable him to do so and where the need of additional checking by another employee is neither required by law nor by accepted standards of efficient maintenance.

Recommendation:

That this proposal be withdrawn.

* * *

District 144 (Capital) Proposal No. 33:

That Article XIX, paragraph (g) be amended to read as follows:

Employees covered by this Agreement shall be expected to work on aircraft outside of hangars during inclement weather except to dispatch trips from the terminal. Individual rain suits, parkas, boots, gloves and any other necessary foul weather gear will be furnished free to all employees who work outside of shops or hangars.

The paragraph now reads:

Employees covered by this Agreement shall not be required to work on aircraft ouptside of hangars during inclement weather when hangar space is available to the Company. This clause shall not apply to emergency work on aircraft for immediate service. Suitable rain suits or protective outer garments shall be kept available to all shops or points by the Company. The Company will supply cold

weather gear at Norfolk, Charleston, Washington and all stations north to Line Maintenance employees.

As noted above with reference to our discussion of a similar proposal by District 100 (Eastern), the usual provision in the industry is that special garments be kept available, as in Capital's present rule, rather than delivered to each employee for his exclusive use. Five of the thirteen domestic trunk airlines have no provision for either cold weather or rain clothing; seven, including Capital, provide that suitable rain clothing be kept available, four provide that cold weather clothing be available for employees required to work outside at northern points; two provide for winter clothing where needed; and one provides for the furnishing of such equipment to each employee where the temperature indicates need.

The industry practice provides for major items of rain and winter clothing, but not for smaller articles such as boots, overshoes, and gloves.

The first part of the proposal would forbid all outside work except that necessary to permit the departure of aircraft, whereas at present it is forbidden only if hangar space is not available. There is nothing either in the record or in industry practice to warrant the change. The second part of the rule is already in accord with industry practice, and seems adequate. In fact the evidence on this point was directed almost entirely to the claimed inadequacy of the clothing supplied under the present rule rather than to the insufficiency of the rule itself.

Recommendation:

That the proposal be withdrawn.

* * *

Capital Airlines Proposal No. 1 is for the addition of a new Paragraph 8 to the scope rule, Article II, definitely excepting therefrom "all construction at any or all installations other than the Overhaul Base at Washington, D. C."

The meaning of the scope rule is rather indefinite and the Company's position is that it should be clarified so that the Company can safely proceed with work which it believes not to be within the Agreement.

The scope rule reads in part as follows:

(b) The Company agrees that the making, assembling, erecting, dismantling and repairing of all machinery, mechanical equipment, engines and motors of all descriptions, including all work involved in dismantling, overhauling, repairing, fabricating, assembling, welding and erecting all parts of airplanes, airplane engines, radio equipment, electrical systems, heating systems, hydraulic systems and machine tool work in connection therewith, including all main-

tenance, construction, and inspection work in and around all shops, hangars and building, and including the servicing, cleaning and polishing of airplanes and parts thereof, the servicing and handling of all ground equipment performed in and about Company shops, Maintenance Bases, Overhaul Bases, Line Service Stations or wherever performed, is recognized as coming within the jurisdiction of the International Association of Machinists, and is covered by this Agreement.

If construction work on buildings is included in the scope rule it is by virtue of the wording in the above provision "including all maintenance, construction, and inspection work in and around all shops, hangars, and buildings."

This Board's duties do not include the interpretation of rules, but merely the recommendation that proposals be adopted or withdrawn.

During the hearings the Company's evidence indicated that its chief interest was in the construction, repair, remodeling and painting of buildings and installations other than at the Overhaul Base at Washington.

In the opinion of the Board the clause proposed, which refers only to construction, would not accomplish the Company's expressed purpose, and a favorable recommendation thereon would be unavailing.

Recommendation:

That the proposal be withdrawn.

* * *

Capital Airline Proposal No. 2:

Add to Article IV:

It is agreed that an employee under this agreement may perform the work of a lower-rated classification provided he receives the rate of pay he would receive for performing work in his classification.

This same type of proposal was discussed under Northwest Airlines Carrier Proposal No. 3. Here, the existing agreement contains no rule similar to that found in the Northwest Agreement. The Carrier's position with respect to justification for this proposal is similar to that set forth in our discussion of the Northwest proposal. The employees' objection to the granting of this proposal essentially is based upon two principal arguments: (1) That it places a weapon in the hands of supervisory personnel who might as punishment for real or imagined offenses assign higher-rated employees to lower-rated work; and (2) that it would result in declassifying higher-rated employees.

