



**NATIONAL MEDIATION BOARD**  
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46 NMB No. 20  
August 30, 2019

Cathleen D. Perry  
Assistant Solicitor  
National Labor Relations Board  
1015 Half Street, SE  
Washington, DC 20570-0001

Re: NMB File No. CJ-7186  
NLRB Case Nos. 13-CA-115933 and 13-CB-115935  
Oxford Electronics, Inc. / Worldwide Flight Services, Inc. / Total Facility  
Maintenance, Inc. / Twin Staffing, Inc.

Dear Ms. Perry:

This responds to your request for the National Mediation Board's (NMB or Board) opinion regarding whether Oxford Electronics, Inc. d/b/a Oxford Airport Technical Services (Oxford); Worldwide Flight Services, Inc. (Worldwide); Total Facility Maintenance, Inc. (Total); or Twin Staffing, Inc. (Twin) are subject to the Railway Labor Act (RLA), 45 U.S.C. § 151, *et seq.* On February 23, 2018, the National Labor Relations Board (NLRB) requested an opinion regarding whether those companies' operations at Terminal 5 of Chicago O'Hare International Airport (O'Hare) are subject to the RLA.

For the reasons discussed below, the NMB's opinion is that the operations and employees of Oxford, Worldwide, Total, and Twin at Terminal 5 of O'Hare are subject to the RLA.

## **I. PROCEDURAL BACKGROUND**

On March 4, 2013, the International Union of Operating Engineers, Local 399, AFL-CIO (IUOE) filed unfair labor practice charges with the NLRB against Oxford and the Chicago International Carriers' Association Terminal Equipment Corporation (CICA TEC) in Case 13-CA-099518 and against the Transport Workers Union of America, Air Transport Local 504, AFL-CIO (TWU) in Case 13-CB-099519. On May 10, 2013, the NLRB dismissed both charges for insufficient evidence.

On October 29, 2013, IUOE filed unfair labor practice charges with the NLRB against Oxford and Worldwide in Case 13-CA-11593, and against TWU in Case 13-CB-115935. Around January 14, 2014, the NLRB referred the cases to the NMB for a jurisdictional opinion. Subsequently, the NLRB withdrew the

referral. In late 2015, IUOE filed amended unfair labor practice charges in Case 13-CA-115933 against Total and Twin.

Following a hearing and the issuance of an Administrative Law Judge's decision and recommended order, the question of RLA jurisdiction over the operations of Oxford, Worldwide, Total, and Twin was raised and, on February 23, 2018, the NLRB again referred the cases to the NMB for a jurisdictional opinion.

Oxford, Worldwide, Total, Twin, TWU, and IUOE submitted statements and provided additional statements and information in response to NMB requests. The NMB's opinion is based on the request and record provided by the NLRB, as well as on the submissions.

## **II. FINDINGS OF FACT**

In 1993, the City of Chicago (Chicago) constructed Terminal 5 for international flights into and out of O'Hare. Chicago required the airlines operating out of Terminal 5 to form a corporation to provide certain necessary equipment and provide certain services at the terminal including the operation of the baggage system at issue in this case. These Member Airlines<sup>1</sup> formed CICA Terminal Equipment Corporation<sup>2</sup> (CICA TEC). CICA TEC's board of directors is composed of representatives from each of the airlines. Various positions for CICA TEC are elected from these board members, including the management committee that appoints an executive director to carry out the oversight of CICA TEC's operations at Terminal 5. Chicago also imposes certain requirements on CICA TEC, including the requirement that certain percentages of the work be performed by union employees, minority business enterprises (MBE) as defined by Chicago, and women owned business enterprises (WBE) also as defined by Chicago.

