



NATIONAL MEDIATION BOARD
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30 NMB No. 61
July 11, 2003

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National Labor Relations Board
1099 14th Street, NW.
Washington, DC 20570-0001

Re: NMB File No. CJ-6781
NLRB Case No. 36-RC-6169
John Menzies PLC, d/b/a Ogden Ground Servs., Inc.

Dear Mr. Wedekind:

This letter responds to your request for the National Mediation Board's (NMB) opinion regarding whether John Menzies, PLC d/b/a Ogden Ground Services, Inc.¹ (Menzies or Ogden) is subject to the Railway Labor Act (RLA), 45 U.S.C. § 151, *et seq.* On February 24, 2003, the National Labor Relations Board (NLRB) requested an opinion regarding whether Menzies' operations at Portland International Airport, Portland, Oregon (Portland), are subject to the RLA.

For the reasons discussed below, the NMB's opinion is that Menzies' operations and its employees at Portland are subject to the RLA.

¹ Ogden was acquired by Menzies in November 2000.

I. PROCEDURAL BACKGROUND

This case arose out of a representation petition filed by the International Association of Machinists & Aerospace Workers, AFL-CIO, District Lodge 24 (IAM or Organization), on September 23, 2002, with the NLRB. The IAM seeks to represent commercial aviation employees, including all full-time and part-time ramp agents, ramp leads, cleaners, cleaner leads, lavatory technicians, and mechanics helpers employed by Menzies at Portland. A hearing was held in NLRB Region 19 on October 4 and 11, 2002. On February 24, 2003, the NLRB requested an NMB opinion regarding the NMB's jurisdiction over Menzies' Portland operations. On February 26, 2003, the NMB assigned Eileen M. Hennessey to investigate. The participants filed submissions with the NMB on March 14, 2003. Menzies filed a supplemental position statement on March 31, 2003. The IAM responded to Menzies' supplemental position statement on April 4, 2003.

The NMB's opinion in this case is based upon the request and record provided by the NLRB including the hearing transcript provided by the NLRB and the position statements submitted by Menzies and IAM.

II. MENZIES' CONTENTIONS

Menzies contends that it meets both the function and control tests established by the NMB for determining jurisdiction. Menzies notes that IAM stipulated that the work performed by the employees at issue in this case is work traditionally performed by employees in the airline industry.

According to Menzies, the dispute in this case centers around the second prong of the NMB's jurisdiction test, the "control test." Menzies argues that Alaska Airlines (Alaska), the only carrier Menzies has a contract with at Portland, exercises direct and indirect control over Menzies' employees. Menzies asserts that Alaska's power to control Menzies' operations is grounded in the service contract between Alaska and Menzies. According to Menzies, this contract authorizes Alaska to hold

Menzies to Alaska's service and safety standards and establishes standards for appearance and qualifications of employees. Menzies argues that the contract places many of Menzies traditional rights as an employer under Alaska's control. Alaska can request termination of any employee it finds unsatisfactory for any reason; thus, according to Menzies, this power essentially allows Alaska to choose which employees are hired in the first place, because the airline can immediately refuse to permit the employee to work around Alaska aircraft for almost any reason. Menzies states that Alaska has daily direct control over Menzies employees through directives from Alaska's Operations Department as well as crew scheduling. Menzies states that Alaska has extended certain benefits to Menzies employees such as flight passes, t-shirts, and invitations to attend Alaska events.

Menzies states that Alaska sets and enforces performance expectations for Menzies in the areas of safety, timeliness, cleaning, and baggage handling. Menzies also contends that the contract between Menzies and Alaska requires Menzies to maintain all records in connection with the services Menzies provides and maintain the records for Alaska's discretionary inspection.

Menzies states that Alaska provides equipment and facilities to Menzies. Menzies argues that Alaska dictates the form and content of training that Menzies' Portland employees receive. Menzies contends that Alaska has the right to cancel the contract for any or no reason as long as Alaska provides 30 days notice. Thus, Alaska possesses enormous leverage to control Menzies' operations under threat of termination of Menzies' only contract at Portland.

Finally, Menzies argues that both circumstances and NMB standards for evaluating carrier control have changed since the NMB's 1996 *Ogden* decision. *Ogden Aviation Servs.*, 23 NMB 98 (1996). First, Menzies argues that *Ogden* no longer exists in the corporate form which existed in 1996. Second, Menzies argues that many of Menzies' competitors have recently been held subject to the RLA's jurisdiction. Menzies states that public policy supports RLA jurisdiction in this case.

