



TWA Museum at 10 Richards Road, Kansas City, Missouri 64116



**The TWA Archives Department**  
***Preserving our Legacy – Sharing Our Past***

Dear Friend,

It's been said that to see the light in front of you, sometimes you have to take a look back. The following document was scanned courtesy of the Archives Department of the TWA Museum at 10 Richards Road in Kansas City, Missouri. The mission of the TWA Museum is to provide information to the public emphasizing the story, history and importance of the major role TWA played in pioneering commercial aviation. From the birth of airmail to the inception of passenger air travel, to the post-WWII era of global route expansion, TWA led the way for 75 years.

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TWA Museum  
10 NW Richards Road Suite 110  
Kansas City, MO 64116

If you would like to make a TWA memorabilia donation: TWA memorabilia donations are very important to us and we thank you for your generosity. At the present time we have limited space in the Archive Department and currently that space is filled to capacity. Because of this temporary situation the TWA Museum request that all TWA memorabilia donations be put on hold until we can process the items we already have on hand. However, please feel free to email us a list, along with any information or photos, of your TWA memorabilia items and we will gladly review them as time permits us. If your donation items are then selected for further review by our archivist, you will be contacted by the museum at a later date. Please, No walk in donations at this time. Thank you for your consideration.

Sincerely,

Carol Emert, Archivist  
Zana Allen and the many Archives Department volunteers

[www.twamuseumat10richardsroad.org](http://www.twamuseumat10richardsroad.org)

[twamuseum@gmail.com](mailto:twamuseum@gmail.com)

816-234-1011

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BEFORE  
**Presidential Emergency Board**

APPOINTED MAY 7, 1946

Pursuant to Section 10 of the Railway Labor Act

To investigate unadjusted disputes concerning rates of  
pay and working rules between:

TRANSCONTINENTAL & WESTERN AIR, INC.	A-2219
AMERICAN AIRLINES, INC.	A-2231
AMERICAN OVERSEAS AIRLINES, INC.	A-2241
BRANIFF AIRWAYS, INC.	A-2242
CHICAGO AND SOUTHERN AIR LINES, INC.	A-2243
DELTA AIR CORPORATION	A-2244
EASTERN AIR LINES, INC.	A-2245
NATIONAL AIRLINES, INC.	A-2246
NORTHEAST AIRLINES, INC.	A-2247
NORTHWEST AIR LINES, INC.	A-2248
PENNSYLVANIA-CENTRAL AIRLINES CORP.	A-2249
UNITED AIRLINES, INC.	A-2250
WESTERN AIR LINES, INC.	A-2251

and certain of their employees represented by the  
AIR LINE PILOTS ASSOCIATION,  
INTERNATIONAL

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**VOLUME III: Pages 1601 to 2300 inclusive**  
**TRANSCRIPT OF PROCEEDINGS**  
and  
**REPORT OF THE BOARD TO THE PRESIDENT**  
Dated July 7, 1946

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AIRLINES NEGOTIATING COMMITTEE,  
36 West 44th Street,  
New York 18, New York

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*Minutes of Proceedings—June 14, 1946*

How far we may get with those other cases, in view of the intimation already given to us that the Pilots do not consider that those cases are here or that the Board has jurisdiction over them, remains to be seen. I don't know, but I conceive it to be my duty to call those cases.

Mr. Stevenson: And you will do that after the summations?

The Chairman: After the summations of the TWA Case.

Mr. Dickerman: The Board determination will be made after the conclusion of the TWA Case, with regard to the other cases.

The Chairman: When we get through with the TWA Case, we will call the next cases and the parties should be prepared to state their positions with regard to them.

Is there anything else?

Mr. Stevenson: That is all I have this morning, Judge.

The Chairman: May we take a recess now and then we will probably adjourn when we conclude our recess. The Board would like to confer for a few moments.

(Recess taken.)

The Chairman: The Board has discussed in private conference the matters it wanted to consider, and we are ready now to adjourn this hearing until tomorrow morning at 9:30, at which time it is hoped that we will complete the taking of testimony in this case.

(Whereupon, at 12:20 o'clock P.M., Friday, June 14, 1946, the hearing was adjourned to Saturday, June 15, 1946, at 9:30 o'clock A.M.)

*Minutes of Proceedings—June 15, 1946  
H. F. Blackburn—For Carriers—Direct*

## TWENTY-FIFTH DAY

Court Room No. 1401  
U. S. Court House,  
Foley Square, New York, N. Y.  
Saturday, June 15th, 1946  
9:30 o'clock a.m.

The Chairman: The hearing will be in session.

Mr. Stevenson: By way of rebuttal, I would like to call briefly Mr. H. F. Blackburn.

H. F. BLACKBURN was called as a witness by and on behalf of the Carriers, in rebuttal, being first duly sworn, was examined and testified as follows:

*Direct examination by Mr. Stevenson:*

Q. Will you give your name and address to the stenographer? A. H. F. Blackburn, 3443 Stafford, Arlington, Virginia.

Q. Mr. Blackburn, are you the director of the Atlantic Region on TWA, international division? A. I am.

Q. Were you formerly manager of the ICD operations? A. Yes, sir.

Q. How long have you been employed by TWA? A. Since April 8th, 1935.

Q. Did you serve as a pilot for TWA? A. Yes, sir.

Q. How long? A. Until May of 1941 when I went into war contract work for TWA. That is, as a line pilot until that time.

Q. Have you continued to fly for the line since that time? A. Yes, sir.

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Q. How recently? A. I returned from my last flight last Thursday—a week ago Thursday.

Q. Was that an overseas flight? A. Yes, sir.

Q. I would like you to look, please, at Pilots Exhibit P-65, which was produced yesterday, and I will ask you to please comment on it. That was introduced by Mr. Spencer yesterday? A. I looked over this exhibit P-65 the morning it was introduced, and notice that they have listed here copilot, second in command, navigation officer, third in command, flight engineer, fourth in command. If this is TWA's flight crew, I believe it gives a wrong impression of personnel in command of an aircraft.

Our captain or first pilot is in command and sole command of the aircraft. All other crew members report directly to him. There is no chain of command down, down according to wages they receive.

Early in the ICD operations we employed navigators, and we had had no previous experience with navigators. We got them from the maritime service, and we did, at that time, consider them third in command, and gave them a half stripe on their sleeve. This, however, was soon done away with, as there were no more Maritime navigators, and we trained our own. And we would have to use a flight engineer, who would be much more experienced and more capable of being in command of anything in the air than the navigation officer. The same would hold true of an experienced radio officer. There is no chain of command at present to my knowledge in the TWA flight crew. The captain is in sole command.

Also, it seems to indicate from the chart that a man would go from step to step up this chain of command from fifth to fourth to third or second, which does not follow. We have had radio officers who have gone back to Kansas City to become copilots at the bottom of the copilot scale.

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We have had flight engineers who do the same; and navigators also. They each, when they leave their own profession, enter at the bottom of the scale in order to work up into what is possibly a higher ceiling in that new profession that they have decided to embark upon.

Q. And do you have a number of employees who start at the bottom of the scale, so to speak, as a copilot, and eventually work up to being a pilot? A. Yes, sir.

