

**IN THE MATTER OF
THE ARBITRATION**

BETWEEN)	
)	CASE No. B19-ALL-003
BELLSOUTH)	
TELECOMMUNICATIONS, LLC)	GRIEVANT: Class Action
)	
AND)	DATE OF HEARING: August 3, 2020
)	
COMMUNICATIONS WORKERS)	RECORD CLOSED: September 28, 2020
OF AMERICA)	
<hr/>)	DATE OF AWARD: December 22, 2020
)	

**BEFORE:
CHRISTOPHER E. MILES, ESQUIRE
LABOR ARBITRATOR**

APPEARANCES:

For the Company:

**Steven Breaux, Esquire
Assistant Vice President, Senior Legal Counsel
AT&T Services, Inc. – Legal Department**

For the Union:

**Robert Weaver, Esquire
Attorney for CWA – District 3 Counsel**

I. THE GRIEVANCE

The Communications Workers of America (hereinafter referred to as the “Union”) and Bellsouth Telecommunications, LLC¹ (hereinafter referred to as the “Company”) are parties to a collective bargaining agreement.² Therein, Appendix C Part XVI “Uniform Program” sets forth the uniform policy agreed to by the Company and the Union. Relevant to this arbitration proceeding, a grievance, dated September 25, 2019, was filed by the Union on behalf of the applicable employees at all of the represented locations. The Union’s Statement was that “Company not supplying uniforms.” The Company’s disposition at the Fourth, or Executive, Level was set forth as follows:

The Company acknowledges that we are experiencing delays in the delivery of uniforms to employees covered by the programs in question due primarily to a vendor change that has resulted in backorders of many items. The Company continues to work with the new provider of uniforms to deliver uniforms as quickly as possible. While there are still several items on back order the vendor has begun shipping items and the Company expects that the deliveries will continue until all orders are fulfilled.

Regarding concerns of allocated uniform monies being removed from employee’s accounts before the end of the year but before the items have shipped; the Company’s process is for funding to be removed from the employee’s account upon shipment. Due to the delays in shipping and the new contractual language regarding the maximum carry over amounts now being limited to ~\$503 annually the Company did remove the funds associated with any orders placed on or before 12/31/2019. By removing the funds for items ordered on or before 12/31/2019 the Company insured that employees were not disadvantaged by shipping delays as the money for the delayed items was removed prior to the carry over calculations taking place thus resulting in the maximum amount of carry over money being available to the employee.

Lastly, the three titles that were removed from the BST Core Uniform Program; the Company and Union bargaining teams agreed during 2019 bargaining to this change. As such the Company sustains its position on this issue.

Having been unable to resolve the matter, the grievance was appealed to arbitration and the undersigned was appointed to hear and decide the issue. A hearing was held by video conference on August 3, 2020 and at that time the parties were afforded full opportunity to

¹ Doing business as AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee.

² Agreement between Communication Workers of America and Bellsouth Telecommunications, LLC, effective August 4, 2019 through August 13, 2024 (hereinafter referred to as the “Agreement”).

present testimony and evidence, to cross examine the witnesses, who were sworn, and to make arguments for their positions. A verbatim transcript was prepared by Lexitas Legal. At the conclusion of the hearing, the advocates agreed to submit post-hearing briefs and upon receipt and exchange of the said briefs on September 28, 2020, the record in this case was closed.

II. BACKGROUND

The Company is a telecommunications provider operating in nine southeastern U.S. states and provides traditional land line telephone service, internet-based telecommunication, and entertainment products. The Union represents the bargaining unit of the Company's employees with its District 3 Headquarters in Decatur, Georgia and local Union affiliates across the nine states. The Company is the successor to the historical Southern Bell, a regional operating company of the historical AT&T which was divided into Southern and South Central Bell in the 1960's; divested from AT&T in the early 1980's; reconstituted as Bell South in the late 1980's; and again doing business as AT&T since 2006.

The current bargaining unit is comprised of approximately 18,500 employees who are divided into "outside" and "inside" workforces. The "outside" workforce of Technicians installs and maintains the network of equipment and facilities that provide service, and also installs and maintains service at a customer's location. The "inside" workforce consists of employees in sales and service functions, and administrative and technical functions, which support the Company's operations. Within the outside forces, there are Technicians considered as the "core" employees and a separate group of employees in the Wire Technician job classification

With regard to this case, the Uniform Program has been included in the parties' contract since 1995. In addition, the Company has implemented a Uniform and Appearance Policy which is not bargained. The purpose of the Uniform Program is to "assure consistency in dress and present a professional image." The employees and the job titles covered by the program are required to "wear the approved uniforms while on Company business." Furthermore, the Company's Appearance Policy requires that "clothing be clean and wrinkle-free." It further provides that "only approved Uniforms will be worn", "only approved BellSouth Uniform Program hats will be worn", and "vents or non-repaired tears on pants or shirts will not be worn." Employees covered by the Uniform Program who do not wear an approved Company uniform on the clock are subject to discipline as are employees whose uniform violate the Appearance Policy.