III. IAM'S CONTENTIONS

IAM states that Ogden has a long history of collective bargaining under the National Labor Relations Act (NLRA) and a finding of RLA jurisdiction would threaten the collective bargaining relationships at other Menzies locations. Furthermore, the IAM contends that there is not sufficient carrier control at Menzies' Portland operations to warrant jurisdiction under the RLA. According to the IAM, Alaska's involvement in Menzies personnel matters is minimal. Menzies hires, evaluates, schedules, supervises, trains and disciplines its own employees. The IAM argues Menzies' Portland employees receive employment and benefit information from Menzies. Menzies determines the rates of pay, benefits, and working conditions for its Portland employees.

The IAM argues that the NMB has repeatedly answered the question of carrier control over Ogden at various locations and has consistently found that Ogden does not fall under RLA jurisdiction. The IAM states that there is no evidence of substantially different, much less a greater degree, of carrier control over Menzies' operations at Portland than is present at other Ogden locations previously examined by the Board.

IV. FINDINGS OF FACT

Menzies

Menzies is a global aviation support company based in the United Kingdom. Menzies provides ground handling, cargo handling, aircraft maintenance, and aviation-related services in locations around the world. In November 2000, Menzies acquired the ground handling and aviation support services business (other than fueling) of Ogden Ground Services, Inc. Following the acquisition of Ogden, Menzies replaced Ogden as the contracting party and employer at all locations except Los Angeles International Airport (Los Angeles). Menzies continues to do business at Los Angeles as Ogden Ground Services due to license

and permit issues which are unique to Los Angeles and which precluded re-branding the operation at that location to Menzies.

Menzies currently operates at 10 airports throughout the United States performing a range of traditional aviation support services for domestic and international air carriers, including: ground handling, baggage interlining, cargo handling, cabin cleaning, passenger service, mail distribution, aircraft maintenance, and crew transportation.

Menzies has collective bargaining agreements in place with the IAM at San Francisco International Airport; the International Longshore & Warehouse Union at the San Jose and Oakland airports; the Hotel and Restaurant Employees Union at Pittsburgh International Airport; and the International Brotherhood of Teamsters at the Los Angeles airport.

Between 1961 and 2000, the NLRB held 15 representation elections involving Ogden. All of these elections were prior to Ogden's acquisition by Menzies.

Menzies' employees service Alaska at Portland. This service includes loading and unloading baggage, freight and mail, as well as driving and operating specialized commercial aircraft service equipment. Menzies also cleans the interior of the aircraft and facilities and restocks supplies. The job titles included in this application are: ramp agents, ramp leads, cleaners, cleaner leads, lavatory technicians, and mechanics helpers. At Portland, Menzies employs 60-65 ramp agents and 30-35 cleaners.

The Contract Between Alaska and Menzies

On January 1, 1988, Alaska and Ogden entered into a contract titled "Airport Ground Services Agreement" (contract). The contract remains in effect for consecutive yearly terms until terminated by either party and is currently in effect between Alaska and Menzies.

Pursuant to the contract, Alaska pays Menzies based upon the number of aircraft Menzies services. Menzies submits monthly invoices to Alaska.

Section 4 of the contract states that Menzies will maintain records in connection with the services performed pursuant to the contract for at least 24 months following Alaska's receipt of an invoice covering the services. Section 4 of the contract also details Alaska's right to audit Menzies' records including records which cover Menzies' "procedures and controls with respect to chargeable costs."

Alaska audits Menzies' performance, training, and GSE maintenance records as well as the monthly invoices Menzies submits to Alaska for services rendered. Alaska schedules a quarterly audit of Menzies' employee training files, operational files, and airport security files. Representatives from Alaska perform the audit with the assistance of Menzies' trainer and supervisors. Upon completion of the audit, Alaska furnishes Menzies with a written evaluation. Alaska will also review the evaluation with the Menzies trainer. After reviewing the evaluation from Alaska, Menzies is required to address the issues identified in the evaluation.

