



NATIONAL MEDIATION BOARD

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31 NMB No. 107

August 26, 2004

Richard A. Seigel
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National Labor Relations Board
1099 14th Street, N.W.
Washington, DC 20571-0001

Re: NMB File No. CJ-6853
John Menzies, PLC d/b/a Ogden Services, Inc.

Dear Mr. Seigel:

This letter responds to your request for the National Mediation Board's (NMB) opinion regarding whether John Menzies, PLC d/b/a Ogden Services, Inc. (Menzies) is subject to the Railway Labor Act (RLA), 45 U.S.C. § 151, *et seq.* On June 9, 2004, the National Labor Relations Board (NLRB) requested an opinion regarding whether Menzies' operations at the San Francisco International Airport (SFO) are subject to the RLA.

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

I. PROCEDURAL BACKGROUND

This case arose out of unfair labor practice charges filed with Region 20, NLRB, by the International Association of Machinists & Aerospace Workers, AFL-CIO (IAM) on December 23, 2003. During the course of the NLRB investigation, Menzies asserted as a defense that it is subject to the RLA and not subject to the jurisdiction of the NLRB.

On February 18, 2004, the NLRB Regional Director dismissed the IAM's unfair labor practice charge. On March 3, 2004, the IAM appealed the Regional Director's dismissal of the charge to the NLRB Office of Appeals. On May 4, 2004, the Office of Appeals sustained the appeal, stating that "the matter presented jurisdictional issues that require referral to the [NMB] for an advisory opinion. . . ." On June 9, 2004, the NLRB requested an NMB opinion regarding the NMB's jurisdiction over Menzies' operations at SFO. On July 15, 2004, the IAM and Menzies filed position statements. On August 18, 2004, the IAM and Menzies filed responses to the initial position statements.

The NMB's opinion in this case is based upon the request which includes an NLRB analysis and record provided by the NLRB and the position statements of Menzies and the IAM.

II. MENZIES' CONTENTIONS

Initially, Menzies notes that within the past 12 months the NMB has ruled that Menzies and its employees at the Los Angeles and Portland airports are subject to RLA jurisdiction. *John Menzies, PLC d/b/a Ogden Ground Servs.*, 30 NMB 405 (2003) and *John Menzies, PLC, d/b/a Ogden Ground Servs.*, 30 NMB 463 (2003). (*Menzies*) Menzies contends that there is "no material difference" between the facts presented in those cases and those in the present case.

Menzies states that it meets the function part of the two-part test used by the NMB to determine its jurisdiction because the nature of the work is traditional airline work and the IAM does not dispute this contention. Menzies further states that the approximately 125 employees who work for Menzies at SFO work under contracts between Menzies and Alaska Airlines (Alaska) and Japan Air Lines (JAL). The employees under the Alaska contract load and unload passenger baggage and staff baggage areas; load carrier baggage dollies and operate dolly tractors along the runways; marshal aircraft and tow and push back aircraft; and clean aircraft and service aircraft lavatories. Menzies employees working under the contract with JAL

receive and stage export cargo; build up pallets, transport export cargo to aircraft and transport import cargo to the warehouse. Menzies states that this is work traditionally performed by airlines. See *Menzies, above; Int'l Cargo Mktg. Consultants, d/b/a Alliance Air*, 31 NMB 396 (2004).

Menzies contends that it also meets the control part of the test because virtually every aspect of its work is dictated and controlled by the carriers. For example, Menzies states that the contract with Alaska at SFO is comparable to that in Los Angeles and Portland where the NMB found RLA jurisdiction, and imposes service standards. Moreover, Menzies contends that Alaska imposes strict guidelines on safety, monitors Menzies' safety training and performance, and conducts regular safety meetings; Alaska's Operations personnel meet daily with Menzies' supervisors; Alaska sets performance standards; Alaska's Operations personnel direct Menzies employees on the ramp; and Alaska personnel communicate directly with Menzies' employees. Under the contract with JAL, Menzies states: "the agreement covers the same subjects Alaska the standard IATA agreement in effect at *Alliance, above*; JAL supervisors directly assign work to Menzies employees; JAL supervisors directly supervise, oversee, monitor, and evaluate Menzies' employees; Menzies' employees use JAL's equipment; and JAL flight schedules dictate the hours of work.

