

**Allied Service Company of Texas, Inc., a Subsidiary of Allied Maintenance Corporation and Teamsters Local Union No. 19—Airline Division, affiliated with International Association of Teamsters, Chauffeurs, Warehousemen and Helpers of America. Case 16—RC—6621**

December 12, 1974

## DECISION ON REVIEW AND ORDER

BY CHAIRMAN MILLER AND MEMBERS FANNING AND  
KENNEDY

On August 15, 1974, the Acting Regional Director for Region 16 issued a Decision and Direction of Election<sup>1</sup> in the above-entitled proceeding. Thereafter, in accordance with Section 102.67 of the National Labor Relations Board Rules and Regulations, Series 8, as amended, the Employer and the Intervenor<sup>2</sup> filed timely requests for review of the Acting Regional Director's decision, contending that the Acting Regional Director erred in failing to find that their contracts constituted a bar to the instant petition, as required by *Appalachian Shale Products Co.*, 121 NLRB 1160 (1958).

By telegraphic order dated September 13, 1974, the National Labor Relations Board granted the requests for review and stayed the election pending decision on review.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the entire record in this case with respect to the issues under review and makes the following findings:

The Employer is engaged in the business of providing skycap service at various airport facilities throughout the country, including the Dallas-Fort Worth Regional Airport involved herein. Prior to the opening of the latter airport, the Employer provided similar service at the Love Field Airport in Dallas where its employees were represented for approximately 15 years by the United Transportation Service Employees, AFL-CIO (UTSE), until that labor organization's merger with Intervenor herein in 1972 when the Intervenor assumed UTSE's representation rights with respect to employees of the Employer at various locations throughout the country.

The basic contractual agreement in evidence, between UTSE and the Employer covering the skycaps at Love Field in Dallas, was effective from November 2, 1971, until November 2, 1972, and contained 18 separate articles covering terms and conditions of employment traditionally found in a collective-bargaining agreements.<sup>3</sup> Also in evidence is a "Memorandum of Agreement" dated September 21, 1972, signed by the Employer and the Intervenor which provided that the "attached agreement shall renew and continue in full force and effect from November 3, 1972, through June 30, 1973" and that either party had the right to renegotiate articles therein upon proper notification. The record testimony discloses that the "attached agreement" was the basic agreement described above. A document entitled "Recognition of Successorship and Assumption of Agreement," dated December 1, 1972, and signed by the Employer and the Intervenor set out the Employer's recognition of the Intervenor as successor to UTSE as the bargaining agent of Employer's employees at its various locations including "Dallas, Texas" and further acknowledged the full assumption of said agreement by the Intervenor herein. This recognition document was followed by a signed "Memorandum of Agreement," dated March 21, 1973, covering the skycap employees at Love Field, Dallas, Texas. This latter agreement had an effective term of 1 year running from November 2, 1972, through November 1, 1973; provided for health and welfare as well as pension contributions by the Employer; and expressly stated "All other terms and conditions of the previous Agreement will remain unchanged."

In anticipation of the closing of Love Field, the Employer and Intervenor concluded a written agreement, accepted by the Intervenor on November 1, 1973, which extended the above-mentioned Memorandum of Agreement "to and including the date of closing of Love Field," and also provided:

2. Upon the closing of Love Field and the opening of the Dallas-Fort Worth Regional Airport, all of the covered employees who work at Love Field, shall be transferred to the Dallas-Fort Worth Regional Airport to the extent that the employer has jobs available.
3. At such time as the new Dallas-Fort Worth Regional Airport is opened, we shall negotiate a renewal of the Collective Bargaining Agreement between Allied and BRAC [Intervenor] covering the Skycaps and Skycap Captains employed by the employer which shall be effective

<sup>1</sup> The appropriate unit is "All skycaps and skycap captains of the Employer at the Dallas-Fort Worth Regional Airport, Texas, excluding office clerical employees, guards and supervisors as defined by the Act"

<sup>2</sup> Allied Service Division of Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees, AFL-CIO

<sup>3</sup> As found by the Acting Regional Director, these articles included, among others, union recognition, hours of work, rates of pay, vacations, seniority, reduction in force, holidays, no strike, no lockout, union dues and checkoff, grievance procedure, and management rights

from the date of opening of the new regional airport.

In March 1974, after the Dallas-Fort Worth Regional Airport had become operational, bargaining sessions took place in Dallas between representatives of the Employer and the Intervenor. Following those bargaining sessions, Employer forwarded to Intervenor a two-page document with a covering letter dated April 3, 1974, stating in part, "Enclosed is the Local Supplement for the Dallas Skycaps, Dallas, Texas. If there are any problems or questions, please call." The two-page "Local Supplement," which the Acting Regional Director found was executed by the Intervenor after making some modifications on the first page and received by the Employer prior to the filing of the petition, contains the names of the parties with the "(Dallas Skycaps)" under the Intervenor's name. It provides for a 3-year term effective January 13, 1974; wage rates for skycaps and skycap captains as of March 20, 1974, and January 13, 1975; health and welfare contributions; holidays; vacations; strike layoff; and other matters. The record testimony reveals the modifications made by Intervenor were discussed by telephone between the two signators to the agreement and that the Employer has implemented the terms of the agreement.

Contrary to the Acting Regional Director, we find on the record as a whole that the Local Supplement which was effective for 3 years from January 13, 1974, is a bar to the petition. While this supplement in effect describes the location of the unit by use of the term "Dallas Skycaps," we think that in light of the antecedent chain of negotiations and agreements it is clear that the term unmistakably referred to the skycaps at the Dallas-Fort Worth Regional Airport. Thus, for many years before the opening of the regional airport, the parties agreed to, and did, bargain for an orderly transition of their contractual relationship from Love Field to the regional airport. This bargaining culminated in the execution of the Local Supplement which has been implemented by both parties.

We further find that the Local Supplement contains sufficient substantive terms and conditions of employment to insure industrial stability. Accordingly, said agreement bars processing the instant petition and we shall therefore dismiss it.

#### ORDER

It is hereby ordered that the petition filed herein be, and it hereby is, dismissed.