Section 5 of the contract details Alaska's right to impose "Standards of Service" on Menzies and its employees:

All services to be performed by [Menzies] hereunder shall conform to the requirements of the Federal Aviation Administration [FAA] and other applicable government agencies, and to the service standards established by [Alaska] for its own operations. [Menzies] agrees that the services provided hereunder shall be performed by qualified, uniformed, well groomed, diligent, efficient employees, who emulate and reflect airline service philosophy and concepts.

Section 6 of the contract states that Menzies “assumes full responsibility for the staffing, assignment, and supervision of the personnel performing services under the terms” of the contract. The contract also states that Menzies “will remove from service any of its employees who, in the sole opinion of [Alaska] display improper conduct or who for any other reason whatsoever are unsatisfactory to Menzies or are deemed not qualified.” Menzies must complete all security background checks on employees that may be required by the FAA. The contract contains specific lists and instructions regarding aircraft handling and ramp services provided by Menzies to Alaska.

Removal or Reassignment of Menzies Employees

Al Schmeichel, Menzies’ Portland Station Manager, testified that Menzies has never refused Alaska’s request that Menzies reassign or remove a Menzies employee. Schmeichel testified that in August 2002, Alaska complained that a ramp agent reeked of alcohol in the morning and requested the ramp agent be removed from service. Schmeichel testified that he did not wish to terminate the ramp agent because of the agent’s otherwise solid performance and requested that he counsel the agent instead. Alaska insisted that the agent be prohibited from working around its aircraft. Menzies, therefore, terminated the ramp agent. Schmeichel and Ron Hollod, Menzies’ Portland Operations Manager, testified to two other instances where Menzies reassigned Menzies employees based upon Alaska’s request.

Alaska’s Procedures and Monitoring of Menzies’ Performance

Hollod testified that he meets with Alaska’s management each morning. During this meeting, Alaska provides Hollod with verbal or written feedback regarding service failures or personnel issues as well as any operational issues.

Menzies employees must follow the procedures contained in Alaska’s procedure manuals including Alaska’s “Customer Service Manual Aircraft & Ground Handling” and Alaska’s “Customer Service Manual Baggage.” Alaska also provides Menzies

employees with condensed pocket reference guides such as Alaska's "Ground Operations Quick Reference Guide."

Every morning Menzies' ramp leads pick up a "load sheet" from Alaska's Operations Agent. The "load sheet" provides specific instructions regarding where the ramp agents are to store luggage, freight, and mail. After completing the load for each flight, Menzies' ramp lead contacts Alaska Operations via radio and informs Alaska that the load has been completed. The Menzies ramp lead also completes the "load sheet" verifying each item that has been loaded, and submits the "load sheet" to Alaska. Alaska reviews the "load sheets" for accuracy and if the form is incorrect Alaska may ask the Menzies ramp lead to return to Operations and correct the form.

Every night Alaska requires that Menzies employees do a security sweep. Alaska requires that Menzies complete Alaska's "Daily Aircraft Security Search Log" for each departing aircraft.

Menzies employees at Alaska's Portland station use a "Payload" computer system which is a scanning device for packages. The computer system is owned by Alaska and is issued to Menzies. On a daily basis Alaska uses the data from the Payload scanning system to monitor Menzies' performance.

Schmeichel testified that Alaska's operations personnel are in "constant communication" with Menzies employees. All of Menzies' ramp leads carry two-way radios using Alaska's radio frequencies and communicate directly with Alaska's operations personnel on a flight by flight basis. Alaska communicates directly with Menzies ramp leads to instruct Menzies to unload cancelled flights or to instruct Menzies to correct deficiencies in performance.

Hollod testified that Alaska flight attendants communicate directly with cleaners. Hollod testified:

A: The flight attendants, part of their . . . responsibility is to make sure the aircraft has been

cleaned to their standards. If it's not. . . the cleaners will get a radio call . . .

A: Cleaners now all carry radios with [them], and they communicate [with] them that way. Sometimes the flight attendants will just tell them right there when they are cleaning the aircraft. They'll just say that we need a seat cushion changed. . . .

Joseph Erndt works as a "fill-in" ramp lead for Menzies. Benjamin Prodoehl testified that he is a ramp lead for Menzies. Both Prodoehl and Erndt testified that as lead employees they carry a two-way radio set to an Alaska frequency. Both Prodoehl and Erndt stated that they receive instructions from Alaska operations personnel over the radio. Erndt stated that on a daily basis he uses the radio to communicate with Alaska operations personnel to "ask for permission." Prodoehl stated that he communicates with Alaska operations personnel on a daily basis, approximately "every other flight," or three to five flights per day.