Since 1993, CICA TEC has had different subcontractors perform maintenance and repair on the baggage and electronic sorting system at Terminal 5, which processes approximately 5 million bags per year. The baggage conveyor and sorting system processes luggage from departing, arriving and connecting flights. The mechanics and their helpers service the conveyor and sorting system and clear baggage jams that occur. Dispatchers monitor the

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<sup>1</sup> At relevant times, member airlines included Alitalia – Linee Aeree Italiane S.p.A.; American Airlines, Inc.; American Trans Air, Inc.; British Airways PLC; Compagnie Nationale Air France; Compania Mexicana de Aviacion; Empresa Ecuatoriana de Aviacion; Japan Airlines Company Ltd.; JAT – Yugoslav Airlines; KLM Royal Dutch Airlines; Korean Air Lines Co., Ltd.; Lufthansa German Airlines; Scandinavian Airlines System; Swiss Air Transport Co., Ltd.; United Air Lines, Inc.; and Viacao Aerea Rio-Grandense.

<sup>2</sup> On May 12, 2018, CICA TEC expanded and changed its name to the Chicago Airline Terminal Consortium (CATCo). See Agreement with Chi. Airlines Terminal Consortium, Record No. SO2018-3040 (Office of the City Clerk, City of Chicago) (Apr. 18, 2018).

baggage system and report baggage jams and other mechanical problems to mechanics. The encoders type codes into the baggage sorting system to direct baggage through the system if the automatic sorting system is not able to read the barcode tag placed on baggage at check-in. The encoders may also fix tags that come loose and perform cleaning duties in the bag rooms and piers. Mechanics, helpers, and dispatchers are assigned to perform encoder work when there is a high amount of baggage being processed.

The mechanics also perform preventative maintenance and repairs on the jetways including the hydraulic system that allows the jetways to be positioned, the electric supply and lighting system within the jetways, and the “water cabinet” that provides fresh water to the aircraft while it is parked at the jetway. The mechanics perform the maintenance and repair work when the jetways are not attached to the aircraft.

In 2012, CICA TEC awarded the maintenance contract for the baggage and sorting system and jetways to Oxford. To meet the contractual requirements for a unionized work force, Oxford subcontracted the dispatcher and mechanic work to its parent company Worldwide.<sup>3</sup> In order to meet Chicago’s requirements regarding MBEs and WBEs, Oxford subcontracted with Total, a MBE, and Twin, a WBE, for encoders.<sup>4</sup>

### ***Daily Operations and Performance of Services***

#### Carrier Involvement in Day-to-Day Operations

Section 3.04, Exhibit A of the CICA TEC-Oxford Contract required Oxford to “perform its services on a 24 hours a day, 7 days a week schedule.” Oxford established four staggered shifts for subcontractor employees to provide 24 hour coverage. The NLRB’s record indicates that Member Airlines either informed Worldwide Dispatchers of mechanical problems or informed Oxford’s Facility Manager Robert Jensen. When Jensen received a notification, he would direct a Worldwide mechanic to address the problem.

At the hearing, a mechanic testified that “once every two to three days” CICA TEC’s Executive Director<sup>5</sup> mentioned mechanical needs to Oxford, and

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<sup>3</sup> The NMB has previously certified TWU as the representative of Worldwide’s Fleet Service Employees craft or class and its Mechanics and Related Employees craft or class. *Worldwide Flight Servs., Inc.*, 27 NMB 93 (1999); *Worldwide Flight Servs., Inc.*, 27 NMB 96 (1999).

<sup>4</sup> Total employees had been performing encoder work as a subcontractor MBE for ABM Engineering Services, Inc., Oxford’s predecessor on the maintenance contract with CICA TEC.

<sup>5</sup> CICA TEC contracted with management services companies to perform its executive director function. Until early 2016, CICA TEC contracted with Airport Management Services, Inc. and Jack Rantilla performed the executive director function. Subsequently, CICA TEC contracted with AvAirPros, Inc., and Joe Shirley, among others, performed the executive director function.