We find little substance in the objections raised by the employees. As we indicated in our comments relative to the Northwest proposal the rule is practically a self-policing one. Supervisors making such unnecessary assignments because of pique or as a retaliatory measure

would certainly adversely affect an economical and efficient operation. An employee who receives a higher rate for lower-rated work can hardly be said to have been declassified. Naturally, it behooves the Carrier to utilize the skills of its employees to the utmost and it would be anticipated that assignments of the higher-rated employee to lower-rated work would be temporary.

Recommendation:

It is recommended that the Carrier and employee negotiate a rule in accordance with the proposal submitted by the Carrier, but limiting to a temporary basis the assignment of higher-rated employees to lower-rated work.

* * *

Capital Airlines Proposal No. 4 would amend Article VI (b) to provide for a 7-day workweek in overhaul shops.

Article VI now recognizes the seven-day operation of the airline industry at line service stations and maintenance bases, but provides that "five (5) consecutive days of eight (8) hours each, Monday to Friday inclusive, shall constitute a standard work-week in overhaul shops."

The proposal would remove a barrier against the use of the overhaul base as a continuous operation throughout the week and thus minimize the expensive grounding of aircraft by permitting overhaul to continue on Saturdays and Sundays. Its importance is shown in our discussion of a similar proposal by Northwest.

As was shown in that discussion, the essential seven-day nature of the airline industry is generally recognized; of the 13 major airlines, 11 have the 7-day workweek at overhaul bases as well as elsewhere in their operations; only 1 is limited to 6 days, and only Capital is limited to 5. Most of them, either by rule or voluntarily in deference to their employees' preferences, reduce their Saturday and Sunday overhaul base operations to a minimum, but they have the right to perform on those days any work found necessary, without punitive overtime wage rates.

As stated in our discussion of Northwest's company proposal on this point, we consider the full seven day week essential to the competitive position of major airlines, subject to the proviso that every reasonable effort be made to minimize Saturday and Sunday work.

Recommendation:

That this proposal be adopted.

* * *

Capital Airlines Proposal No. 5:

Add "inspector" to language of Article XI (c) First sentence.

Add the following:

The successful bidder for an inspector's vacancy or new position shall be the senior bidder who has a year's experience in line maintenance if the opening is in the inspection section, or shall be the senior bidder who has a year's experience in the Engine Shop if the opening or new position is in Engine Shop Inspection.

Capital Airlines argues that the above-stated proposal is necessary to insure fully qualified inspectors bidding for jobs as indicated. It is contended further that the current contract provisions do not require adequate experience to assure responsible performance of their duties. It is Capital's position that the same requirements in this respect should obtain for inspectors as the contract now requires for lead inspectors and lead mechanics seeking to assert a bid.

District 144 contends that the proposal is unnecessary and that, in any event, it would not accomplish the objectives sought by the Company. It is argued that inspectors' duties are so varied that a year's experience as suggested in the proposal would give no greater assurance of qualifications than the present system.

In this proposal the Carrier is asking to include "inspector" under the coverage of experience requirements set out in Article X (c) for lead inspectors and lead mechanics who seek to bid on a job vacancy. It appears from the record that even inspectors who have had a year or more of experience as specified in the proposal, must go through a familiarization program when becoming an inspector. We are not convinced by the evidence that this would be materially changed with the adoption of the proposal. Neither does the record present any substantial evidence that the present system is not working in a satisfactory manner. On the basis of the record before us we are not convinced that it would be desirable to adopt this proposal. We will, therefore, recommend it be withdrawn.

Recommendation:

That the proposal be withdrawn.

* * *

Capital Airlines Proposal No. 6:

Article XI (a) * * * Change "may" to "must" in first sentence. Add the following:

If there are no preferences on file, the position will be bulletined and awarded in accordance with Paragraph (e) of this article, except that bidders on the same shift as the vacancy or new position shall be bypassed.

This proposal by Capital Airlines is somewhat similar to a proposal made by Northwest as Proposal No. 7 and discussed in connection with the issues between Northwest and District 143.