The record reveals that the parties have modified the Uniform Program in bargaining over the last 25 years. Relevant to the current provision, in 2019 bargaining, the parties

increased the initial vendor credit for employees new to a job title covered by the program to \$503.88 and increased the annual credit to \$202.50. They removed two job titles (Material Service Coordinator and Testing Technician) from the program, and also removed Center Electronic Technicians. The job titles which were removed from the program represent approximately 690 employees out of approximately 8,000 employees covered by the program. The parties also agreed to freeze the accounts of employees retiring, laid off, on leave or moving to a job not covered by the program; limited the account credit carried over from year to year to an amount equal to the initial allowance (\$503.88); and capped the number of uniform items which can be purchased in any year.

Employees order uniform items online through a Company uniform website. The available credit balance for each of the employees (either initial credit for an employee moving into a job title or the approved annual credit) is maintained in the website database. The employees log into the website with their unique ID and password, select items from the catalog, and pay for the items with their available balance. Employees can also purchase uniform items online with a personal credit card.

Testimony at the hearing indicated that the time from order to delivery of uniform items typically took from two to four weeks. Beginning in 2018, however, the Company began receiving complaints from members unable to obtain uniform items because the uniform items were on back order. The delays and resulting complaints increased through 2019 and into 2020. In early May 2019, the Union's District 3 Administrative Director, Billy O'Dell, was notified that the Company was changing the Uniform Program vendor. The vendor at the time, VF Imagewear, was going to be replaced by Image Solutions, and as a result of the change of vendor, online ordering was to be suspended for four to six weeks, effective May 25, 2019. Therefore, the Company recommended that employees place orders before the suspension of the website. Within days, Mr. O'Dell received reports from the field that most items were out of stock and there were complaints about lengthy delays caused by existing back orders. This was reported to the Company and a subsequent meeting was conducted at which time, the Company apologized for the delays, assured the Union that the problems would be taken care of, and confirmed the four to six week timeline for the new website to be up and running.

Thereafter, on June 25, Mr. O'Dell reported to the Company that employees discovered that their account showed no balance. On June 27, the Company responded that the new Uniform website would not be operable until August 1 and that employees' account balances would be rectified when all of the VF Imagewear back orders were filled. On August 2, the new site was not operational. Therefore, the Company suggested that employees cancel their VF

Imagewear orders and have their new Image Solutions account credited with the amount of those back ordered purchases.

On August 12, Mr. O'Dell was informed that the new website would not be operational until September 15. On September 16, the Union was inundated with calls from members that the website was still not operational. The Company responded that the new site was not complete and would not be operational until October 2. On October 2, Mr. O'Dell was advised that the new website was open for employees to order new uniform items. However, within hours, Mr. O'Dell was informed that every item, other than blue pants, was out of stock. The back orders and delays in filling employee uniform orders continued. On April 9, 2020, Mr. O'Dell was advised that 82% of the "core" orders had been shipped but two weeks later the Company acknowledged that the figure was inaccurate and fewer than 30% of the orders had been shipped.

The Company points out that all uniform items must be manufactured in the United States. Apparently, VF Imagewear was having financial issues, problems with bookkeeping, and was failing to meet expectations for quality and delivery of the Company's uniforms. Therefore, at the end of 2018, the Company sent out a request for proposal for a new contract and chose Image Solutions. The transition in 2019 did not proceed as smoothly as anticipated. VF Imagewear is a large enterprise in the industry and it refused to do business with Image Solutions and threatened to no longer work with the manufacturers if they supplied the competitor. This caused Image Solutions to seek new U.S. based manufacturers and resulted in the reduction of inventory and an increase of back orders.