Q. That is the usual procedure? A. That is the way they go.

Q. And not via the route of navigation officer, flight engineer or radio officer? A. It would not make any difference which one they came from. We think it is finer personnel handling if you can bring a man from one classification and finally bring him up. It might be true that he came from the hangar as a mechanic or from the passenger agents. It makes no difference.

Q. As a matter of interest, did any of the Maritime navigation officers that you hired on the ICD at the 600 rate, did any of those go back and take training and become pilots or copilots that you know of? A. Not to my knowledge. I would not make a definite statement, but I know that several of the others whom we had employed had pilot training, and we later took them, but I don't remember any of the Maritime navigators.

Q. Referring a minute to the copilot, would you say he was an apprentice? A. Certainly. He is an apprentice for the captain. He is in the learner position at all times under the captain, in training. That is in our manual: that he is at all times training for the captain's position.

Q. The Committee here in this proceeding has in its counter-proposal indicated an increase for copilots who qualify satisfactorily as navigators. Would you comment on that? A. Our experience during the war was not too

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satisfactory in the overall picture, bringing in Maritime navigators or spending all the money necessary to train an ordinary, nice young man who starts up in navigation as a sole profession. We found the better practice was to hire a boy who had decided to enter aviation as a pilot and had had previous pilot training, train him in navigation as a part of his upward climb to the top position of captain, and then bring him over a longer haul up to the position of captain. It eliminated one cul de sac, a blind alley, you might say in the crew, and gives better personnel handling, that a man can go completely to the top in his profession. Navigation—all pilots are navigators, or avigators. He is the man who pilots the plane, so he is a navigator. And we consider the pilots should have at least the basic knowledge of all types of navigation, if he is the one that finally decides whether the plane should be pointed this way or that way. Navigation now is divided into three general parts. Dead reckoning, with which all pilots become familiar the first time they make a left hand turn out of the field; then the DF or direction finding, of which there are many components of electrical devices to assist in that being used from the war, and which will be developed; and, finally, celestial or reference to any other body for position determining. Most pilots today have pretty much of the first two. They get DR and DF, as we say, and it is our intention in over-ocean to qualify boys that come up to the position in celestial.

It might be true that in a few years we can almost do away with that, with the modern inventions of electrical direction finding, but at the present time it is contemplated all pilots in over-ocean should have the basic knowledge of all three. And when you do give them that, and they are qualified, although it is done at the company's expense, it is a new duty to follow through. And it was contemplated

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they would be given an increase. You see, a domestic pilot may not have to make that qualification. You could argue the point whether he should or not, but it is not necessary now with the devices they have for locating on the ground. All the waves look the same, though, in the ocean, and that is not true over the ground. If you can make contact, your DR is much better.

Q. Mr. Spencer, in his testimony yesterday, made a comment on page 2738. He said this: "Accordingly the copilot not only has the duty of assisting the pilot in spelling him and flying the airplane, but also coordinating the activities of his junior officers, namely the navigator, the flight engineer, and the radio officer. To be sure, the captain is the responsible man." Is that an accurate statement in your opinion of the duties of the copilots with respect to other crew members? A. He said, "to be sure the captain is the responsible man."

Q. Let me interrupt you. I should have read the next sentence. Then he went on to say, "However, he usually issues his commands through the copilot and the copilot is the one responsible for seeing that everything is carried out."

Will you comment on that? A. There are two points I cannot quite agree with. One, that he usually issues his commands through the copilot and the other that the copilot is responsible. That is the point we must be careful about. The captain has the sole responsibility. I think any operator, in any operation, would hold to that point. The copilot has duties. He does not have responsibility or authority. Any authority he might have would be in the captain's absence or directly given him at the time by the captain to do. The captain would say, "You tell the flight engineer to do such and such." That might be true. But it does not follow that it always would be. My experience,

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which has been since before the war in four engine aircraft, is that the captain almost always gives all of his orders directly to the crew member concerned, and I would like to make it clear that the copilot has duties but not responsibilities or authority. That is vested in the captain.

Q. I would like to direct your attention for a moment to another exhibit introduced yesterday as Pilots' Exhibit P-79, which was a lot of data having to do with instructions and familiarization of pilots, and on the top was a summary sheet. Will you look at the top summary sheet and make any comments you have? A. When this was handed to me yesterday morning, I immediately became slightly concerned that the Board would feel that there was a tremendous lot of time necessary to qualify each pilot. I notice here 178½ hours, which would be ground study time for the transition to the four-engine aircraft now in operation by TWA. I would like to point out that the school so far, which is uniformly still quite on a temporary basis—we have not been able to establish permanent quarters,—has taken about one week for ground school training, and then the necessary time to wait for the availability of aircraft to get in the air time.

This training—and all airlines are quite proud of the number of hours they expend on their personnel to see that they are quite qualified—would be in relation for a brand new pilot that had not had any of this work. Our old friend navigation, meteorology, civil air regulations, airway traffic control familiarization, radio code, Aldis lamp in this case. That is a light that you flash for radio code instead of pressing a key, radio voice procedure familiarization, flight hygiene. And they are all subjects to which any captain has already been exposed many many times, and it would be only a cursory review, if any, for the qualified captain taking the transition. If he had not been in

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overseas, it would be perhaps Customs, Immigration, International Law, and these other things would be necessary. If he had, they would not be necessary either.

Q. In other words, if I understand you correctly, the figures shown on that exhibit summary sheet represent a maximum which would be applied only if a man taking training had never flown four-engine equipment and had never had the various subjects that are outlined there, is that right? A. Not exactly. I would say if he had never been a captain on any equipment, he would take all this, but had he been a captain at all—

Q. He would have had part of it? A. That is right, although some fellows prefer to go up and go through it again, which, of course, is fine.

Q. You permitted them to do that, if they desired to do it? A. Certainly, at any time.

Q. There has been testimony in the record showing a discrepancy in view perhaps as to the payload weight of the Constellation. Some of the pilots' exhibits have fixed it at 16,000 pounds. Can you say whether or not the Civil Aeronautics Authority has fixed a payload weight for the Constellation? A. I can only give indirect testimony. I have not seen it written by the Civil Aeronautics Authority, but I have been informed and on our loading chart it shows 13,800.

Q. As an official figure of the Civil Aeronautics Authority? A. Yes, sir.

Q. Have you had practical experience in flying the Constellation on the international routes? A. Yes, sir.

Q. Will you state in your opinion the load maximum that the Constellations can carry on the International route? A. I became concerned in the testimony yesterday that it seemed to cover a three-man crew in the cockpit and a 13,800 pound payload. In international service you

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are pretty well governed by the load you can carry over the most critical hop or segment of your journey. Ours is over the north Atlantic from Newfoundland to Ireland at the present time. The gasoline required and the load distribution makes it impossible for us to average over 9,000 pounds at the present time on that critical leg. So, therefore, our load is pretty well held to that figure in the International Division. I might say that in addition to the extra crew members, we also have considerable over ocean safety equipment, life rafts, life vests, radio equipment.