Oxford in turn would direct mechanics to address those needs. Oxford's Jensen said that up to 2016 CICA TEC's Executive Director would, "from time to time[,]” ask him to assign Worldwide employees to "little jobs" like painting lines on the airfield, or he would ask the Worldwide employees to perform those tasks himself. A mechanic testified that when CICA TEC's Executive Director asked him to do things, he would "always" check with Oxford first before following through. After 2016, Jensen stated that the subsequent Executive Director "micromanaged . . . a little bit" by telling him what Worldwide employees could be doing, such as particular cleaning tasks or certain belt changes. Jensen, in turn, accommodated these requests, although sometimes not immediately. Section 3.04, Exhibit A of the CICA TEC-Oxford Contract says that Oxford "will perform . . . tasks as directed by the [CICA TEC] Executive Director, or designee . . . as long as [the tasks] do not interfere with scheduled services."

According to Jensen, CICA TEC created instructions on Gate Procedures, Bag Room Procedures, and Severe Weather Operations, and that those instructions applied to everyone who worked at Terminal 5, including employees of Worldwide, Total, and Twin. In addition, beginning in early 2016, CICA TEC's Executive Director made sort pier assignments (i.e., assignments that indicate which airline will occupy which pier). Up until early 2016, Oxford was responsible for making sort pier assignments.

Worldwide conducted some aspects of its business on its own. Worldwide paid its employees and obtained badges for them. Moreover, when a dispatcher received notice of a mechanical problem, a mechanic sometimes volunteered to address the problem; and a dispatcher sometimes assigned a mechanic to the problem. Finally, Worldwide's employees had access to a Worldwide employee handbook.

Total and Twin conducted some aspects of their businesses on their own. The NLRB record indicates that Total and Twin paid their respective encoders. Total and Twin also "[did] the badging process for their own employees." Finally, Total and Twin provided their respective encoders with employee handbooks.

#### Access to Operations and Records

The Member Airlines had access to the operations and records of Oxford, Worldwide, Total, and Twin. Oxford's Jensen stated that, at least on a daily basis, Oxford sent the Member Airlines reports, such as emails explaining what problems there were with the equipment that day.

CICA TEC had some access to the operations and records of Oxford, Worldwide, Total, and Twin. Section 3.09 of the CICA TEC-Oxford Contract states that CICA TEC owned and had access to all documents used under the contract. Further, according to Oxford and Worldwide, "[a]s of May 11, 2018, all equipment [at Terminal 5] was owned by CICA TEC[.]” CICA TEC also provided

office space to Oxford's Jensen, who supervised Worldwide, Total, and Twin employees in the performance of their duties.

Jensen testified that CICA TEC met with Oxford every week or two, during which time CICA TEC discussed areas of concern or asked for updates. CICA TEC also used a recording tool to create daily reports, including Daily Flight Reports, Bag System Summary Reports, Production Reports, Diverter Reports, Scanner Diagnostic Reports, and Baggage Source Message Summary Reports. According to Jensen, CICA TEC would follow up with Oxford about information contained in the reports. Those inquiries, he added, "could happen on a daily basis." Moreover, CICA TEC collected daily reports from Oxford. Oxford, in turn, collected them from Worldwide's Dispatchers. Those reports included Dispatcher Shift Turnover Logs, Alarm Response Logs, and Bridge Call Logs. For its part, CICA TEC wanted the Dispatcher Shift Turnover Logs, and required the Alarm Response Logs and the Bridge Call Logs. Additionally, Oxford sent CICA TEC emails with updates on operations which "could be" as frequent as "daily." Oxford also provided CICA TEC with a monthly report with regard to preventive maintenance and a monthly summary of work completed. Oxford's Jensen also testified he met with Total and Twin officials "[m]aybe once a year, if that."

Oxford attended monthly "ground handler meetings" which CICA TEC headed. At those meetings, CICA TEC made requests of Oxford. Oxford also attended monthly "managers meetings" alongside CICA TEC. CICA TEC headed those meetings at "the beginning" of the CICA TEC-Oxford contract. The meetings sometimes addressed "bag issues related to [Terminal 5.]" According to Section 3.02 of the CICA TEC-Oxford Contract, CICA TEC has "the authority to manage, monitor and coordinate the performance of [Oxford]." Further, according to Section 3.04, Exhibit A of the CICA TEC-Oxford Contract, Oxford "will provide" CICA TEC with monthly reports of "services performed" as well as "interim reports" at CICA TEC's request. In addition, Section 3.06 of the CICA TEC-Oxford Contract says that Oxford "will identify at the time of execution of this Agreement an individual acceptable to CICA TEC . . . who will have the responsibility for conveying decisions on behalf of [Oxford] to CICA TEC." Oxford chose Jensen for the role, and CICA TEC approved the decision.

