

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 35709
Docket No. SG-35667
01-3-99-3-613**

The Third Division consisted of the regular members and in addition Referee Curtis Melberg when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(Port Authority Trans-Hudson Corporation (PATH))

STATEMENT OF CLAIM:

“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Port Authority Trans-Hudson Corporation (PATH):

Continuing claim on behalf of the members of Local 60, for payment of three hours and 30 minutes at the time and one-half rate, per week, for each Claimant, commencing on June 7, 1998, and continuing until the violations cease, account Carrier violated the current Signalmen’s Agreement, particularly Article IX-C, when it required the Claimants to maintain uniforms and then did not compensate the Claimants for this required service. BRS File Case No. 11088-PATH.”

FINDINGS:

The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act, as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute were given due notice of hearing thereon.

By letter dated July 2, 1998, General Chairman E. G. Munday submitted the instant claim on behalf of all members of Local 60. However, the record specifically identifies only Claimant Munday and only the facts and circumstances involving his specific claim are detailed therein.

On June 3, 1998, pursuant to a Carrier mandate that uniforms be worn while on duty, the Claimant was issued his first set of uniforms, six shirts and six pairs of pants. The uniforms were provided by the Carrier without cost to the Claimant.

Subsequently, on June 7, 1998 while at home on his day off, the Claimant allegedly spent three and one-half hours "maintaining" his uniforms. The same thing allegedly occurred on June 14, 21 and 28, 1998. The specific task(s) involved in the maintenance process are described as cleaning and pressing.

Article IX-C of the parties' Agreement, which reads as follows, required the Claimant to "maintain" his uniforms:

"Where uniforms are required, PATH agrees to provide them without cost to the employees or pay for the cost of acquisition. Employees shall be responsible for maintaining their own uniforms." (Emphasis added)

Asserting that the maintenance of Claimant's uniforms required him to work in excess of his basic day and workweek, and that such work could not be performed during his regular tour of duty, the Organization argues he is entitled to three and one-half hours' overtime pay for each of the dates in question. Article V-A of the parties' Agreement, reading, in part, as follows, is cited in support of the overtime claim:

"Overtime, at the rate of time and one-half, shall be paid for all authorized work in excess of the basic day and in excess of the five (5) day basic work week. An employee who works in excess of the basic work day and in excess of the five (5) day basic work week, shall be paid at the overtime rate for all overtime work performed. . . ."

Declining the claims the Carrier states its position as follows:

"The language [of Article IX-C] explicitly places the responsibility for uniform maintenance squarely on the employees. This plainly includes cost

and time. Uniform maintenance is not authorized work performed for PATH requiring any form of pay.”

With the issue clearly joined, the Organization, as the proponent of the claim, has the burden of overcoming the Carrier’s defenses and proving the validity of its (the Organization’s) arguments. We are not persuaded the Organization satisfied this burden. Because it is not unusual for employees to have their work clothes cleaned and pressed during off-duty hours without being compensated therefore by their employers for whatever personal time and/or expenses may be involved, we would expect any contrary intent in the instant case to be plainly evident. The record before us lacks any evidence of such intent.

The key word in Article IX-C is “responsible.” What did the parties intend when they agreed employees shall be “responsible” for maintaining their own uniforms? The word is unmodified, a non-technical term and, insofar as the record developed by the parties while the claim was being handled on the property reveals, undefined by custom or practice. Neither is there evidence of the circumstances under which the language in question was negotiated. Accordingly, we are left with the general rule of contract interpretation that words are to be understood in their plain and normal meaning.

Dictionary definitions of “responsible” indicate contemporary usage of the term has two basic senses: answerable or accountable, as for something within one’s power, control or management. If an employee is answerable or accountable for maintaining his uniforms, does this include the burden of bearing whatever personal time and/or cost expenditures may be involved? We do not find it unreasonable to conclude, as the Carrier does, that the answer is affirmative. We are not led to the conclusion the Organization would have us reach: that uniform maintenance is authorized overtime work, compensable at the time and one-half rate.

AWARD

Claim denied.

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ORDER

This Board, after consideration of the dispute identified above, hereby orders that an Award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 19th day of September, 2001.