Q. That is required, is it not, by the CAA? A. Yes, it is.

Q. Mr. Spencer, I think, suggested in his testimony that by carrying a denser cargo, it would be possible to carry more than had been testified to by the carriers in this case. Will you comment on that theory that more could be taken aboard if the load were denser? A. Only in certain cases can that be done. We have often said if you get a compact load of mail you have a perfect cargo. It does not talk back, it comes in nice bags, and can be placed any place; but on my last trip abroad, I left on the last of May, and among my cargo was a shipment of \$250,000 worth of gold going to Egypt. Now, it came in four boxes about a foot square, and an ordinary man like this could not lift it. I tried. I was concerned because in the front cargo bin of the airplane, it seemed they had not loaded anything. So I immediately went to see why the load was not being put in there, and they showed me on the load figures that we had already hit the maximum. You see, a cargo bin on an airplane or an area in an airplane is limited throughout to what weight you can put in that particular spot, both for aerodynamical reasons and structural reasons of the airplane.

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If you put a keg of nails in one cargo hatch, although you had a lot of space open, that hatch is full. It has its weight limitations reached. In this case, I had four boxes of gold and they had to go with one in that corner, one over in this side and the other in the rear corner, and then, as we say, we had all we could take, although you had a volume available.

That is a difficult problem, one that I do not believe any carrier has completely solved yet, of obtaining just the exact type of load to the aperture that it can go in and the density it can take. We had one case during the war where we had a spool of rope, wire reinforced, and nobody could figure out how to get it on board the plane until some fellow decided to unreel it, and coil it on the inside, up and down through the place, which was done, but it is just another problem which you continue to face in getting cargo on the aircraft in limited space, limited weight and limited aerodynamical restrictions.

Dr. Leiserson: In a case like that, do you charge only for the weight or for the cubic space that is taken up?

The Witness: Unfortunately, it is only weight that the charge is made for.

*By Mr. Stevenson:*

Q. I would like to turn a minute before closing, Mr. Blackburn, to the rules that have been proposed by the pilots and also indirectly to the memorandum introduced, P-63, being their memorandum on the subject, and also to the carriers' counter-proposal and rules, C-40-2, and ask you just one or two questions about those. Turning to our Exhibit C-40-2 a minute, which is the carriers' rules, counter-proposals, we might call it, you have an exhibit

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that has been prepared relative to rule number one, being the question of expenses while on a trip on company business while on international operations. A. Yes.

Mr. Stevenson: I would like to introduce that as Carrier's Exhibit 157 and then ask the witness to briefly comment upon it.

The Chairman: It may be received and so marked.

(Thereupon the document referred to above was marked C-157 and received in evidence.)

*By Mr. Stevenson:*

Q. Will you please comment on the exhibit and on Rule Number One relative to those expenses? A. Because of the lack of any agreement as to what should be paid per diem or while away from home and on company business, we have been paying actual expenses since the inception of the operation in the international division, and our experience has been rather hectic, as I believe this exhibit will show.

The amount of expenses claimed is bound to be different because conditions will be different in, for instance, Paris, or Rome, or Cairo, or some city that the boys would be flying to from week to week, or month to month, and these present conditions world-wide, of unsettled monetary and economic conditions. But we have an additional problem that the identical crews on identical trips, and apparently staying in the same quarters and eating at the same places have quite a variance in the amount of expenses put in.

We expect a certain amount of it but if you wanted to go through the thousands of expense reports that we have, you would find that some of them would be quite

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unexplainable. In these cases where they are bad, we try to call in the personnel concerned and give them every leeway possible to give us the reason for what we consider exorbitant charges in some cases, and we try to work out a solution.

However, administratively, it is a terrific problem because with an average of about two crews a day coming in and going out, and seven people on each crew, and more if there are qualifying members, it becomes quite a problem to fill out the expense reports which must be in daily, and get the facts accurately and run a business in a way that we can know what our costs will be.

I think on the second page, there were some items picked out to demonstrate what we meant. I think—some of them are on the same date, same crews and same places. The difference is shown in cost. I would like to make clear that these expense reports have been approved. We are not contesting that the boys did not spend this. We approved them and in so approving it, we considered that they did. But it points out the problem that an operator faces when you say actual expenses.

Q. What would your recommendation be, the same as the carriers' proposal?

Mr. Dickerman: Which rule is that?

Mr. Stevenson: Number one.

The Witness: It seems to be a reasonable proposal. We have always been able to come to an agreement on per diem, and I might say further that in my office down there in operations, I am being continually hounded by every classification of flight personnel to get on a flat per diem. The feeling is that the boys who are really considerate, hate to come in and put things down that might be questioned. They are honest and know the situation. They



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feel that if a reasonable per diem were paid, that we would then have the satisfactory condition of a man that wanted to go out and spend more, to be able to do so on his own, a man who wanted to be frugal and save a little on the side could do so, and that is his business just like any other thing, and we have always made it a policy and practice that captains in charge of crews are subject to any extraordinary expense, are protected by the company. I think our record will always bear that out in case anything unusual comes out, even to taking care of a whole group of passengers or his crew or transportation on the ground, anything unusual that comes up.

Q. Will you turn to the second rule having to do with moving expenses and do you have a comment on that?

Dr. Leiserson: Pardon me. Wasn't there a time in this international operation during the war when there was an \$8 a day expense. I recall having to approve some under the stabilization program.

The Witness: That is correct, sir. That was the per diem paid in the intercontinental division throughout the entire contract.

Dr. Leiserson: Did that cause objections on both sides?

The Witness: Only on one side.

The Chairman: Was it adequate or inadequate?

The Witness: Early in the war we had no background, nothing to rely on, and it was established as to what we thought would be a fair per diem over the world. The army adopted \$7 per diem with \$3 on an army post. And, naturally, due to the war conditions, most of the service fellows became a little indignant that our fellows flying over the same

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routes and same posts received more, and that was the controversy.

Our people took the position that they had entered into it in good faith, had been offered the \$8 and had accepted it and were not in a position to retract the position. The army felt that inasmuch as on an army post it was pretty hard to spend that much, it should be reduced. Our fellows have a good case on the other side as to why it should be held up, and it was held up throughout the contract.

Dr. Leiserson: I wonder whether you had any ideas as to the amount of a per diem that could be fixed now that would be fair to cover or average out these expenses?

The Witness: I personally worked out one to my satisfaction, sir, but it has never been offered to the pilots nor rejected. They have no knowledge of it.

Dr. Leiserson: How much do you think it ought to be?

The Witness: Under the conditions that existed about forty days ago, I picked the price of \$9 a day under present conditions. I did not think that unless the company or the United States Government made quarters and food available in France that they could make out on a \$9 per diem in France. However, they could do better than that in Ireland, in Newfoundland, could equal it pretty well in Rome, do better in Athens, might lose a little by it in Cairo, and since the per diem would be paid from the time they take off until they return to home, there would be food on the airplane and times there when they would not be spending, and that was my personal figure.

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It was never offered by the company to them.

Dr. Leiserson: That is your idea of a fair average from your experience?

The Witness: That was forty days ago to the best of my ability to try to figure out something that the boys would like. I would like to say that if the exchange rate were broken, the thing would be out the window, and the fellows would come in and say "We cannot do it in Paris. Here are the receipts", and we would then have to say that we will make adjustment.