### Personnel Decisions and Supervision

Section 3.04, Exhibit A of the CICA TEC-Oxford Contract provides that Oxford will, "upon request of the [CICA TEC] Executive Director, provide staffing plans" for his "review and approval." Further, Section 3.07 of the CICA TEC-Oxford Contract says that "all employees" will be paid "not less often than" monthly.

Oxford's Jensen hired Worldwide's initial group of employees, as well as new employees. Total President Jimmie Daniels said that Oxford's Jensen approved a pay increase for Total employees. According to Twin President

Taunesha Carpenter, Twin did not recruit and hire its initial group of encoders. Instead, Oxford “dictated” that either it or Total would assign six particular encoders to Twin. Finally, Jensen told both Total and Twin when they “need[ed] to” hire more encoders. Oxford and Worldwide described such statements as “advice . . . in the nature of a requirement.”

Section 3.05 of the CICA TEC-Oxford Contract says that CICA TEC “reserves the right to . . . remove any personnel from the performance of Services . . . upon material reason therefor given in writing.”

CICA TEC had involvement in Oxford’s decision to hire George Farmer as a Supervisor. When Oxford was considering who to hire for its Supervisor position, CICA TEC “highly recommended [Farmer] on multiple occasions.” Oxford’s Jensen added that CICA TEC requested that Oxford hire Farmer for the job, but did not require it.

Oxford’s Jensen had the authority to investigate instances of suspected misconduct; to recommend that encoders be disciplined; to recommend that encoders be removed from the CICA TEC-Oxford Contract; and to recommend that encoders be fired. Jensen testified that CICA TEC provided him with a surveillance tape showing a performance problem with an encoder. Based on his review of that evidence, Jensen recommended that the encoder be disciplined, and the encoder was disciplined. Jensen has the authority to give encoders verbal warning and to effectively recommend discipline for encoders.

Dispatchers notified Jensen or Oxford’s Farmer of unplanned absences and either Jensen or Farmer would try to find coverage for that time. Jensen also approved overtime for Worldwide’s employees, and both Jensen and Farmer approved scheduling changes for them. In addition, when Total and Twin encoders needed help, Jensen directed Worldwide’s employees to assist them. Finally, Jensen supervised some responses to mechanical problems. When a Member Airline or CICA TEC identified a mechanical problem, Jensen would investigate and, if necessary, direct a mechanic to address the problem and supervise the work. When a dispatcher received notice of a mechanical problem, in some cases Jensen would investigate and, if necessary, direct a mechanic to address the problem and supervise the work.

Oxford’s Jensen had access to seating charts and break schedules of Total and Twin encoders, and reassigned seats when necessary. Worldwide dispatchers notified Jensen of encoders’ unplanned absences. Jensen approved lead encoders’ overtime requests on behalf of other encoders, and had asked encoders to work beyond their scheduled time. When necessary, Jensen would “work with” a Total or Twin lead encoder to “require [encoders] to stay late or come in early[.]” Moreover, although Jensen did not formally review encoders’ individual work performances, he spoke to them as problems arose. Further, in one case, Jensen asked a Total lead encoder to talk to certain encoders about

telephone usage during work hours. Finally, Jensen had helped adjust encoders' complaints about "their garbage pickup time[.]" along with Total and Twin lead encoders.

Testimony from the NLRB Hearing indicates that Total and Twin lead encoders made work schedules; they assigned seats; they scheduled breaks; they changed seat assignments; they asked encoders to cover other encoders' scheduled work time; and, with Oxford's permission, they scheduled unplanned overtime. When necessary, lead encoders would "work with" Oxford's Jensen to "require an [encoder] to stay late or come in early[.]" Additionally, when Total and Twin encoders needed unplanned leave, they notified both their employers and Worldwide Dispatchers, who in turn notified the lead encoders.