Menzies argues that the NMB's decision in *Ogden Aviation Servs.*, 23 NMB 98 (1996), which found the employees at SFO were not subject to RLA jurisdiction, is no longer dispositive. Menzies asserts that the Board has twice ruled that Menzies' operations are subject to RLA jurisdiction, *Menzies, above*. Menzies also argues that the Ogden structure that was present in 1996 no longer exists. Menzies notes that many of its competitors have been held subject to RLA jurisdiction citing, for example, *Worldwide Flight Servs., Inc.*, 27 NMB 93 (2000); and *Globe Aviation Servs.*, 28 NMB 41 (2000). Menzies states that the record before the NMB in these cases demonstrates substantial control over Menzies' operations and

notes that “the RLA deals with the present status and the present interest of the employees.” *Menzies, above* at 419.

In its response, *Menzies* argues that the affidavits submitted by the IAM support *Menzies* position that the carriers exercise significant control over its operations at SFO.

For these reasons and based upon good public policy, *Menzies* argues, the Board should issue an opinion that the employees at SFO are subject to RLA jurisdiction.

III. IAM’S CONTENTIONS

The IAM contends that regardless of the facts presented in the *Menzies* cases, the factual circumstances have not changed significantly at SFO since the NMB’s 1996 decision in *Ogden Aviation Servs.*, 23 NMB 98 (1996). The IAM states that neither *Menzies*’ acquisition of Ogden nor the post September 11, 2001 increases in security have resulted in increased carrier control at SFO. The IAM further notes that it has had successive collective bargaining agreements with Ogden covering the SFO employees since 1997 until *Menzies* refused to meet and negotiate a successor agreement.

The IAM attaches statements from two employees who have worked at the SFO operations since 1996. IAM witness Edgar Mendes states that he has worked on the ramp under the Alaska contract since 1996, and that the degree of control by Alaska has not changed. Mendes particularly asserts: *Menzies* hires without input from Alaska; *Menzies*’ employees wear uniforms which do not identify them with the carrier; *Menzies* trains the employees; employee pay and benefits is set by the union contract; and discipline and discharge is handled by *Menzies*. A former *Menzies* employee, Robert Hick, worked under the JAL contract in cargo operations. He states that he “has worked in the cargo operations for nearly 15 years. The cargo operations have not changed in any significant way since 1996. . . .”

The IAM argues that the change in corporate ownership from Ogden to Menzies has not resulted in increased carrier control over the SFO operations, nor has it changed the day to day functioning of the SFO operations.

Based on this evidence, the IAM contends that there is no evidentiary basis to overturn the NMB's 1996 determination. The IAM also requests that the Board should not consider overturning precedent without "conducting an extensive on-site investigation, including interviews with several of the affected employees, as it did in 1996."

Therefore, the IAM contends that the NMB should recommend that it does not have jurisdiction under the RLA.

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, Inc. 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 eight 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. In addition, Menzies performs ramp service at four other airports. At SFO

and three other airports, it performs these functions under contract with Alaska. Menzies has a single form of service agreement with Alaska which is supplemented only by a local pricing agreement.

At the time of Menzies acquisition of Ogden, Ogden was a party to a collective bargaining agreement with the International Longshore & Warehouse Union (ILWU) at the San Jose Airport. After the NMB ruled in *Menzies*, 30 NMB 405 (2003), Menzies notified the ILWU that it was withdrawing recognition upon expiration of the contract. Menzies employees at San Jose Airport are currently non-union. At SFO, Menzies employees are covered by a collective bargaining agreement with the IAM, which expired on December 31, 2003. Menzies and the IAM have agreed to extend the expired contract until the NMB issues a determination on its operations at SFO.

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 has approximately 127 employees working at SFO. All of the employees perform work for the two carriers with whom Menzies has contracted. Forty-four employees work at the JAL cargo facility performing warehousing functions; and 83 employees service the AS contract at SFO. For Alaska, Menzies employees load and unload baggage, freight, and mail; drive and operate specialized commercial aircraft service equipment; clean the interior of Alaska aircraft and facilities; and restock supplies. For JAL, Menzies employees handle the outsourced cargo warehousing services including loading and unloading freighter aircraft, receiving cargo, palletizing cargo, breaking cargo down, and staging cargo for the warehouse, etc.

The Relationship between Alaska and Menzies

1. The Contract between Alaska and Menzies

In April 2000, 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.

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 and 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' trainers 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 Menzies provides Alaska.

2. Removal or Reassignment of Menzies’ Employees

Guy Hall, Menzies’ General Manager at SFO from April 2001 until January 2004,* testified that in the past two years, Alaska made several requests to Menzies to remove employees from working on or around their aircraft or request that Menzies’ employees be disciplined. Hall stated that when “Alaska makes these types of requests, we typically honor them because we are contractually bound to do so.” Hall did not detail any specific incidents of removal or discipline.