*By Mr. Stevenson:*

Q. Will you turn a minute to Rule 2. Do you have a comment to make on that rule having to do with moving expenses? A. Yes, I do. The one thing that I feel very keenly about, having been in the international operation since its inception, is to try to prevent in any operation a condition that would breed fast interchange of personnel from one division or one region to another.

It is not just expensive. It is not practical. The men are not as well qualified. If a man flew between Los Angeles and Kansas City for five years, another one was flying over the North Atlantic, and those two men were switched, it follows that neither one would be quite as efficient in his job until he gained sufficient experience, we might say seasonally on the new route. That is throughout the four seasons.

He might be technically qualified, however, but not over that route. Now we had an experience during the war on the intercontinental division of personnel who would like to bid over and take a tour to all the foreign countries to which he flew and then return to their present domiciles, and that is the basic thing that any carrier would like to

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prevent. He would like to make a fellow think it over before he changed over from one division to another, and make him take some of the responsibility for moving and coming over with the sincere idea that he is going to stay and become a part of that operation for a reasonable length of time.

And this could be offering free overseas tours at company expense, the way it is put here, and we have a policy that we believe is fair, and has been working out satisfactorily.

Q. When you say the way it has been put here, you are talking about the pilots' proposal? A. Yes, it says moving expenses for pilots on international routes will be allowed in accordance with existing agreements with pilots.

Q. Would you say that that would be improper? A. Yes. It says on the other side, irrespective of whether or not he is a successful bidder, and our experience has been rather bad that way.

Q. Just referring to Rule 3 a minute.

The Chairman: Just a moment. I never have taken into consideration those last words, "irrespective of whether or not he is successful bidder". If he is not the successful bidder, he does not move, does he?

The Witness: Yes, sir. In case he is not a successful bidder and he has to be assigned, then it is at the company's expense and the company has to pay all expenses.

The Chairman: It means then, that language means that expenses are allowed whether the new location is by bid or assignment?

The Witness: Yes, sir. Section 14, paragraph B of our agreement with the pilots reads "Pilots transferred from one station to another at their

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own request or successful bidders on bulletin domiciles will bear their own expenses except, space available, transportation shall be furnished to such pilots and their families to the extent permitted by law.”

*By Mr. Stevenson:*

Q. Should you not read C? A. C reads “Successful bidders on pilot assignments to newly established or re-established pilot domiciles will be transferred at the company request,” and paragraph A of this section will apply, which covers the moving expenses for pilots. Is that clear?

Q. Will you turn for a minute to Rule Number 3, having to do with insurance benefits on international operations? Have you any information—have any pilots come to you indicating a need for that rule? A. No.

Q. As far as you are aware, is there any situation that you have been informed about in your supervisory position where a pilot has incurred some financial loss with his insurance because he has been assigned on an overseas operation? A. Not during peace times.

Q. I am talking about the present international, since the war is over? A. No, I have no knowledge of that.

Q. Was there a different condition during the war? A. There could be during the war with restrictive clauses to certain areas of the world.

Q. Will you please turn to Number 7 on page five of our exhibit, having to do with foreign station allowances. And I notice in the Pilots’ Exhibit P-63, under TWA Proposal Number 7, Mr. Behncke read this: “On Rule 7, the pilots feel their proposal is entirely fair. I doubt very seriously whether the TWA pilots will be able to live in Rome and Cairo for any \$100 or \$150 monthly allowance”.

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Will you please comment on that? A. That is an interpretation that is oftentimes given to a living allowance paid at foreign stations. During the war we had a living allowance paid to foreign base personnel which we set up to take care of all of the living allowances at that station, with the thought in mind that the man would have to keep his whole family in a residence or home established back in the United States.

During the war that is far from our idea. Our idea is to move the family to the domicile. He will only have one household wherever that is. He may elect to keep it, and this additional living allowance is to pay a differential between costs that might be in the United States, and living at the foreign post. It is not a living allowance as such at all. He has his salary the same as any other employee, and he has his own economic condition to contend with.

Q. In other words, if I understand you, the carriers’ proposal is to give a pilot and his family, if they are involved, a special payment because of the particular conditions that may exist in a foreign station, but it is not the carriers’ intent that that is to cover his living expenses?

A. That is true, it is not to cover his living expenses.

Dr. Leiserson: How much of it is supposed to take care of current fluctuations in currency, what is the special allowance for?

The Witness: The difference between what it would cost him to maintain a household in the United States and in that foreign station. When it becomes less; as you know, during peace time before the war, many Americans took jobs abroad because living was so cheap that they could save more, and no company that I know of reduced it, but to protect him from economic losses they would put in an additional amount for that.

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*By Mr. Stevenson:*

Q. Will you please turn over to carriers' counter-proposal number 9 on page 7 of this exhibit C-40-2 and there is a sentence reading "The 85 hour monthly maximum for pilots provided in existing agreements shall not apply to first pilots and copilots assigned to the international routes". Will you please explain the reason for that sentence being included in the carriers' proposal? A. After my experience for the last five years in international flying, I feel very keenly that any operator and the pilots themselves would be very restricted if they had a monthly limitation of 85 hours for that particular month, or particular 30-day period that we operate under now. It might be from the 15th to the 15th or 29th to the 29th.

It takes 95 hours of flight time to fly to Cairo and back with the present C-54 equipment, approximately 95. If this were in force, a pilot would leave home and get back 2/3 of the way and have to wait until the next month to come on home.

It also would be true if he had completed in the fifteen days another flight back, and he got out, he would have to stay until the next month before he could come back. We have actually had the restrictions hold up our operations from time to time. Another thing, if it takes now, we will say, 34 to 35 hours to Paris and back, he might go out and back, take another trip out and back, or he might hit a weather condition and have to turn back and build up to his 85 hours and he would be stuck.

He might go to an alternate field and be stuck there. Again we have a 68-hour schedule, a 75-hour schedule out and back, and if you restrict to definite small restrictions for a month, you strand your operations each time you do it.

The pilots themselves with whom I have had experience

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throughout the whole operation, personally are very keen to hold the overall restrictions, the annual restrictions, and the three-month restrictions, but they want to be able to go out and get the hours in and come back and then spend the time off at home, to which we agree.

It is expensive to keep crews in the field, and we would like to get all possible back too, for the double reason.

Q. If I understand you correctly, the reason this comment is made is because of the fact that the agreement between the pilots and your company in the case of TWA has up to now been a domestic operation agreement and therefore has the Decision 83 and 85-hour limitation in it? A. The agreement, yes, sir.

Q. But the Civil Aeronautics Act does not place any limitation on the flight hours on international operations or overseas operations, is that right? A. The Act I cannot say, but part One of CAR, the Civil Aeronautics Regulations, does have restrictions monthly, thirty days and 90 days and yearly operations.

Q. That applies to overseas operations? A. Yes.

Q. So that if the 85-hour monthly maximum were omitted it would be in accordance with and taken with the other language above, a thousand hours yearly top limitation and 255 hours in any three consecutive months, that would all be in accordance with the existing limitations? A. Yes, it would, and that 255 kind of stumps me after my war experience, getting the crews out, because there again, once in a while, the crews would get stuck out, and the only thing you could do would be to get a ferry ship to get a crew out and bring the other crew home. And I do not think it is anybody's desire to increase the time.