Capital Airlines takes the position that all lateral moves should be made by a preference system rather than by bidding. It is argued that the permissiveness of the use of a preference system should be changed to a requirement that such a system be used. The Carrier contends that such an arrangement would greatly facilitate the filling of vacancies and make it possible for employees seeking to move to do so much more expeditiously. Further, the Carrier argues that the plan would also remove a considerable administrative burden.

District 144 opposes this proposal. It contends that such a plan would frequently discriminate against senior employees who for some reason had not filed a preference or who might ask to move because of sudden unsatisfactory conditions on the job. It is argued that the present "may" gives the Company all of the essential benefits which it seeks in this proposal.

The present contract between the Carrier and District 144 contains a permissive preference system applicable under certain specified conditions. The Carrier seeks to make the preference system the exclusive means for lateral moves, subject to defined limitations, except where no preferences are on file. As indicated in our discussion of a similar issue between Northwest Airlines and District 143, we think the preference system is sound in principle and that it provides a simplified method for filling vacancies in an industry such as this one. We recognize that the parties will wish to include protective language, particularly with respect to an adequate system of communication whereby the Union and the employees can be kept fully informed regarding vacancies and the filling of jobs.

While we recommend that the Carrier's proposal be adopted in principle, we do have some doubts about including the last part of the proposed additional sentence: "* * * except that bidders on the same shift as the vacancy or new position shall be bypassed." The parties, who are familiar with the detailed day-by-day operations of the airline, can modify this language by negotiation so that it will be somewhat less restrictive.

Recommendation:

That the proposal be adopted in principle, subject to such safeguards as the parties may wish to include.

* * *

Capital Airlines Proposal No. 7:

Change Article XI (d) to read:

> Except as mutually agreed by the Company and the Union, no employee hereunder shall be permitted to move from one department to another, in the same classification, more than once in any three-year period.
>
> Employees may be transferred by the Company to other jobs for any period of less than thirty (30) days. An employee's classification or shift will not be changed under this rule. No arbitrary transfers will be made.
>
> It is understood and agreed that any employee hereunder is permitted to bid at any time for a more desired shift in his same classification, to bid for a premium job in his same classification, or to bid for a job in a higher classification.

The major intent of this proposal is to extend the so-called "freeze" provided for in Article XI from the present 12 months (except for certain radio and electric shop employees, where it is 15 months) to 3 years. While there would be certain other adjustments if the proposal were adopted, this extension is the major change.

The Carrier contends that this proposal, if adopted, would contribute to a greater stability in job occupancy and would allow the Carrier to utilize more fully the skills which an employee has acquired through experience in a shop or a department. The Carrier argues that frequent moves from job to job result in much expense to it both administratively and in terms of lesser utilization of skills possessed by the employees.

District 144 takes the position that this proposal would unjustifiably curtail the rights of employees; that it would extend the "freeze" period when there is no need for it. The Union argues that the present "freeze" should be eliminated or the period shortened, rather than adopting a plan which would be even more inflexible.

In this proposal the Carrier seeks to "freeze" employees in a department for a period of 3 years. However, no adequate showing is made in the record that this is necessary to achieve stability or a more desirable utilization of skills. The present contract provides for a more limited "freeze" than that here proposed. Upon the record before us, we are not convinced that the problems cited by the Carrier require the introduction of such rigidity into the system as this proposal would do. On the contrary we believe that under the existing contract the parties have ample facilities for meeting the problems having to do with stability and utilization of skills. We will, therefore, recommend the withdrawal of this proposal.

Recommendation:

That this proposal be withdrawn.

* * *

Capital Airlines Proposal No. 8:

Add to Article X (h):

In order for lead inspectors, inspectors or lead mechanics to bump another employee in his classification he must have the qualifications as described in Article XI (c) of this agreement.

The Carrier contends that this proposal is desirable since it would clarify and make definite the expected qualifications and experience which would be required of all employees in these classifications who might seek to exercise bumping rights. The Carrier states that the present contract provisions are not clear and definite on this matter.

The Union argues that this proposal is unnecessary and undesirable; that it would create artificial barriers to the exercise of bumping rights by these employees.