### Holding Out to the Public

Worldwide's mechanics, dispatchers, and helpers wore Worldwide uniforms and badges, and Worldwide mechanics used an Oxford-logoed truck. Total encoders wore Total uniforms and badges, and Twin encoders wore Twin uniforms and badges.

### Training

There is no evidence that either the Member Airlines or CICA TEC trained Worldwide's mechanics, dispatchers, or helpers. Worldwide lead mechanics trained new Worldwide mechanics. According to Oxford and Worldwide, "all Mechanics, Dispatchers and Helpers received safety training from [Worldwide]."

Further, there is no evidence that either the Member Airlines or CICA TEC trained Total or Twin encoders. A Total lead encoder trained new Total and Twin encoders. Oxford provided annual safety training to Total and Twin encoders.

## **III. DISCUSSION**

### *Applicable Legal Standard*

When an employer is not a rail or air carrier engaged in the transportation of freight or passengers, the NMB has traditionally applied a two-part test in determining whether the employer and its employees are subject to the RLA. First, the NMB determines whether the nature of the work is that traditionally performed by employees of rail or air carriers. Second, the NMB determines whether the employer is directly or indirectly owned or controlled by, or under common control with, a carrier or carriers. Both parts of the test must be satisfied for the NMB to assert jurisdiction.

The companies involved in this case do not fly aircraft and are not directly or indirectly owned by an air carrier. The first part of the two-part test is met because the baggage handling work performed by the employees is traditionally performed by airline employees. *Huntleigh Corp.*, 29 NMB 121 (2001); *International Total Services*, 20 NMB 537 (1993). The additional maintenance and repair work performed by the employees is also work traditionally performed by airline employees. *Federal Express Corp.*, 20 NMB 360 (1993). Therefore, to determine whether Oxford is subject to the RLA, the NMB must consider the degree of direct or indirect control exercised over its operations by its Carrier customers.

In *ABM Onsite Services*, the Board found that,

the rail or air carrier must effectively exercise a significant degree of influence over the company's daily operations and its employees' performance of services in order to establish RLA jurisdiction. No one factor is elevated above all others in determining whether this significant degree of influence is established. These factors include: extent of the carriers' control over the manner in which the company conducts its business; access to the company's operations and records; role in personnel decisions; degree of supervision of the company's employees; whether the employees are held out to the public as carrier employees; and control over employee training. *Air Serv Corp.*, 33 NMB 272 (2006); *Aircraft Serv. Int'l Group, Inc.*, 33 NMB 258 (2006); *Signature Flight Support*, 32 NMB 214 (2005).

45 NMB 27, 34-35 (2018).

*Carrier Control over Oxford, Worldwide, Total, and Twin*

As discussed below, the record in this case demonstrates that the Member Airlines and CICA TEC exert significant influence over the operations of Oxford and its subcontractors Worldwide, Total and Twin at O'Hare's Terminal 5.

**Oxford**

The Member Airlines, at times, informed Oxford of mechanical problems, and Oxford responded. Moreover, at least on a daily basis, Oxford sent the Member Airlines reports, such as emails explaining what problems there were with the equipment that day.

Section 3.02 of the CICA TEC-Oxford Contract gave CICA TEC "the authority to manage, monitor and coordinate the performance of [Oxford]."