Pan American had that before the war on their flying boats and long routes out in the Pacific. It would be im-

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possible to operate under monthly restrictions of this nature. There must be monthly restrictions within reason.

Q. If I understand you correctly, the carrier would prefer on overseas operations to have a man complete his trip home and then have a reasonable lay-over, rather than incur the risk that because of a monthly limitation his trip would be stopped somewhere along the route? A. That is right, and I think that would be much sounder personnel-wise.

Q. If you will turn to the bidding and assignment rights, marked 10-A on page 7 of Carriers' Exhibit C-40-2, will you please explain the purpose of that particular section? A. It states in any case where the company proposes to shift first pilots from one domicile to another domicile on the same division, that is on the international trans-continental division, the vacancy or vacancies resulting from such shift shall be open to bidding in accordance with the Section 20-A of the agreement solely to first pilots within the particular division on which the shift is proposed.

Let me explain that point this way: If we had schedules in the international division that required three thousand hours of flying per month to fulfill, and we had a certain number of pilots, 65 crews, we will say, to fly that time, then it became necessary to base crews in Madrid who had formerly been based in Lisbon, we would have a vacancy for perhaps 10 crews in Madrid.

We would not wish to open up that position to the pilots in Los Angeles, in Detroit or any other city on the domestic route because it would mean replacing, retraining, requalifying ten crews from domestic to international, then bringing back ten crews from international to domestic, requalifying them on the domestic, since it is simply adding a different domicile within, without adding hours. We want to transfer it within that division, the people who are

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already in the division, and who would probably be all qualified or more nearly so than those coming in from another division.

There is no intent to restrict to that side bidding when new hours are added in a division between divisions. Then, it should be open.

Dr. Leiserson: What divisions are there besides domestic and international?

The Witness: There are none in TWA. It is separated in TWA. Then there are four regions within each division.

Dr. Leiserson: The seniority provisions of your agreement are the seniority lists arranged so that seniority rights are company-wide?

The Witness: That is correct.

*By Mr. Stevenson:*

Q. I would like to ask you one question about Rule 10-B on carriers' proposals appearing on page 8 of C-40-2. Will you please state, referring particularly to the last four lines of that sub-paragraph B, the reason for that proposal? A. That goes back to perhaps our ICD experience of 1943, tours at company expense, and we have a certain group of personnel that always thinks the grass is greener on the other side of the fence, and if they have the seniority when any vacancies open up, they will take a crack at them to see how they work out. If they do not work out, they want to go back to the one that they were formerly on; this, in turn, displaces another pilot back there, not always, but sometimes it does and requires double qualification.

This is an effort to stabilize bidding, again put part of the responsibility on the man when he goes into a new

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division or region or route, to go in there with the idea of staying.

It says "The company may, at its option, reject any bid". And the idea being in the cases where they bid on one and then bid back to the other and bid some place else, to have a way to restrict that, and when a man goes on a new assignment with new equipment, to make him take the responsibility of going there with a sincere desire to stay a definite length of time, learn the job and stay there and perform that job.

Q. Does the Rule 11 on the carriers' proposal at the bottom of the same page, B, is that a consequence or supplement to the Rule 10-B that you have just been testifying about? A. Yes, I think it is because 2, under that classification of assignment, states "To displace the lowest ranking first pilot on his division". That is an effort to keep the qualified man in the division on which he is qualified as much as possible.

Q. One final question about the Rules. The last one of the carriers' proposals, number 12, A, on page 9 of Exhibit C-40-2 relates to special foreign duty. Will you please explain to the Board the reason for such a proposal? A. Yes, in the expansion of aviation transportation, which is world-wide now, many, many assignments become necessary to any operator. Foreign governments ask for assistance, technical assistance for pilots as well as other crew members. We have had requests from Aerlingus, The Irish Airline, Air France, Iberia; one is Iben Saud, Arabia, and down in Ethiopia, different places. I am not acquainted with all of them. I am getting out of my territory a little bit here, but we have been asked from time to time to suggest names of pilots who would be interested in going out and doing a job that has many more phases to it than the technical abilities of bringing an airplane from A to B.

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For instance, I am thinking of the one for Iben Saud. You would probably have to be quite a diplomat and not go around peeking under veils and a few other things that might get a fellow into trouble there, and if we opened up that sort of position strictly to bid, just to take the most senior pilot that bid on it, our position would not be tenable at all.

It is the same as instructors. We have always held the position that you cannot open a position of instructor, and many of these require just that function, to bid. Some of the best pilots in the world are very poor instructors. It does not follow that an excellent man can instruct in his subject, and it has always been a hard thing to do. Nor might his willingness to instruct be the correct criteria of whether he can or not.

In the Irish Airline case that was very true. We had to send somebody over with an Irish name, if possible, and an Irish puss, and a likeable nature for the Irish people, or he would not have been accepted to teach them, and that is our main position.

We want to take a man, use him to his fullest extent. If he is a good engineer, we might want to send him to some place where they needed that function in addition to a pilot's all-around experience. If he is a good linguist, maybe we would send him to Madrid if he spoke Spanish or Portugal if he spoke Portuguese. But opening it up to bid, it is almost impossible to do it. You just could not.

Q. In Mr. Spencer's testimony, he mentioned, I think, twice that he had been laid off from TWA-ICD operations. Would you state briefly the reason for that? A. I was in the intercontinental division at that time, and early in the war we actuated the second officer position as a training position for first officer and captain, and most of these boys that we employed in that position were very low in

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flight time, around 300 to 500 hours. They were kept in training with the idea that they would progress up to the first officer and captain position.

Q. Quite a few of them did. However, in January 1944, the invasion had been planned, not to our knowledge, and the army told us that the manpower situation had been alleviated in the training. We did not have to keep the training position but they needed the extra lift or load-carrying capacity of the airplane over the critical North Atlantic hop. They did not want to have to carry 200 pounds of training personnel. They wanted to carry an extra soldier or pound of mail and we would be required to eliminate that position.

Unfortunately, Mr. Spencer was one of the lower qualified in point of time and experience and was caught in that lay-off in the intercontinental division, which was without our control at all. The army said simply, "You have to do away with that position, and we did. Does that explain it?"

Q. Yes, thank you.

Finally, on page 2735 of the record, Mr. Spencer said, to bring the matter up to date, "In the very last few weeks in TWA, the company at issue here, they laid off 180 copilots". Will you just comment on that statement of Mr. Spencer's? A. Yes, it is very regrettable. However, the boys are not laid off. They are furloughed. Last year we made commitments to manufacturers for aircraft to enable us to expand our operations over present and new routes, and we in good faith employed personnel to man those routes. As you know, there have been strikes in almost every industry, and no manufacturers have been able to meet their commitments of either overhauling or new aircraft, and we are caught in that position. We therefore had to furlough some of the personnel that we had already

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employed and trained until we can get the equipment to activate the routes.

Mr. Stevenson: Your witness, Mr. Dickerman.

The Chairman: Before you begin your cross examination, we have a couple of questions.

Dr. Leiserson: Would you turn to that chart, P-65, those figures 600 for navigation officer, 500, flight engineer, and 475 for radio officer, are those correct or do you question them in any way?