This proposal is for the purpose of requiring employees exercising bumping rights to meet the experience standards set in Article XI (c). The Board has not been given evidence which would support the need for this proposal. Neither does the record contain any substantial evidence that the present contract provisions result in any substantial hardship upon the Carrier. The sentence in the present agreement in Article X (h): "Employees, exercising displacement rights due to a reduction in force shall be given every reasonable opportunity to demonstrate their ability to perform the work required by the job," appears to be adequate for the handling of these problems. Therefore the Board will recommend that this proposal be withdrawn.

Recommendation:

That this proposal be withdrawn.

* * *

Capital Airlines Proposal No. 9:

Change Article XIV (b) to read:

(b) For the presentation and adjustment of disputes on grievances that may arise, the procedure will be:

1. Any employee, or employees, having a complaint or grievance in connection with the terms of employment or working conditions will present the complaint or grievance to the Department Committeeman in writing within fifteen (15) days of knowledge or imputed knowledge of same. The Committeeman will discuss the matter with the Foreman of the section and endeavor to arrive at a satisfactory adjustment of the case. The Foreman of the section shall give his decision in writing within five (5) days.

2. If the Department Committeeman or employee is not satisfied with the decision, the matter will be referred to the Local Committee in writing with five (5) days. The Local Committee must then within five (5) days take the matter up with the supervisor of the section, who will render his decision in writing within five (5) days.

3. If the decision rendered is not considered satisfactory, the matter will be presented in writing by the Local Committee or System General Chairman to the Superintendent of the division within five (5) days, who shall render his decision in writing within five (5) days. It is understood that the System General Chairman or his authorized representative may intervene and participate in the handling of a grievance or dispute at any level of the grievance procedure.

4. If not then satisfactorily settled, the matter will be presented by the Local Committee with or through the General Chairman to the Director of Maintenance at Washington, D. C., or his designated representative within five (5) days. The authorized official of the Company will render his decision in writing within five (5) days.

5. If any dispute arising out of grievances, including grievances resulting from discipline or discharge, or out of interpretation or application of any of the terms of this Agreement, is properly processed without settlement, within fifteen (15) days thereafter the dispute may be referred by the Union or the Company to the National Mediation Board in accordance with the provisions of the Railway Labor Act, as amended, or through the System Board of Adjustment procedure.

6. Failure by either the Union or the Company to process the grievance within the proper time limit set forth in each step herein will automatically result in a decision for the other party.

In brief, this proposal would result in the following changes:

(1) In Paragraph 1, time limit for foreman to answer, increased from 24 hours to 5 days.

(2) In Paragraph 2, the proposal introduces 5 days' limit for referral to Local Committee, and 5 days' limit for Local Committee to take up with supervisor where no time limits now exist. Also, increases time for supervisor to answer from 24 hours to 5 days.

(3) In Paragraph 3, provides further appeal must be made within 5 days, where presently no time requirement. Also, increases time for superintendent to answer from 24 hours to 5 days.

(4) In Paragraph 4, introduces 5 days' limit for appeal to Director of Maintenance. No time limits at present.

(5) In Paragraph 5, provides that if appeal is to be taken to the System Board, it must be done within 15 days. No specific time limit at present.

(6) Paragraph 6 is an entirely new provision, there being no counterpart to it in the present Agreement.

The Carrier takes the position that these modifications in the grievance procedure are needed in order to expedite the handling and disposition of grievances. It is asserted that in the absence of such

provisions, grievances are allowed to accumulate and become irritants to labor relations. It is argued that the new Paragraph 6, cited above, would protect both parties in the event either failed to act within the specified time limits.

District 144 opposes these suggested modifications in the grievance procedure on the grounds that the time limits are too arbitrary and would force the Union to go to arbitration within a short time or lose the grievance. It is claimed that this would be burdensome financially and otherwise. Furthermore, the Union contends that the proposed Paragraph 6 would give no real protection.

This proposal on the part of Capital is for the purpose of speeding up the grievance procedure. The record indicates that in the past grievances have frequently been allowed to accumulate without being taken on to final disposition until after long periods of time. Such long delays are not conducive to the satisfactory resolution of disputes. We do not believe that it is unreasonable to provide a schedule of time limits within which grievance disputes shall be handled. Such limits should be realistic with respect to permitting adequate investigation and consideration.

It appears that the proposed time limits in Paragraphs 1 and 2 are adequate and we recommend that they be adopted. With respect to the specified time limits in Paragraphs 3 and 4, it is our judgment that they are too tight and do not provide adequate flexibility. We would suggest that the parties increase these times somewhat.