Erndt also testified that when he cleaned lavatories and a flight attendant observed him doing something wrong, the flight attendant would tell Erndt directly "to go back and clean that row out again, or get those papers out of there."

Scheduling and Staffing

Menzies schedules its employees based upon Alaska's flight schedules. Each morning, Alaska provides Menzies with a "gate sheet" which reflects the gate, arrival and departure times of each flight. Menzies bases its crew rotations on Alaska's gate sheet and modifies its crew rotations based on any modifications Alaska makes to its schedule.

Alaska dictates the number of Menzies employees that are required for pushback and arrival of aircraft as well as how many cleaners are required for each aircraft. Alaska must approve any overtime that it will pay Menzies under the contract. Alaska requires that Menzies staff the bag room 90 minutes before the

first departure in the morning. Menzies' employees must work until any delayed aircraft leaves.

Performance Standards

Alaska sets performance standards for Menzies employees. Alaska monitors on-time performance on a flight by flight basis. Menzies must justify any delay over two minutes and create a daily report. Alaska uses this information to create daily and monthly reports on on-time performance. Alaska also grades Menzies on their handling of baggage. As with the on-time performance reports, Alaska provides Menzies with a monthly baggage report reflecting Menzies' overall monthly baggage performance.

Alaska sets the cleaning methods and standards Menzies must abide by when cleaning Alaska's aircraft. Alaska monitors Menzies' aircraft cleaning on a daily basis. After completing cleaning work on each aircraft, Menzies cleaners must complete Alaska's "Fleet Service Control Sheet." On a daily basis, Menzies tabulates the numbers for each of these forms and transfers this information to a master copy for Alaska. Alaska also requires cleaners to complete RON ("remains overnight") checklists for planes remaining overnight. Alaska provides Menzies with a "Fleet Service Station Summary Performance Log" summarizing Menzies' daily cleaning performance. Alaska flight crews monitor Menzies' cleaning performance through on-site inspections. If a flight attendant observes a deficiency in Menzies' cleaning performance, Menzies cleaners receive a radio call from Alaska directing them to return to the aircraft to address the issue. Alaska's crew conducts weekly audits of Menzies' cleaning and completes "Cabin Evaluation Forms" which are submitted to Alaska's station Manager. Any deficiencies are also reported to Menzies.

Alaska has complained to Menzies about Menzies personnel who have failed to follow Alaska's procedures. Menzies investigated the complaints and advised Alaska how the complaints were addressed. For example, Alaska's baggage service personnel complained about Menzies ramp agents' handling of luggage. Menzies' supervisors either counseled or disciplined the Menzies ramp agents involved. Menzies has also counseled cleaners based upon negative information contained in Alaska's cleaning evaluation forms.

Training

In January 2000, Alaska Airlines Flight 261 crashed off the coast of California. Since this crash and the events of September 11, 2001, both the FAA and other government agencies have subjected Alaska and its subcontractors to increased scrutiny regarding safety and related training procedures. Alaska implemented a new Safety Department in Seattle, Washington in response to these events. The increase in government controls and Alaska's own new safety procedures resulted in an entirely new training format for Menzies and its employees. For example, Menzies must now search each aircraft every night and conduct "positive bag matches." Alaska sets the protocol and monitors Menzies' performance in these areas.

Alaska requires that Menzies use a training folder supplied by Alaska for all new employees. Alaska requires that Menzies maintain each page in the training folder in a certain order and retain copies of all training documentation in this folder. These folders are subject to audit by Alaska. Alaska requires that Menzies employees receive annual recurrent training. Alaska provides Menzies with written notification of revisions to Alaska's training manual and Menzies must monitor Alaska's training website for other revisions.

When Alaska mandates that Menzies implement new technology, Alaska directly trains Menzies' employees. For example, Alaska implemented a "Payload" program using technology to scan baggage and packages using a bar code which it requires Menzies to use at the Portland station. Alaska

personnel from Seattle trained Menzies employees on operation of the “Payload” system.

Alaska mandates that its own Maintenance Department trainers conduct “push back” procedure training for Menzies employees. Alaska conducts this training at the Portland station bi-annually.