The Witness: No, that would be correct under the present scale for navigators, flight engineers and radio officers. However, the \$600 navigation officer position was placed into effect early in the war and was not negotiated, as it says at the top, but was simply a figure established to employ Maritime navigators at a salary that would be commensurate with what they were earning in the Maritime Service.

Then the position was more or less frozen during the war, and it was maintained. The navigators now have a negotiated agreement.

Dr. Leiserson: Since the war?

The Witness: At \$600 to protect all of those men that we employed in good faith and put in that position.

Dr. Leiserson: I was not altogether clear about your testimony with regard to navigation officer moving up to pilot. I understood Mr. Spencer's testimony to be that a man might be hired as a navigation officer, then he would be looking forward to becoming a first pilot or a captain. So the next step after navigation officer would be copilot. Then, from there to pilot, and he thought it was absurd

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if a navigation officer gets \$600 and then he is promoted, he should drop down to \$410 or \$440 and then afterwards move up.

Later, part of your testimony on this seemed to indicate that you also believed that the man should be hired as a navigation officer and then moved up to copilot, to pilot. Maybe I misunderstood you.

The Witness: I agree with Mr. Spencer. It would be absurd to put in a navigation officer at \$600 and then bring him down as a copilot to \$440. Our plan was to hire copilots in the starting scale, train them in the third navigation phase which I mentioned of celestial navigation, give the man the lowest copilot status and do away with the navigation officer. He would be a second officer, a first officer and then a captain.

That is the practice on some carriers at the present time. We did not have any trained pilots—we had maybe a few but we had no completed celestial navigation pilots at the starting of the war when we were suddenly pushed into the war contract work, and that is why we hired the Maritime navigators in that position and continued to train them.

Mr. Stevenson: That raises one question.

Referring still to this P-65, that \$500 for flight engineer shown, and \$475 for radio officer represent the top figures for those two categories, do they not?

The Witness: Yes, they are at the top of their profession.

Dr. Leiserson: That is shown on the chart, I think.

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Mr. Stevenson: In other words, it is obvious that there is no higher salary for them in that particular profession?

The Witness: No, they do not go from a fourth to a third in command. They are there.

The Chairman: That is the question I wanted to ask but I will amplify it a little bit. When you put a radio man in, you do not start him at \$475?

The Witness: No, sir.

Mr. Stevenson: Just to clarify that, will you put into the record please the rate at which a radio officer begins his employment with your company?

The Witness: I would have to read it from the agreement.

Mr. Spater:

“Junior flight radio officer, bracket 2, \$250 per month, bracket 1, \$300 per month. Senior flight radio officer, first year of employment in this classification, \$400 a month. Second year of employment in that classification, \$425 a month. Third year of employment in the classification, \$450 a month. And then it has been amended to provide in the fourth year of classification and thereafter, senior flight radio operators shall receive \$475 a month.”

The Chairman: Mr. Stevenson, I assume that the same relationship applies to flight engineers and navigation.

Mr. Stevenson: That is right.

The Chairman: That is all I have.

Now before we begin the cross examination, I think we ought to have a little recess.

(Whereupon a recess was taken.)

The Chairman: The hearing will be in session.



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*Cross examination by Mr. Dickerman:*

Q. Mr. Blackburn, turning to P-65, what per cent of the total number of radio operators which are now employed—flight radio operators now employed by TWA—would you estimate receive the \$475 or top bracket pay? A. When we brought the boys over from the Intercontinental Division, they were all kept at least at their highest rate over there, which was \$450. Nobody was reduced, even though he did not have sufficient time to get him that position by seniority or service. And I am sorry, it would be hard to mention a percentage. I would say that 85 or 90 per cent would be \$450 or above, but I could not say how many are \$475.

Q. With regard to these navigators, isn't it true, Mr. Blackburn, that about a year or a year and a half ago, TWA began hiring men with at least 800 to a thousand hours of pilot experience, and then assigned them to navigation school, trained them as navigators and placed them in the navigator position? A. Under the war contract.

Q. Under the ICD, which is the one you were operating at the time? A. Yes.

Q. What rates of pay and upon what basis were those men paid? A. Those men came under the stabilization wage that we had set up, which was \$165, while they were in student capacity, \$300 as junior navigator and \$600 as navigator.

Q. Now, those men, at least some of those men have since been made first officers or copilots? A. When the International Division started, and the war contract ended, those men with pilot experience were put on piloting according to their seniority. That is correct.

Q. What rate of compensation did they receive when they were transferred to copilot status? A. They are at their regular copilot scale.

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Q. What rate was that? A. It starts at \$220 and goes on up.

Q. In other words, when they were transferred from the navigation position to the copilot they received less money? A. Under the contract, yes.

Q. The war contract operations was a TWA operation? A. That is right.

Q. You have pointed out that on P-65, the navigator, flight engineer and radio officer salaries shown there are maximums. I believe Mr. Spencer also testified to that effect.

Dr. Leiserson: It says so on the chart.

Mr. Dickerman: Yes.

*By Mr. Dickerman:*

Q. You spoke, Mr. Blackburn, of the copilot's being in an apprentice status. How many hours does a copilot have to have; how many hours of experience as a pilot does a copilot have to have before he can be employed by TWA today? A. That might vary from day to day according to the market. Like everything else, when I was employed with the company—

Q. I asked you about today. A. I cannot answer it.

Mr. Stevenson: Won't you let him answer the question?

Mr. Dickerman: I asked him about today and he said he did not know.

The Chairman: If there is any explanation, we want it.

The Witness: When a company places a limitation, it does not necessarily follow that they have to hire exactly in accordance with that. We are being besieged by thousands of ex-service people for

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jobs today, and have raised our standards in order to pick the cream of the crop which I believe is economically sound. When I was employed by the company, the limitation was 1500 hours and 30 years of age. I had approximately 1200 hours and was 33 years of age.

Q. At the present time, is it not a fact that the TWA requires approximately 2,000 hours of experience of men coming in with the copilot status? A. It could be. It is not necessary.

Q. With regard now to the copilot status on the airplane, do not the Civil Aeronautics regulations require as a part of their written specifications that the copilot position be filled by a man of certain qualifications?

They may vary from company qualifications, granted, but is that not part of the Civil Aeronautics regulations? It was not read.

You are familiar with the Civil Aeronautics regulations? A. Up to a certain extent.

Q. I will put it this way: Is it not true that the CAR requires an airline to have a copilot? A. Certainly.

Q. The CAR requires that the copilot be familiar with that airplane so that in case a captain is incapacitated for any reason in flight, that the copilot may bring the ship safely down? A. That is correct.

Q. I gather your testimony was largely in connection with the International Division? A. I think it was wholly so. I have been away from domestic so long.

Q. In regard to the copilot's duties, as you call them, isn't it a fact that the captain frequently relays his orders through the copilot, and it is up to the copilot to see that those orders are executed? A. I would say infrequently. My experience has been directly from the captain to the crew member concerned.

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Q. How many hours did you fly in the last year, Mr. Blackburn? A. About 500.