In a declaration provided by the IAM from Menzies employee Mendes, Mendes stated that discharge and discipline is controlled by Menzies. Mendes further states:

As an IAM steward on the 3:00 pm to 11:30 pm shift, it is one of my responsibilities to represent employees when the Company calls them in for disciplinary meetings. While an airline customer

* Since January 2004, Hall has been General Manager for Menzies at the San Jose International Airport. The current SFO General Manager for Menzies, Bill Dean, declared that he had reviewed Hall’s declaration and can certify as currently accurate the facts contained in Hall’s declaration.

might bring some problem to the Company's attention, the Company makes its own disciplinary decisions and airline customers are never involved in disciplinary meetings. To the best of my knowledge, no employee has ever been discharged or disciplined by the Company at the request of the airline customer.

3. Alaska's Procedures and Monitoring of Menzies' Performance

Hall declares that Alaska's Operations Personnel at SFO require Menzies' management to meet daily to discuss operational issues. During the meetings, the operational personnel provided Hall with verbal or written feedback regarding service failures or personnel issues as well as any operational issues. Menzies' supervisors and lead employees attend these daily meetings.

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.

Hall further states that Alaska Operations' personnel direct Menzies' employees on the ramp. On a daily basis, Alaska's Operations' personnel directly assign tasks to Menzies' supervisors and leads, who in turn direct Menzies' employees to complete the tasks. Alaska's Operations' personnel observe the Menzies employees and if a task is performed incorrectly, they will ask the employee or the lead to redo the task. If a Menzies employee's performance deficiency is serious, Alaska personnel has notified Hall or a Menzies manager and requested an investigation or follow-up explanation.

Hall also declares that Alaska's Station and Duty Manager conducts audits of Menzies for procedural and safety integrity twice a week. When the audit is completed, Alaska management sends any discrepancies to Menzies management via email. Once per month, the Alaska Regional Operations team conducts a formal audit of Menzies' performance. In every case, Menzies is expected to address outstanding problems and concerns immediately.

Alaska holds monthly safety meetings at SFO which Menzies' managers are expected to attend so they can relay the information to Menzies leads' and employees. Menzies also regularly receives safety alerts from Alaska via email.

Menzies' employees are on Alaska's radio frequency. Throughout the day, Alaska personnel communicate to Menzies employees with requests, changes to procedures, flight information, etc.

Alaska provides Menzies' cabin cleaners with checklists and manuals instructing how the cabins and bathrooms should be cleaned. Alaska monitors aircraft cleaning work daily. After completing the cleaning work on each aircraft, Menzies' cleaners must complete Alaska's "Fleet Service Control Sheet." Hall also states that Alaska's management, gate agents, flight attendants, and pilots communicate directly with cleaners. Hall states:

[I]f a cabin cleaner has not followed a proper procedure, and an Alaska flight attendant observes this, the flight attendant will ask the cabin cleaner to correct the problem.

4. 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.

5. 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. In addition to the on-time performance reports, Alaska provides Menzies with a monthly baggage report of 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.

6. Training

Alaska sets the safety protocol and monitors Menzies’ performance in these areas. Alaska requires that its trainers train the Menzies safety trainer on Alaska safety procedures. Once the Menzies trainers have satisfactorily completed the Alaska training program, the Menzies trainers then train new Menzies employees.

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 a regular 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.

7. 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. Menzies’ employees share the Alaska lunchroom with Alaska’s employees. Menzies leases some locker room space from Alaska at the same rate as the city of San Francisco charges Alaska, plus a 15 percent administrative fee charged by Alaska. Alaska provides Menzies’ employees with the same flight benefits as the Alaska employees.

The Relationship between JAL and Alaska

1. The Contract between JAL and Menzies

The Memorandum of Understanding (MOU) between JAL and Menzies remains the same year-to-year, with changes in rates. The MOU incorporates by reference the International Air Transport Association (IATA) ground handling agreements.

The MOU, at Section 2.1, dictates the manning requirements for Menzies to service JAL.

Section 2.4 of the MOU requires that Menzies attend a monthly meeting with JAL staff to discuss manning, assignments, safety, irregularities and other matters. Section 2.6 requires that Menzies establish a Safety Committee consisting of at least two persons to implement and evaluate safety programs and work with the JAL Safety Committee.

The MOU, at Section 2.7, requires Menzies to maintain education and training records and make them available to JAL staff “upon demand.” It also requires that Menzies establish a warehouse handling manual and training system within five months from the date of the agreement.