Section 3.04, Exhibit A of the CICA TEC-Oxford Contract says that Oxford “will provide” CICA TEC with monthly reports of “services performed” as well as “interim reports” at CICA TEC’s request. CICA TEC and Oxford complied with those contractual provisions in a number of ways. CICA TEC met with Oxford every week or two, during which time CICA TEC discussed areas of concern or asked for updates. CICA TEC also used a recording tool to create daily reports, including Daily Flight Reports, Bag System Summary Reports, Production Reports, Diverter Reports, Scanner Diagnostic Reports, and Baggage Source Message Summary Reports. CICA TEC would follow up with Oxford about information contained in the reports as often as “daily.” Additionally, CICA TEC collected daily reports from Oxford. Those reports included Dispatcher Shift Turnover Logs, Alarm Response Logs, and Bridge Call Logs. Further, Oxford sent CICA TEC emails with updates on operations which “could be” as frequent as “daily.” Oxford also provided CICA TEC with a monthly report with regard to preventive maintenance and a monthly summary of work completed. Oxford attended monthly “ground handler meetings” which CICA TEC headed. At those meetings, CICA TEC made requests of Oxford. Oxford also attended monthly “managers meetings” alongside CICA TEC. CICA TEC headed those meetings at “the beginning” of the CICA TEC-Oxford contract.

Section 3.04, Exhibit A of the CICA TEC-Oxford Contract says that Oxford “will perform . . . tasks as directed by the [CICA TEC] Executive Director, or designee . . . as long as [the tasks] do not interfere with scheduled services.” Ranttila and Shirley both directed Oxford to ensure that certain tasks were performed. Section 3.04, Exhibit A of the CICA TEC-Oxford Contract also required Oxford to “perform its services on a 24 hours a day, 7 days a week schedule.”

Section 3.05 of the CICA TEC-Oxford Contract gave CICA TEC “the right to . . . remove any personnel from the performance of Services . . . upon material reason therefor given in writing.” Section 3.06 of the CICA TEC-Oxford Contract says that Oxford will choose someone to communicate Oxford’s decisions to CICA TEC, and that CICA TEC will approve the choice. Oxford chose Jensen for the role, and CICA TEC approved the decision. Section 3.09 of the CICA TEC-Oxford Contract states that CICA TEC owned and had access to all documents used under the contract.

CICA TEC informed Oxford that it had certain “requirement goals” for MBE and WBE participation. Section 3.08 of the CICA TEC-Oxford Contract later required those participation levels. Oxford responded to those requirements by contracting with Total and Twin. CICA TEC also required Oxford to use a unionized workforce. Oxford responded to that requirement by subcontracting with Worldwide. Oxford’s understanding was that the Worldwide-TWU CBA would apply to Worldwide’s operations and employees at Terminal 5. Oxford also responded to CICA TEC’s requirement for a unionized workforce by requiring Total and Twin to sign contracts that “mirror[ed]” the Worldwide-TWU CBA.

### **Worldwide**

The Member Airlines, at times, informed Worldwide dispatchers of mechanical problems, and the dispatchers responded.

Section 3.02 of the CICA TEC-Oxford Contract gave CICA TEC “the authority to manage, monitor and coordinate the performance of [Oxford].” Section 3.04, Exhibit A of the CICA TEC-Oxford Contract says that Oxford “will provide” CICA TEC with monthly reports of “services performed” as well as “interim reports” at CICA TEC’s request. Oxford’s “performance” and its “services performed[,]” in turn, depended on Worldwide’s operations and employees. CICA TEC and Oxford complied with those contractual provisions.

Section 3.04, Exhibit A of the CICA TEC-Oxford Contract states that Oxford “will perform . . . tasks as directed by the [CICA TEC] Executive Director, or designee . . . as long as [the tasks] do not interfere with scheduled services.” CICA TEC’s Executive Director directed Oxford to ensure that Worldwide employees performed certain tasks. Section 3.05 of the CICA TEC-Oxford Contract says that CICA TEC “reserves the right to . . . remove any personnel from the performance of Services . . . upon material reason therefor given in writing.” Finally, Section 3.09 of the CICA TEC-Oxford Contract says that CICA TEC owned and had access to all documents used under the contract.

CICA TEC created instructions on Gate Procedures, Bag Room Procedures, and Severe Weather Operations, and those instructions applied to Worldwide’s employees. In addition, “[a]s of May 11, 2018, all equipment [at Terminal 5] was owned by CICA TEC[.]” Further, beginning in early 2016, CICA TEC made sort pier assignments. CICA TEC wanted Oxford to “staff” a room where bags are scanned with more Worldwide employees, and Oxford complied when possible. CICA TEC provided office space to Oxford’s Jensen, who supervised Worldwide’s employees in a number of ways.