Q. That is in addition to your executive duties? A. That is correct.

Q. With respect to your statement that a copilot infrequently coordinates the work of the other crew members, is that statement based upon the way you handle the flight? A. No, I consider it a general statement, and I don't think we should pin it down. If I had a captain that wanted to say, "I am going to relay everything through my copilot," I think he should do that. But my general experience is that it is not done that way.

Q. When you say "general experience," that is the way you do it? A. No, sir. I am a check pilot, and I ride with practically every captain on the line.

Q. In other words, when you are riding in the plane, in the cockpit, you are either acting as captain in command or as a supervisory pilot, is that correct? A. That is true.

Q. With respect to the matter of training school curriculum, which you discussed briefly, as I recall your testimony, you said that the men who had been captains would not have to go through all of those courses which were enumerated and listed there, is that right? A. They may or may not, and I would say on the average they do not.

Q. Are you acquainted with Mr. Kenneth Fairchild? A. Yes.

Q. How many years' experience has he had as a captain? A. Approximately six.

Q. How many ocean crossings would you estimate he made on the Intercontinental Division? A. 30 or 40, maybe slightly more. I am not qualified to say.

Q. I think it would be more about—well, let it go at that. In other words, he was experienced on the ICD operation, is that correct? A. That is correct.

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Q. Isn't it true that Mr. Kenneth Fairchild is now in training under this particular training school at Reading, Pennsylvania? A. He has not reported to me at Washington in the operations, and I heard he received a bid to come over here, and I suppose he is. I have no direct knowledge.

Q. Are you familiar with who is in that school? A. No, that is not my function.

Q. Would you be surprised if I were to tell you that there are at least five or six experienced captains down there who are taking every one of the courses, and some of them have been in there for as high as four weeks, and not yet completed. Would that surprise you? A. It would not only surprise me. I do not think it is true, but I don't see any reason why they should not if it was thought it were necessary to qualify his work.

Mr. Stevenson: Was that the same Mr. Fairchild who was here on several occasions?

Mr. Dickerman: He was here during the earlier part of the hearing, yes.

The Witness: I might add to that, that if they are down there on full salary and company expense, I will be very proud to know they were going over it and reviewing it before coming to me for operations.

*By Mr. Dickerman:*

Q. In other words, you think it is a good idea? A. Yes, I am very proud of everything we put in our training curriculum.

Dr. Leiserson: When they go to school at full salary, does that mean they get base pay?

The Witness: No. I hate to get pinned down. I think it is the average of the last six months' pay.

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Dr. Leiserson: Something like that. You try to average it out.

The Witness: Something like that. That is not my function, sir.

*By Mr. Dickerman:*

Q. With regard to this payload figure, which, as I recall your testimony, was 13,800 pounds, did you say those were official Civil Aeronautics Administration figures? A. No, I said I had never seen it as such. That was the figure given us on our load chart, and we discussed that at the recess, and I was given to understand it includes gasoline for an alternate field. That I have no knowledge of.

Q. The figure, however, which you gave would be applicable to the International Division operation? A. The 9,000 pounds is our experience.

Q. Did you or did you not say that this 9,000 pounds figure was over a certain segment of the route? A. That is correct.

Q. And it would not be applicable to all segments? A. No, they might go to Gander with 13,800 pounds. That is correct.

Q. With regard to your Exhibit 157, you have how many pilots on the International Division today? A. I have approximately 60—I believe about 61 or something, flying the operations. That is captains you are referring to, crews?

Q. Crews? A. Yes.

Q. So that the total number of pilots including first pilots and copilots would be double? A. Yes.

Q. You have slightly more copilots than captains? A. Right now, yes.

Q. I believe you show in your figures on that exhibit for Paris—do the pilots eat at the same place in Paris or do they have a choice of places? A. A choice of places.

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Q. You have been over there yourself? A. Yes, sir.

Q. Is it or is it not correct that you buy a meal, say, at a certain hotel, and it may be one price, but if you go to a restaurant, in order to secure a variety in your food, you might find an entirely different price? A. Yes, they have a black market situation there that is worse than here. If you go to any restaurant that is registered, and they all are, there is a ceiling price on a meal. You take the regular meal, but if you get a bottle of wine or some extra cheese or fish in addition, then the lid is off, and they slap it to you.

Q. Incidentally, when you were discussing your loading figures there, Mr. Blackburn, I believe you were mentioning that in connection with some of Mr. Spencer's testimony with relation to pilot cost, were you not? A. Will you read the question, please.

(Last question read.)

*By Mr. Dickerman:*

Q. Is that clear? A. I think in my original statement I said I was concerned, because apparently we were talking about domestic flight crews and domestic pay load, and naturally, I am concerned about international where two extra members are in the cockpit, and additional emergency equipment would change the figures.

Q. Then your testimony was that Mr. Spencer's charts and comments pertained to the domestic picture for comparison purposes? A. That is right, and I know nothing about that. I know of the International picture.

Q. Is it or isn't it your feeling, Mr. Blackburn, that copilots should be paid less than navigation officers? A. I wouldn't say they should be paid less than a navigation officer. I do not believe that a navigation officer should be such on the airplane. My position is that we should have

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a second officer and a first officer and a pilot acquainted with all phases of navigation, and the duties should be so distributed that the functions should be performed. In this case, it is the practice on certain other operations at the present time.

Q. Is it my understanding that you, as an official of TWA, are intending to eliminate this navigator category? A. No, sir, we are trying to protect the boys that we hired in good faith during the war that are now there. We are not replacing any plane—I say straight navigator boys without the possibility of going to the top.

Q. But you do intend to qualify your copilots as navigators and have them perform the navigator's functions?

A. We consider that part of the pilot's qualifications, yes, sir.

Q. Therefore, as your operation expands, as I understand you feel it will, and additional planes are added, then the pilots will be performing the navigation function, is that correct? A. It will be one profession, that is right.

Q. Therefore, it is with respect to those additional planes, the cost of the navigator will be eliminated? A. Not the cost of the ones we have now.

Q. I am talking about additional plane units? A. Yes, we think it is better personnel handling to have them go right to the top than to have a blind alley for another crew member.

Q. And that in turn will increase your available pay loads and eliminate costs? A. No, the man is still there. Instead of a navigation officer, he will be a second officer in training for a first officer and captain position. We will have exactly the same number of men there.

Q. And such a pilot would be at your suggested rates of pay, earning \$30 over the present \$223.60 scale? A. Any pilot we hired in Kansas City is on the domestic line. If he were brought into the International Division, he would be

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trained at our expense as a qualified navigator and go out in the second officer position. That would be his function. He can also qualify to go into the first officer's position.

Dr. Leiserson: Your idea was to have this second officer, when he begins, to be assigned to duties that are now performed by the navigator, and then, when he moves up, he becomes the first officer?

The Witness: That is correct. During the war we trained navigators from boys without any previous experience in aviation or technical ability in three months, and they were trained as navigators. And the experience wasn't too good, because they did not have the aptitude, and once they got into the position they felt they were in a blind alley.

Dr. Leiserson: You mentioned that you had an agreement with the navigators that the \$600 top that they got in international, in the ICD, would be maintained, is that correct?

The Witness: We entered into an agreement that the navigators in the International Division, when they transferred to the International Division, to maintain them in that status.