Equipment and Office Space

Alaska furnishes and maintains the tow-bars Menzies uses. Alaska also provides wheel chocks and delinear safety posts. Alaska provides Menzies with two computers to monitor flight activity. Alaska provides Menzies with Flight Information Display screens located in Menzies break rooms and bag well. Alaska provides Menzies with the supplies needed to service the aircraft. Alaska provided Menzies with the equipment needed to implement the “Payload” system. Alaska is also experimenting with additional new technology in the form of a mini portable computer called a “tough book.” Alaska provides Menzies with four of these “tough books.”

Menzies subleases office space from Alaska at below market value. Alaska provides work areas for Menzies at no cost to Menzies. Alaska has access to the work areas it provides to Menzies. Menzies employees share the same bathrooms as Alaska employees. Menzies employees share work areas with Alaska employees including the bag well and the RAC room. Alaska provides security codes to Menzies’ employees so that they can enter the jetway and access Alaska’s computers that Alaska provides to Menzies.

Benefits

Alaska extends the same flight benefits to Menzies employees as it does to its own employees. Alaska also gives Menzies employees t-shirts and hats. Alaska occasionally invites Menzies employees to social activities it has for Alaska employees.

Menzies Attendance at Alaska Meetings

Menzies is required to send a representative to Alaska's monthly safety meetings and to Alaska's monthly baggage meetings. Menzies also attends Alaska's monthly Ramp Action Center (RAC) meetings.

V. DISCUSSION

APPLICABLE LEGAL STANDARD

When an employer is not a rail or air carrier engaged in the transportation of freight or passengers, the NMB applies a two-part test in determining whether the employer and its employees are subject to the RLA. *Avex Flight Support*, 30 NMB 355 (2003). First, the NMB determines whether the nature of the work is that traditionally performed by employees of rail or air carriers – the function test. Second, the NMB determines whether the employer is directly or indirectly owned or controlled by, or under common control with a carrier or carriers – the control test. Both parts of the test must be satisfied for the NMB to assert jurisdiction. *Avex Flight Support*, above. See also *Argenbright Sec., Inc.*, 29 NMB 340 (2002).

Menzies does not fly aircraft and is not directly or indirectly owned by an air carrier. Therefore, to determine whether Menzies is subject to the RLA, the NMB must consider the nature of the work performed and the degree of control exercised by its air carrier customers.

Menzies' Employees Perform Work Traditionally
Performed by Employees of Air Carriers

Menzies' employees provide fleet services for Alaska at Portland. Menzies and the IAM stipulated at the hearing that the employees in the petitioned for unit perform work that traditionally has been performed by airline employees. In addition, the NMB has found that these services are traditionally performed by employees in the airline industry. *Integrated Airline Servs., Inc.*, 29 NMB 196, 199-200 (2002); *Globe Aviation Servs.*,

28 NMB 41, 45 (2000); *Evergreen Aviation Ground Logistics Enters., Inc.*, 25 NMB 460, 462 (1998); *AMR Combs-Memphis, Inc.* 18 NMB 380, 381 (1991); *Ground Handling, Inc.*, 13 NMB 116, 117 (1986). Therefore, the NMB finds that Menzies' employees perform functions which have been traditionally performed by airline employees.

Carrier Control Over Menzies and Its Employees

To determine whether there is carrier control over a company, the NMB looks at several factors including: the extent of the carriers' control over the manner in which the company conducts its business; access to company's operations and records; role in personnel decisions; degree of supervision over the company's employees; control over employee training; and whether company employees are held out to the public as employees of the carrier. *Aeroground, Inc.*, 28 NMB 510 (2001); *Miami Aircraft Support*, 21 NMB 78 (1993); *Ogden Aviation Servs.*, 20 NMB 181 (1993); *Sapado I (Dobbs Int'l Servs., Inc.)*, 18 NMB 525 (1991).

Alaska exercises substantial control over Menzies' Portland operations. Alaska requires Menzies' employees to follow Alaska's operating and training procedures. Alaska's operations personnel direct and supervise Menzies' ramp service agents, and cabin service agents. Alaska's operations personnel report problems with Menzies service or employees and in some cases recommend discipline. Menzies follows the carrier's recommendations. In addition, Alaska reviews Menzies' records including monitoring daily and monthly cleaning, baggage handling, and on-time performance records. Alaska's schedules dictate Menzies' staffing levels and hours. Menzies provides uniforms to its employees, however, the contract between Alaska and Menzies stipulates personal appearance standards.