The fifth Paragraph proposes that if appeal is to be made to the System Board, it must be done within 15 days. We believe that the suggested 15 days is too short a period for this step. While there should be some understanding that grievances will not be allowed to sleep for months or years and then be taken to the System Board, the grace period should be adequate for full consideration. We believe that a period of 6 months would be more realistic and satisfactory for appeal to the System Board.

The new Paragraph 6 perhaps would be of value. Therefore, it might be desirable to adopt it.

Recommendation:

That the proposal be adopted in principle, subject to the above-suggested modifications as to time periods.

* * *

Capital Airlines Proposal No. 11 is that Article XIX (a) be amended to read as follows:

All employees will be granted a ten (10) minute rest period during the first half of their shift and a ten (10) minute rest period during the second half of their shift without loss of time, for the purpose of

relaxation, smoking, etc., which rest periods must be taken on specified areas of Company property.

The provision now reads:

Reasonable smoking or refreshments, during hours of duty, will be permitted in employees' designated areas. It is the responsibility of the employees and supervisory personnel to cooperate to see that this privilege is not abused.

It is the Company's position that the rule would accord with the majority practice in the industry and would eliminate both the abuse of the present rule and the friction resulting from an effort to limit such abuse. The Union's position is that the rule is not necessary and would be susceptible of more friction than the present provision.

The record shows that seven of the thirteen major airlines have exactly the same provision proposed and that only one (National) has substantially the same provision as Capital for reasonable smoking and refreshment during hours of duty.

The proposal accords with the prevailing practice in the industry, and in the Board's opinion would be beneficial in definitely establishing the extent of the employees' right to such rest periods.

Recommendation:

That the proposal be adopted.

* * *

NATIONAL AIRLINES AND DISTRICT 145

District 145 (National) Proposal No. 10 is that Article XII, Paragraph (h), be amended to read as follows:

Employees promoted to other positions not covered by this Agreement, shall continue to pay Union dues in order for them to retain their seniority and have their names published on the Maintenance Department Seniority List.

The current provision is as follows:

Employees accepting temporary transfer to experimental or engineering work, or promotion to Inspector, Lead Mechanic or supervisory position will retain their seniority in the classification at the point from which promoted.

While the rule states that they will retain their seniority, it is agreed that the provision has been applied to mean "retain and accrue."

The proposal would require the current payment of dues for retention of seniority rights by employees promoted to supervisory or other positions outside of Union contract coverage.

As stated above in our discussions of seniority proposals on Trans-World and Capital, the practice is general of protecting the seniority

of employees so promoted, and Capital is apparently the only major airline on which seniority rights depend in any way on payment of dues.

In view of the industry practice, which encourages promotions to supervisory and other positions from the ranks and does not require the payment of dues as a prerequisite for preserving bargaining unit seniority, the Board does not feel that this proposal should be adopted.

Recommendation:

That the proposal be withdrawn.

* * *

National Airlines Proposal:

Eliminate unduly restrictive ratios of Senior Stock Clerks to Stock Clerks and Junior Stock Clerks.

The Carrier contends that the proposed change would accord with the predominating contract provisions and practice of all trunk carriers as well as with contract provisions of aircraft and air transport companies in the Miami area. Further that it is supported by predominating contract provisions and practices of all Local Service, Cargo and Territorial Carriers with IAM Agreements.

The employees contend that National is seeking to make a lead stock clerk out of its senior stock clerk. The Union asserts that lead stock clerks employed on Eastern Airlines are paid at a much higher rate and the bulk of National's stock clerks are employed at the same Miami base. Further the Union points out that in New York where the remainder of the stockroom employees of National are based, Pan American Airways also has a classification of lead stock clerk who is paid at a much higher rate.

Finally, the employees argue that the proposed change by National would bring about a reduction of Senior Stock Clerks and Stock Clerks.

