

Award No. 7659
Docket No. DC-7398

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Livingston Smith, Referee

PARTIES TO DISPUTE:

JOINT COUNCIL DINING CAR EMPLOYES LOCAL 516

**CHICAGO, ST. PAUL, MINNEAPOLIS AND OMAHA
RAILWAY COMPANY**

STATEMENT OF CLAIM: Joint Council Dining Car Employees Local 516 for and on behalf of Waiters Edward Blackwell, Joel Edmond, Albert McFarland and others similarly situated on the property of the Chicago, St. Paul, Minneapolis and Omaha Railroad Company; that they be paid \$12.00 for blue trousers plus the cost of the maintenance of such blue trousers.

EMPLOYES' STATEMENT OF FACTS: Rule 22(b) of the agreement between the parties hereto is as follows:

"Uniforms—The company shall furnish and maintain all uniforms, the use of which is required."

It appears that the carrier has issued instructions to its employe-waiters to wear what it considers conventional waiters' garb which, however, the carrier does not consider a uniform and further maintains that such conventional attire should be bought and maintained by the employe.

It further appears that the carrier requires its employe-waiters to wear attire other than that attire it considers conventional and on these locations the carrier supplies and maintains this type of dress. The carrier considers conventional waiters' attire as being waiter' jacket, apron and dark or blue trousers.

POSITION OF EMPLOYES: The carrier, in its verbal instructions to its waiter-employes, were to wear blue trousers, but when the carrier writes it, it merely says dark trousers. This organization contends that convention is not the vogue here because of any such thing as conventional attire for waiters has been destroyed by the agreement between the parties which is in writing, because the carrier has broken any tie to any convention or past practice by now desiring to change its waiter-employe attire as it sees fit.

On certain trains it requires its waiter-employes to wear double breasted jackets and white trousers, which it supplies and maintains and other trains it requires its waiter-employes to wear a waiter's jacket, apron and blue trousers. It supplies the jackets and aprons but not the trousers. In order to dictate what shall be worn, this carrier writes in rule 22(b), "The company shall furnish and maintain all uniforms, the use for which is required."

The real purpose of the requirement of the dark blue trousers is not to detract from the appearance of the waiter's jacket and apron. The purpose of a uniform is to call attention to the uniform as an entirety. Insofar as the waiters here involved are concerned, the purpose is to direct attention to the waiter's jacket and apron, which is best done by requiring dark blue trousers. It is, therefore, the position of the carrier that the jacket and apron constitute the uniform in its entirety, and as this uniform is furnished and maintained by the railway company the rule is complied with in its entirety. The carrier therefore submits that this claim should be denied.

All information contained herein has previously been submitted to the employees during the course of the handling of this case on the property and is hereby made a part of the particular question here in dispute.

OPINION OF BOARD: The Organization presents the instant claim in behalf of three named Claimants, and other employees similarly situated, requesting that each be reimbursed to the extent of \$12.00 for dark blue trousers, plus the cost of maintenance of said trousers, account of alleged violation of Rule 22(b), which provides:

Uniforms. The Company shall furnish and maintain all uniforms, the use of which is required."

It is asserted that while the waiters on other types of assignments ("400" trains) are furnished complete "400" type uniforms, those waiters on more conventional type trains are not furnished complete uniforms, in that they are required to wear dark blue trousers and maintain same at their own expense. It is contended that by restricting Claimants to the use of "dark blue trousers" the Respondent has made such apparel an integral part of the uniform of such waiters, which, within the meaning of the above rule, they (the Respondents) are required to furnish and maintain.

The Respondent takes the position that the required use of dark blue trousers in conjunction with the white jacket and apron is justified, since trousers are a part of a man's personal attire, being in the same category as shirts, underwear, socks, etc. It was pointed out that since no particular cut, style or material is specified, the trousers required here cannot be said to be a uniform, or part thereof, within the accepted definition of the word "uniform." It was further asserted the parties hereto have, by custom and practice, decided that the uniform to be furnished, within the meaning of Rule 22(b), shall consist only of a white jacket and apron.

We are of the opinion that the ordinary and accepted definition and scope of the word "uniform" as used herein, includes any hat, cap, jacket, tunic, trousers, belt, gloves, etc., which is worn in a particular or specific combination by a group of individuals appearing together at particular places under like conditions.

Here the wearing of white jackets and aprons, furnished and maintained by the Carrier, is mandatory. We believe that the specific designation of "dark blue trousers" by the Respondent made such apparel a part of the "uniform . . . the use of which is required," within the meaning of Rule 22(b) at least, so long as this, or any other specific designation of apparel is maintained in force. In other words, Rule 22(b) means that when the Carrier required the wearing of dark blue trousers, such trousers became a part of the "uniform" to be furnished and maintained by them, however the Carrier may very properly limit their (trousers) wear and use to those periods when Claimants are in actual service, and not otherwise.

Thus we proceed to that portion of this claim seeking reparations for money spent for the purchase and maintenance of the trousers in question. The record is completely silent as to information on this subject, so therefore, in accordance with past Awards of this Board too numerous to warrant citation, this portion of the claim should be, and the same is hereby in all respects denied.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Carrier violated the effective Agreement to the extent indicated in the above opinion.

AWARD

Claim sustained to the extent indicated in the above opinion and findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **THIRD DIVISION**

ATTEST: A. Ivan Tummon
Executive Secretary

Dated at Chicago, Illinois, this 15th day of February, 1957.