Alaska provides four airline passes per year to Menzies employees. Menzies leases office space from Alaska at below market rate. Alaska provides work space and equipment for Menzies' Portland operations at no charge to Menzies. Menzies

employees interact with Alaska personnel frequently throughout the course of a day.

The IAM argues that a ruling of RLA jurisdiction in this case would be contrary to established precedent of both the NLRB and NMB. The IAM relies primarily on four NMB determinations concerning Ogden or predecessor organizations² as well as NLRB election history of Ogden Aviation Services Company from 1961-2000 showing that the NLRB asserted jurisdiction over Ogden operations in 15 cases.

The NMB has long held that the RLA deals with the present status and present interests of employees. *Argenbright Sec., Inc.*, 29 NMB 332 (2002); *Raytheon Travel Air*, 29 NMB 181 (2002). The facts in this case are distinguishable from the NMB's previous *Ogden* determinations. Since the NMB's previous *Ogden* determinations, there have been significant changes in airport operations due to security and safety concerns. These changes have resulted in greater control exercised by air carriers over airline service companies. Alaska has significant daily control over Menzies' Portland operations. This increase in control is due in part to several factors: Menzies' acquisition of Ogden, increased safety requirements imposed by Alaska as a result of the events of September 11, 2001, and the crash of Alaska Flight 261 in January 2000.

² *Ogden Aviation Servs.*, 23 NMB 98 (1996) (NMB determined that Ogden is not controlled by carriers; therefore ramp and cabin service employees at San Francisco International Airport are not covered by the RLA.); *Ogden Aviation Servs.*, 20 NMB 181 (1993) (Ogden's operations at Pittsburgh International Airport are not subject to RLA jurisdiction; terms of the contracts between Ogden and its airline customers illustrate the lack of significant direct or indirect control between the carriers and the contractor.); *Allied Maint. Corp.*, 13 NMB 255 (1986) (The degree of control exercised by the air carriers is insufficient to establish carrier control over Allied under the RLA.); *Allied Aviation Serv. Co. of Texas*, 11 NMB 239 (1984) (Control exercised by a carrier is insufficient to render Allied a carrier under the RLA.)

The NMB has addressed the issue of RLA jurisdiction of airline service companies numerous times since its 1996 *Ogden* ruling. *Argenbright Sec., Inc.*, 29 NMB 340 (2002); *Argenbright Sec., Inc.*, 29 NMB 332 (2002); *Integrated Airline Servs., Inc.*, 29 NMB 196 (2002); *Huntleigh USA Corp.*, 29 NMB 121 (2001); *Trux Transp., Inc. d/b/a Trux Airline Cargo Servs.*, 28 NMB 518 (2001); *Aeroground, Inc.*, 28 NMB 510 (2001); *North American Aviation Serv., PHL, Inc.*, 28 NMB 155 (2000); *Globe Aviation Servs.*, 28 NMB 41 (2000); *Command Sec. Corp., d/b/a Aviation Safeguards*, 27 NMB 581 (2000); *Milepost Indus.*, 27 NMB 362 (2000); *AVGR Int'l Bus., Inc. d/b/a United Safeguard Agency*, 27 NMB 232 (2000); *Worldwide Flight Servs., Inc.*, 27 NMB 93 (1999); *International Total Servs.*, 26 NMB 72 (1998); *Evergreen Aviation Ground Logistics Enters.*, 25 NMB 460 (1998); *ServiceMaster Aviation Servs.*, 24 NMB 181 (1997). In each of these cases the Board has found that the airline service companies fall within the RLA's jurisdiction because a carrier or carriers exercise significant control over the airline service companies' operation at a particular airport. The NMB's determination in this case is consistent with this precedent.

The record shows that the Alaska exercises sufficient control over Menzies' employees to support a finding of RLA jurisdiction.

CONCLUSION

Based on the record in this case and for the reasons discussed above, the NMB's opinion is that Menzies and its employees at Portland are subject to the RLA. This opinion may be cited as *John Menzies PLC, d/b/a Ogden Ground Servs., Inc.*, 30 NMB 404 (2003).

By direction of the NATIONAL MEDIATION BOARD.

A handwritten signature in black ink that reads "Benetta M. Mansfield". The signature is written in a cursive, flowing style.

Benetta M. Mansfield
Chief of Staff

Copies to:
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