Under the present agreement the Senior Stock Clerk on National is limited to supervising no more than 5 employees and the Company is required to maintain a ratio of one Senior Stock Clerk for each 5 stockroom employees covered by the agreement. National seeks to increase the number of employees whom a Stock Clerk may supervise to 12 and eliminate ratios. In this industry, generally, where there is an Agreement limitation with respect to number of employees whom the Lead Stock Clerk may supervise it specifies no more than twelve. It is not common to specify any particular ratio. Other things being equal it would appear unfair that National should be saddled with the present restrictive ratio and limit on number supervised. However, it does not appear that there is any particular

degree of uniformity in the number of classifications in job duties of stockroom employees on the different carriers. Clearly, the Senior Stock Clerk on National is paid a much lower rate than the allegedly equivalent classification of Lead Stock Clerk on Eastern and Pan American Airways. There are other variances in classifications and rates of stockroom employees on the different trunk and local service carriers. Lacking a suitable basis for comparison, we are unable to make any definitive recommendation on this proposal.

It appears that this question has come up in previous negotiations between the parties and it would be advisable to continue negotiations looking to a rule which would set the issue at rest by putting National's rule in line with the prevailing practice as well as placing National's Senior Stock Clerk on as nearly a comparable basis as possible with employees performing the same work on the other trunk carriers, and also clearly protecting the incumbent Senior Stock Clerks from reduction in the event that the number supervised and ratios are changed.

Recommendation:

That the parties continue to negotiate on this issue in accordance with the above suggestions.

* * *

National Airlines Proposal:

Clarify right of Company to independently assign Junior Stock Clerks to stores tasks.

The proposal is so closely allied to the Company proposal immediately preceding that it would be preferable for the parties to negotiate a rule on this subject in connection with whatever agreement may be reached on the other issue rather than for the Board to make a separate recommendation on this issue.

Recommendation:

That the parties continue to negotiate as above indicated.

* * *

National Airlines Proposal to amend Article XII, Paragraph (a):

A clause in Article XII Paragraph (a) would be amended by the Carrier's proposal adding the following underscored language:

Ten (10) work days' notice will be given men affected before any reduction is made except when the reduction is caused by acts of God, strikes, or work stoppages and/or occurrences reasonably beyond the control of the Company.

We discussed this type of proposed clause under Northwest Airlines' Proposal No. 6. Much of the same arguments are made by the parties here as were made by the parties involved there.

Here, additional labor agreements are shown in which the same or similar language is employed. There are occurrences which might not be considered as acts of God which may be considered as reasonably beyond the control of the Company, such as fires or bursting of water mains which may cause an abrupt cessation of the Company's activities and when they do occur the Company should not be held to a requirement of giving 10 days' notice.

Recommendation:

That the Carrier's proposal be adopted.

* * *

NORTHEAST AIRLINES AND LODGE 1726

Lodge 1726 (Northeast) Proposals Nos. 2 (b) and (e) for two new job classifications:

(1) Ground Communications Technician.

(2) Instructors classification.

In its proposal to the Carrier Lodge 1726 requested that the two above listed classifications be established as new and separate classifications, each to pay 30 cents per hour above the lead mechanic rate.

(1) Ground Communications Technician

The Union takes the position that this classification should be established separately because the employees performing this work spend most of their time on this function rather than on airborne radio work; that in addition they must travel over the entire system with the work disadvantages such travel entails and that in performing these duties they work with less direct supervision than most employees.

The Carrier opposes the creation of such a separate classification because, it contends, no higher skills are required than are necessary for those who work on airborne radio equipment. It is pointed out that these employees now perform both types of radio work. Therefore, to create a separate classification for those working on ground communications equipment would limit the flexibility which the Company needs in order to operate effectively. In the view of the Carrier ground radio maintenance on its property is so limited in scope that there is no justification for a separate specialist classification.

The record before the Board indicates that a comparatively small number of employees would be in this proposed new classification. The argument that those employees engaged in maintaining ground

communications equipment should be separated from those maintaining airborne radio equipment is not convincing. Obviously in an operation as small as this one a certain amount of flexibility is needed. The likely result of the proposal here would be to limit that flexibility without giving any commensurate gain to either the Carrier or the employees. There is no convincing showing that the work involved is of such a nature as to justify its being given separate status from the technicians who work on airborne radio equipment.

It is interesting to note that the majority of the trunk carriers in the airline industry do not have a separate classification for ground radio equipment, even though all these carriers are larger than Northeast.

We fail to find in the record sufficient justification for recommending the creation of this proposal.

(2) Instructors Classification

Lodge 1726 has proposed that a separate classification for instructors be established. It is contended that their work is sufficiently distinct to justify such a classification; that with the growth and expansion of Northeast these employees will have a more and more important function to perform.