Dr. Leiserson: Do you have fixed in that agreement any wage for any others that you may hire?

The Witness: Yes, it was put in there. They started at \$250 as a junior navigator, and they started as a navigator at \$425, and then go up to \$475, \$550 and \$600.

Dr. Leiserson: Then when you abolish the job as it is now and put them in as second officer, do you contemplate changing that scale?

The Witness: No, sir. Those are put in to protect those men in their positions.

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*By Mr. Dickerman:*

Q. Do I understand, Mr. Blackburn, that you are presently bringing in these copilots, training them in navigation and placing them in navigator's position? A. We have not done so, yet.

Q. You are contemplating doing so? A. Yes, sir.

Q. Is it true or is it not true that the Airline Navigators Association with which TWA has a contract for navigators, has filed a grievance protesting such action under the contract? A. That is not my function.

Q. I believe you stated, Mr. Blackburn, that you had some experience with pilot personnel taking a tour. Were you referring to some experience you had under ICD? A. Yes, sir. Up to now I cannot refer to experience here. We have been here only since January or February.

Q. How many pilots did you have on ICD as a maximum? A. At one time we had 130 crews.

Q. How many pilots of that group had originally been employed on the domestic division? A. I cannot say at any one time. Originally there were eleven men assigned from the domestic division and later five more were added, and then, during the three years, I think there was a total of around 30 some that came and went.

Q. Then those that you speak of as having wanted to make a tour would have been limited to approximately 30 that you speak of? A. They would have to be because the ones that were employed and trained in that Intercontinental Division had no seniority rights to go any place else. They had no opportunity.

Q. They were frozen in that particular position? A. That is right, during the war.

Q. How many of the 30 were addicted to this touritis that you speak of? A. That is pretty hard to say. I would say between a third and a half of them.

Q. What did they do, bid back on domestic? A. Yes,

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they did, when they had the opportunity. A good many of them, I might say, tried to and were dissuaded. The Army was very bitter about them. They said they were trained at Army expense, and they wanted them to stay there. That was a little lever to hold them.

Q. Of those who did bid back, how long had they served on ICD before they exercised the bid back? A. Varying amounts of time from a few months to over two years.

Q. Most of them were over a year and a half, weren't they? A. That is hard to say.

Q. With respect to this Rule 12 in C-40-2, that is, 12-A, would the pilots that your company would assign to this special foreign duty be covered by present or contemplated employment agreements, that is, collective bargaining agreements? A. I don't believe I can answer that in all its implications. When a man is picked to go out on an assignment, he is given every opportunity to take it or turn it down. Nobody is assigned and told, "You are it." He is given every opportunity to take it, and the conditions of his particular employment, expenses, working conditions, insurance, moving expenses, and time off duty in that position are all worked out with the individual at that time, and since it is up to him to take it or reject it, we say here he maintains and he accrues his seniority and can come back. He maintains it.

Q. It would be the intention of the company to suggest that he retain and accrue his seniority? A. Absolutely. It is our intention that he be protected in that.

Mr. Stevenson: It says so in B and C.

Mr. Dickerman: I am merely trying to distinguish between the suggested rule and what might be the condition under the present agreement with respect to special assignments for a certain period of time.

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Q. With regard to the 180 copilots who were laid off, or as you say, furloughed by TWA recently, are those men receiving any compensation from the company? A. To the best of my knowledge, the men have not been furloughed as yet. They are being given some notice, and the list is being drawn up at the present time. There is some discrepancy as to whether it is 165 or 180, and I believe the thinking is that a few of the most senior will be immediately reinstated. But during the time of the furlough, I would say they would receive no compensation.

Q. In fact, were they not furloughed as of June 5th, or do you know? A. I am sorry. I do not know.

Q. I believe there were some figures read into the record, Mr. Blackburn, with respect to radio operators' pay. I believe the first bracket started with \$250; is that correct? A. I would have to refer to the figures.

Junior flight radio officers, bracket 2, \$250 per month.

Q. What does the junior flight radio officer do? A. A junior flight radio officer is one who is assigned to flight duty but has not completed his qualifications over the routes.

Q. He is not sent out alone, in other words? A. That is true.

Q. When is he sent out alone? A. I believe it is bracket 1. I would like to qualify that. I believe that.

Q. What is the pay scale for bracket 1? A. \$300.

Q. And in the carrying out of his duties as a radio officer, I believe we have agreed that he is under the supervision and command of the first pilot, is that right? A. That is right.

Q. Now, we had some discussion here, Mr. Blackburn, regarding night time limitations as proposed by the company in Exhibit C-40-2, beginning on page 6. I believe your testimony there was in connection with the Air Line Pilots Association first pilots and copilot limitations de-

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*E. J. Minser—For Carriers—Direct*

mands for the International Division for both Constellations and Sky Masters. Is that right? A. I don't know what their demands are.

Q. You don't know then whether the Air Line Pilots Association in this proceeding is proposing a monthly limitation or yearly limitation or quarterly limitation, is that right? A. No, I was not here at the hearings and did not have any knowledge of that part of the case.

Mr. Dickerman: That is all.

Mr. Stevenson: Just one question.

*Redirect examination by Mr. Stevenson:*

Q. Have you, from your experience, known of other employees than pilots who have transferred to become a copilot at a reduction in their salary? A. Yes, sir.

Q. Can you mention an example of what class of employee? A. Yes, I have had navigation officers, flight engineers and radio officers from the flight crews all go back and become copilots at a reduction in salary.

Q. Was there a reason for that desire on their part? A. Certainly, to get into a new profession which offered ceilings much above the profession they were in.

Mr. Stevenson: That is all.

Mr. Dickerman: No further questions.

Mr. Stevenson: Thank you, Mr. Blackburn.

(Witness excused.)

Mr. Stevenson: Mr. Minser, will you take the stand a minute?

E. J. MINSER was called as a witness by and on behalf of the Carriers, being first duly sworn, was examined and testified as follows, in rebuttal:

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*Direct examination by Mr. Stevenson:*

Q. Mr. Minser, will you give your name and address to the stenographer? A. E. J. Minser, 2503 West 51st Street, Kansas City, Kansas.

Q. Mr. Minser, are you assistant manager of operations for TWA? A. Yes, assistant director of operations.

Q. How long have you been with that company? A. I have been with Transcontinental and Western Air and predecessor companies since 1929.

Q. Have you prepared an exhibit having to do with TWA Constellations and DC-3 flights on pilots domiciled in New York, showing their various time components? A. I have.

Mr. Stevenson: I would like to introduce that as Carriers' Exhibit 158.

The Chairman: It may be received and so marked.

(Thereupon the document referred to was marked Carriers' Exhibit 158 and received in evidence.)

*By Mr. Stevenson:*

Q. Will you explain this briefly, please? A. The purpose of this exhibit is to demonstrate the increase in number of trips required on a Constellation by a pilot as compared with that on the DC-3 flight on relatively short runs, runs on which the pilot can operate between the point of origin and destination without incurring excessive lay-over time.

While it is noted here that the total flight time per trip decreases thereby increasing the number of trips necessary to attain an 85 hour per month flight time, certain other advantages, however, are incurred by the pilot in this particular exhibit, and this covers two paired Con-