The NMB’s opinion in this case as to RLA jurisdiction over Worldwide’s operations and employees at Terminal 5 is consistent with prior NMB cases involving RLA jurisdiction over Worldwide’s operations and employees at other locations. The NMB exercised jurisdiction over Worldwide as a result of an application filed by TWU. *Worldwide Flight Servs., Inc.*, 27 NMB 93 (1999) (Fleet Service Employees craft or class); *Worldwide Flight Servs., Inc.*, 27 NMB 96 (1999) (Mechanics and Related Employees craft or class). In 2004, the NMB considered whether Worldwide’s freight agents and mechanics at John F. Kennedy International Airport were covered by the RLA. *Worldwide Flight Servs., Inc.*, 31 NMB 386 (2004). The NMB determined that these employees were subject to the RLA based on fact that the carriers’ schedules dictated Worldwide’s employees’ schedules, that the carriers report problems and those reports resulted in

discipline, that the carriers interview Worldwide's managers, and the carriers' personnel direct Worldwide's personnel. *Id.* at 393-95.

***Total and Twin***

Section 3.02 of the CICA TEC-Oxford Contract gave CICA TEC "the authority to manage, monitor and coordinate the performance of [Oxford]." Section 3.04, Exhibit A of the CICA TEC-Oxford Contract says that Oxford "will provide" CICA TEC with monthly reports of "services performed" as well as "interim reports" at CICA TEC's request. Oxford's "performance" and its "services performed[.]" in turn, depended on Total's and Twin's respective operations and employees. CICA TEC and Oxford complied with those contractual provisions in numerous ways.

Section 3.05 of the CICA TEC-Oxford Contract states that CICA TEC "reserves the right to . . . remove any personnel from the performance of Services . . . upon material reason therefor given in writing." Further, Section 3.07 of the CICA TEC-Oxford Contract says that "all employees" will be paid "not less often than" monthly. Finally, Section 3.09 of the CICA TEC-Oxford Contract states that CICA TEC owned and had access to all documents used under the contract.

CICA TEC created instructions on Gate Procedures, Bag Room Procedures, and Severe Weather Operations, and those instructions applied to Worldwide's employees of Total and Twin. In addition, "[a]s of May 11, 2018, all equipment [at Terminal 5] was owned by CICA TEC[.]" Further, beginning in early 2016, CICA TEC's Executive Director made sort pier assignments. CICA TEC also provided office space to Oxford's Jensen, who supervised Total and Twin employees in a number of ways. Based on information provided by CICA TEC, Oxford recommended to Total or Twin that the encoder be disciplined, and Total or Twin responded by disciplining the encoder.

**CONCLUSION**

Based on the record in this case and the reasons discussed above, the NMB's opinion is that the operations of Oxford, Worldwide, Total, and Twin at Terminal 5 of O'Hare were subject to the RLA.

BY DIRECTION OF THE NATIONAL MEDIATION BOARD.



Mary L. Johnson  
General Counsel

Copies to:

Roger H. Briton  
Kathryn J. Barry  
Michael R. Lied  
Valerie Colvett  
William A. Widmer, III  
David Glanstein  
Joel Glanstein  
Richard Boehm

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Chairman Puchala, dissenting.

Contrary to my colleagues, I would not find that the operations of Oxford, Worldwide, Total, and Twin are subject to the RLA. For the reasons set forth in my dissent in *ABM Onsite Services*, 45 NMB 27, 36 (2018), I would require that a company asserting RLA jurisdiction establish the exercise of a meaningful degree of control over personnel decisions as described in *Airway Cleaners*, 41, NMB 262 (2014). In my view, there is no meaningful control exercised by the carriers through CICA TEC which contracts with Oxford which subcontracts to Worldwide, Total, and Twin. There is only more evidence of the new business model in the airline industry that expands the contracting and subcontracting of what were once airline jobs to unimaginable lengths.