The Carrier takes the position that instructors' work is not included in the scope of work for which Lodge 1726 has bargaining rights. Therefore, the Lodge has no right to seek the classification here at issue.

Apart from this position, the Carrier contends that this proposal has no justification on the merits. The Carrier points out that it is unusual in the airline industry to have a separate classification for instructors.

As indicated above, the Carrier contends that instructors' work is not included in the bargaining unit for which Lodge 1726 is the bargaining agent. We shall not decide this matter since there is an established agency for such a determination, if indeed, there is any real controversy over the matter. Furthermore, since we recommend the withdrawal of this proposal we need not consider the problem cited immediately above.

The evidence and argument presented on behalf of this proposal is not convincing that such a separate classification is warranted. Only two trunk carriers in the industry appear to have what is tantamount to a separate classification for instructors. Under such industry practice we do not see the necessity for such a classification on the smallest carrier among the trunks.

In making its request for these two new classifications Lodge 1726 asked that they be given a wage rate 30 cents per hour above the lead

mechanic's rate. Since we are recommending that the proposal for these two classifications be withdrawn, it is unnecessary to discuss this part of the proposal.

Recommendations:

That the proposal for the creation of new classifications for Ground Communications Technician, and Instructor and for the establishment of rate differentials therefore be withdrawn.

* * *

Lodge 1726 (Northeast) Proposal No. 2 (f):

Provide for a Lead (mechanic, inspector or utilityman) where three or more such employees are on duty on a shift or line service assignments, in a shop, department or station.

The employees argue that experience has shown that if three people are working together on a shift management depends upon one man in the group to supervise the operation. Further the Union argues that some employee is actually doing the work but not enjoying the benefit of the seniority attaching to the classification.

The Carrier argues that it is completely within the realm of management to appoint Leads as it sees the need for them; that when any man is designated to assume leadership he is paid as a Lead. Further the Carrier says that it is not out of line with the general practice in the industry.

It is shown that as a practical matter where three or more employees of the mechanic, inspector or utilityman classification are assigned on a shift or in a given shop a Lead is assigned. There may be some isolated instances where that situation does not obtain. The Union witness on this subject has stated that since this proposal was made the Company has on an inconsistent basis endeavored to comply with the intent of the proposal.

It is only reasonable to assume that when three employees or more of a given classification work on a shift or in a given shop they require some direction or supervision. It is apparent that the Company recognizes this as a practical matter. It should serve to eliminate disputes and grievances over whether or not Lead work is performed, in instances where no designated Lead is assigned with three or more employees of the classification of inspector, mechanic or utility man, to incorporate a provision in the agreement along the lines proposed by the Union. It certainly is not without precedent since a somewhat similar clause appears in Capital's and TWA's Mechanics and Related Personnel Agreement.

Recommendation:

That the parties adopt a rule conforming in principle with this proposal of the employees.

* * *

Lodge 1726 (Northeast) Proposal No. 2 (g):

Reactivate Apprenticeship Program and provide for improved seniority benefits and proper wage structure.

We have expressed our views with respect to this issue in our discussion of a similar proposal on Northwest Airlines. What we said there is equally applicable here.

Recommendation:

That this proposal be withdrawn.

* * *

Lodge 1726 (Northeast) Proposal No. 3 is to amend Paragraph A of Article 5 by adding the following:

provided that such Supervisory Employees become and remain members of the Union in good standing with respect to the payment of dues.

The paragraph now provides:

All Supervisory Employees of the Company who have been or who are promoted from classifications covered by this Agreement shall be maintained on the seniority list and shall continue to accrue seniority in the classification from which promoted.

As stated in our discussion of a similar proposal made by District 145 (National), the requested change does not accord with industry practice and should not in our opinion be adopted.

Recommendation:

That the proposal be withdrawn.

* * *

Lodge 1726 (Northeast) Proposal No. 4 is that Article 6, Paragraph (I), be amended to provide for 15 minutes' clean-up time prior to the end of regular shifts for the purpose of washing up and changing clothes.

The record shows that of the 12 major airlines only three allow cleanup time at the Carrier's expense and that in each instance the allowance is 5 minutes. The Carrier's showing is that the minimum value of productive time which under this proposal would be lost each year, on the basis of the number of employees employed on March 1, 1958, would be approximately $94,000.00.