2. Removal or Reassignment of Menzies’ Employees

Menzies hires the employees to work under the JAL MOU. During the Menzies’ employees probationary period, JAL’s management carefully observes the new hire’s performance. If JAL is dissatisfied with the performance, JAL reports this to Menzies management and the employee will not pass his/her or its probationary period. Hall did not cite any specific incidents of this and there is no evidence that JAL has requested discipline or removal of any Menzies’ employee.

3. JAL Monitoring of Menzies’ Performance

Hall declares that of the 44 employees working on the JAL work, half work on the day shift, and half work on the

night shift. During the day shift, JAL's supervisors directly oversee the work of Menzies' employees in the JAL warehouse. Hall estimates that during 95 percent of the work shift, JAL's supervisors directly oversee, monitor, and evaluate the work of Menzies' employees. If a JAL supervisor is unhappy with a Menzies employee's performance, the JAL supervisor often addresses the issue directly with the employee or the lead employee. On the night shift, a JAL supervisor directly supervises the Menzies employees. There is no Menzies supervisor on the night shift.

JAL holds monthly safety meetings at SFO and requires all Menzies' employees to attend. Two or three times annually, JAL conducts safety campaigns during which JAL's personnel audit Menzies' safety procedures. JAL also performs regular audits of Menzies policies' and procedures, and notifies Menzies of any deficiencies in writing. Hall states that Menzies then addresses the issue immediately.

4. Scheduling and Staffing

Menzies schedules its employees based upon JAL's flight schedules. JAL establishes and modifies their flight schedules which form the basis for Menzies' work schedules. There is daily communication from Menzies to JAL managers regarding cargo activities, late departures and cargo handling irregularities.

5. Benefits and Equipment

JAL provides Menzies' employees with a break room and Menzies' management with an office. All of the equipment used by Menzies' employees is owned by JAL.

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, 361 (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, 346 (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 ground handling, cabin cleaning and baggage handling for Alaska; and cargo handling services for JAL. The NMB has found that these services are traditionally performed by employees in the airline industry. *Menzies*, 30 NMB 405, 418 (2003); *Menzies*, 30 NMB 463, 474 (2003); *Integrated Airline Servs., Inc.*, 29 NMB 196, 199 (2002); *Int'l Cargo Mktg. Consultants, d/b/a Alliance Air*, 31 NMB 396, 406 (2004); *N. Am. Aviation Serv.*, 28 NMB 155, 159 (2000). 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 carrier 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. *Menzies, above*; *Alliance Air, above*.

Alaska exercises substantial control over Menzies' SFO 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. Alaska provides airline passes for Menzies' employees. Menzies' employees interact with Alaska's personnel frequently throughout the course of a day.

Under the JAL agreement, JAL exercises substantial control over Menzies' operations' and employees at SFO. JAL schedules dictate staffing levels. JAL supervisors regularly supervise Menzies' employees. JAL regularly audits Menzies' safety training, safety standards, and other processes. Menzies' MOU with JAL grants JAL considerable control over all phases of its operations.

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 *Ogden Aviation Servs.*, 23 NMB 98 (1996), where the NMB found that there was insufficient evidence of carrier control over Ogden's operations to subject it to RLA jurisdiction.

The NMB has long held that the RLA deals with the present status and present interests of employees. *Menzies, above*; *Argenbright Sec., Inc.*, 29 NMB 332, 337 (2002); *Raytheon Travel Air*, 29 NMB 181, 183 (2002). The facts in this case are distinguishable from the NMB's previous *Ogden*

determination. As the NMB noted in *Menzies, above*; since September 11, 2001, 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 and JAL have significant daily control over Menzies' SFO operations. The agreements examined in this case were negotiated after 1996; and the facts presented are those after Menzies acquired Ogden's ground handling services. The NMB has found in other locations that Menzies' operations are subject to RLA jurisdiction. *Menzies, above*.

Moreover, 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); *N. Am. Aviation Servs., 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); *Int'l 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 Alaska and JAL exercise sufficient control over Menzies employees to support a finding of RLA jurisdiction. The record provides ample information for a ruling in this case. Therefore, the IAM's request for an extensive on-site investigation is denied.

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 the San Francisco International Airport are subject to the RLA. This opinion may be cited as, *John Menzies, PLC d/b/a Ogden Servs., Inc.*, 31 NMB 490 (2004).

By direction of the NATIONAL MEDIATION BOARD.



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General Counsel

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