

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Howard A. Johnson, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES**

THE PENNSYLVANIA RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood that:

(a) The Carrier violated the Rules Agreement, effective May 1, 1942, except as amended, by requiring all Clerks assigned in the Ticket Sales and Service Bureau, Pennsylvania Station, Pittsburgh, Pennsylvania, Pittsburgh Division, to contribute to the cost of new uniforms, and deducting such money from the Employees' pay without authorization from the employees.

(b) All clerical employees assigned to the Ticket Sales and Service Bureau on or subsequent to April 29, 1953, and from whose salaries there was deducted money for uniforms, should have all such deductions returned to them. (Docket C-735.)

EMPLOYEES' STATEMENT OF FACTS: This dispute is between the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees as the representative of the class or craft of employees in which the Claimants in this case hold positions and the Pennsylvania Railroad Company—hereinafter referred to as the Brotherhood and the Carrier, respectively.

There is in effect a Rules Agreement, effective May 1, 1942, except as amended, covering Clerical, Other Office, Station and Storehouse Employees between the Carrier and this Brotherhood which the Carrier has filed with the National Mediation Board in accordance with Section 5, Third (e), of the Railway Labor Act, and also with the National Railroad Adjustment Board. This Rules Agreement will be considered a part of this Statement of Facts. Various rules thereof may be referred to herein from time to time without quoting in full.

The Claimants are Clerical employees assigned to the Ticket Sales and Service Bureau, Pennsylvania Station, Pittsburgh, Pennsylvania, on or subsequent to April 29, 1953, who have been required to contribute to the cost of uniforms which the Carrier has prescribed and compelled them to wear while on duty.

The Carrier submits that inasmuch as the Employees have not complied with the provisions of the Railway Labor Act, this claim should be dismissed.

For the reasons stated herein, it is submitted that the Employees' claim should be dismissed for lack of jurisdiction or denied for lack of merit.

CONCLUSION

The Carrier has shown that this case is improperly before your Board and should be dismissed for lack of jurisdiction. The Carrier has also shown that the applicable Schedule Agreement was not violated by the Carrier and that the claim is not payable.

All data contained herein have been presented to the Employees involved or to their duly authorized representatives.

(Exhibits not reproduced.)

OPINION OF BOARD: The claim is that Carrier violated the Rules Agreement by requiring Clerks assigned in the Ticket Sales and Service Bureau of the Pittsburgh Station to contribute to the cost of new uniforms.

Incident to the transfer of the personnel in question to the main waiting room the Carrier required uniforms for some clerks who had previously been required only to wear uniform coats or ordinary clothes; the employees were informed that the Carrier would supply the first uniform and that the cost of additional uniforms would be assumed equally by Carrier and employees, the latter's half to be by payroll deduction. The first order was for two uniforms and thus constituted the furnishing of one and one-half by the Carrier.

The Employees cite no awards, and mention no specific rules claimed to have been violated. But they argue that because the Scope Rule states that the Rules Agreement shall govern "working conditions and rates of pay", the requirement violated the Agreement in two respects: First by imposing working conditions not in the Agreement; Second, by a reduction in pay.

As for the first contention, it is unquestioned that, except as limited by the Rules, working conditions are within management's prerogative, and that the Rules do not purport to prescribe all working conditions. It is clear also that although the Rules say nothing about uniforms, the Carrier has in the past required uniforms for certain employees; in fact the objection that these particular employees were not among those previously required to wear uniforms or were required to wear only uniform coats, admits the long established practice. Apparently it has not previously been contended that the silence of the Rules concerning uniforms bars such use.

The second contention is that the requirement for payment by the Employees of one-half of the cost of uniforms other than the first one, constituted a reduction in pay, in spite of the presentation by the Carrier of the cost of one uniform and half the cost of all others. Since the uniforms take the place of the Employees' ordinary clothes while on the job, it is apparent that the Employees received a benefit rather than a detriment, for thereby, in addition to supplying the one uniform in full, the Carrier assumed one-half of the further cost of outer garments worn while at work.

It is therefore unnecessary to decide whether a requirement of the kind, if it actually involved a financial detriment to employees, would in effect constitute an unauthorized reduction in pay.

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

The agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: A. Ivan Tummon
Executive Secretary

Dated at Chicago, Illinois, this 28th day of January, 1958.