The Board finds that the proposal is not in accord with the industry practice.

Recommendation:

That the proposal be withdrawn.

* * *

Lodge 1726 (Northeast) Proposal No. 6:

That paragraph (E) of Article 9 be amended to provide that the Carrier pay the moving expenses of a successful bidder to a different station.

The position of the Union is that because the Carrier pays the moving expenses of foreman whom it transfers to other stations it should also pay the moving expenses of employees who make such moves of their own choice by virtue of successful bids.

The Carrier's position is that the cases are entirely dissimilar, the successful bidder moving voluntarily and the foreman involuntarily, and that there is no basis for the proposal in established practice within this industry or within industry in general.

The record shows that none of the 12 major domestic air carriers pays moving expenses of successful bidders in mechanic or similar classifications, with the sole exception of Western, which pays them only if the removal is to a location where mechanics have not previously been stationed. It shows, however, that all of them without exception, including Northeast, afford the moving employee free transportation on a space available basis. The record further shows that of the 150 vacancies bulletined for bids on Northeast in 1957, only 58 involved moves to locations more than 150 miles distant.

For the reasons stated the Board is of the opinion that no good reason is shown for this proposal.

Recommendation:

That the proposal be withdrawn.

* * *

Lodge 1726 (Northeast) Proposal No. 9:

Article 14 (b)—Provide maximum protection and adequate insurance for employees required to participate in Bomb Scare Investigations.

Although this Carrier in its presentation made no concession with respect to insurance coverage in all other respects its position is similar to that taken by TWA. Our views with respect to this proposal are the same as we indicated in our discussion of the proposal made on TWA. Accordingly we make the same recommendation here as we did there.

Recommendation:

That requests for premium pay for participating in bomb-scare investigations be withdrawn. That the Carrier and employees negotiate an agreement provision clearly setting forth the recognition of work on a plane or planes on which there is a bomb scare as being voluntary on the part of the employee and affording Carrier paid life insurance coverage while so engaged in the amount of $100,000.00 together with a reasonable scale of disability payments.

* * *

Lodge 1726 (Northeast) Proposal No. 10:

Article 20, Paragraph H—Modify to provide for five (5) percent premium pay for afternoon shift and ten (10) percent premium for night shift and any split shift.

The position of the Carrier here is essentially the same as that set forth in our treatment of this matter in the case of Eastern Air Lines. The employees here argue additionally that foremen are paid 5 percent and 10 percent differentials for afternoon and night shifts and that the employees covered by the agreement should receive the same treatment. However, the situation of the foreman is not comparable to that of the employee covered by the agreement. The foreman has no bidding rights and receives no overtime nor holiday pay. He has no choice as to what shift he may work.

We find no reason for making any different recommendation here than we made with respect to Eastern and Capital Airlines.

Recommendation:

That this proposal be withdrawn.

CONCLUSION

In conclusion we wish to command the candor, objectivity and forbearance of the representatives of the International Association of Machinists, of its six branches and of the six airlines concerned in this proceeding. Throughout the 60 days of actual hearings which were required for the presentation of the voluminous matters bearing upon the many issues presented, your Board has been impressed with the obvious sincerity of all concerned, and of their desire fully to present the facts as they saw them, but without the bitterness or resentment which might unduly delay eventual agreements.

Their cooperation has assisted your Board in the performance of its duties, and we sincerely hope that the Board's conclusions will help them to reach prompt settlements, the delay of which could in-

volve some 50 percent of our aid transport industry and seriously affect the safety and well-being of the Nation.

Unfortunately, in the relatively short time available for our consideration of the mass of evidence and argument presented and for preparation of this report, we have not been able to discuss all issues as thoroughly as we should have liked. But we feel that we have given full consideration to everything shown and believe that our recommendations upon the many issues will receive the full consideration of the parties.

It is the opinion of your Board that the six disputes submitted to us for examination and report, which have become emergent because of the threatened interruptions of transportation in interstate commerce, ought to be adjusted and settled upon substantially the bases above set forth.

Respectfully submitted.

HOWARD A. JOHNSON, *Chairman.*
PAUL N. GUTHRIE, *Member.*
FRANCIS J. ROBERTSON, *Member.*

Dated Washington, D. C., September 15, 1958.

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