Also, intentionally or not, the database maintained by VF Imagewear was corrupted. As the result, the Company had to begin the process of rebuilding the database and the shutdown of the website from June through September 2019, was longer than anticipated or planned. Coincidentally, February and March of 2020 introduced a new problem that affected everything in society. The COVID pandemic impacted supply chains, domestic manufacturing, including the textile industry, which exacerbated the difficulties in meeting production. The combination of events adversely affected the ability of Image Solutions to provide products. In addition to the initial backlog, employees could not order uniforms at all during the summer of 2019. When the site reopened at the beginning of October, the high demand compounded the backorder problem.

The Company emphasizes that in negotiating a new collective bargaining agreement in the summer of 2019, the Union made no specific, substantive proposals or timelines for fulfilling orders with regard to the Uniform Program. It notes that 689 Technicians who do not interact

face to face with customers were removed from the Uniform Program. Of those individuals, more than half, 391, had a \$0 balance and were therefore unaffected from any delays or website problems. Another 23 had less than \$50. Conversely, 231 Technicians who had been removed from the Uniform Program had \$200 or more in their uniform accounts. The new Agreement was ratified by the Union on October 1, 2019. This grievance was filed on September 25, 2019, claiming that the "Company not supplying uniforms." According to the Company, over the past few months, during the summer of 2020, the total backlog of uniform items has dropped from 14,282 to 10,000. No employee has received any discipline for violating the Uniform Program during this time.

III. RELEVANT PROVISIONS OF THE AGREEMENT

APPENDIX C PART XVI UNIFORM PROGRAM

The Company and the Union recognize the importance of our employees presenting a professional image to our customers and the general public. In order to assure consistency in dress and present a professional image, the Company and the Union agree to the following uniform policy.

Employees in the following titles are covered by these provisions of the program:

Digital Technician
*Electronic Technician
Facility Technician
Field Services Technician
Outside Plant Technician
Services Technician
Switching Equipment Technician
All Customer Visible Employees in CPE except
Service Consultants/CPE

*The Electronic Technician title listed above applies only to non-center positions.

- Employees in these titles new to the program will be provided an initial vendor credit of \$503.88 to purchase uniforms from an approved catalog.
- Employees in these titles will receive a vendor cost increase adjustment credit as necessary.
- An annual credit of \$220.50 will be provided to program participants.
- Central Office ET employees may opt out of the Uniform Program during an annual opt out period.

Any employee entering the Electronic Technician title will not be eligible for the uniform program. *Uniform accounts shall be frozen for employees who have announced retirement; are Surplus, on Leave of Absence, in the Safe Load or PMR Program; or have accepted a job not covered by this Uniform Program.*

For all titles in the program, unused balances up to the initial vendor allowance may be carried over from one year to the next.

Maximum number of items per category per year will apply as follows*:

Catalog Item	Maximum #
Shirts	15
Pants	10
Hats	5
Socks	15
Jackets	2

*Supervisor approval is needed to exceed any category maximum.

Additional uniform items may be purchased from the catalog at discounted prices at the employee's expense.

Employees in the above titles will wear the approved uniforms while on Company business. Individual exceptions to the Company's uniform policy may be allowed on a daily case-by-case basis with prior supervisory approval.

The Company shall provide shorts as an option for employee selection, except for CPE. Both the Company and the Union recognize that Company safety rules and obligations will not be lessened in any degree to accommodate employee wearing of the shorts.

The Company and the Union understand that if the employee chooses to wear a uniform with a Union logo, an approved Union logo will be placed on the uniform shirt sleeve, cap, and outwear (except overalls) by the vendor and be the same size as the Company logo. Clothing needing replacement as a result of work related damage will be the responsibility of the Company. Additionally, both parties understand that employees will not suffer any financial risk due to a change in vendor or increases in clothing costs.

The Company and the Union are committed to working together on the Uniform Program and to discussing problems of mutual concern.

IV. CONTENTIONS OF THE PARTIES

A. Union

The Union contends that the Company violated the Uniform Program set forth in Appendix C of the Agreement by not supplying uniforms for the employees. The Uniform Program requires two things. It requires employees in job titles covered by the Program to wear Company-provided uniforms and it requires the Company to provide those uniforms. The Company reinforces the Uniform Program with its Uniform and Appearance Policy that mandates that covered employees are required to wear the uniforms and that the uniforms must be clean, free of stains, and without wear or tear. The penalty for covered employees who do not wear company uniforms, or who do not keep them clean or in good repair, is that they are subject to discipline.

The Union asserts that the real issue in this case is not whether there was a breach, but what remedy is appropriate when the Company failed to hold up its end of the bargain by providing the required uniforms. The fact that the Company failed to provide uniform items is not in serious question. The Company began having trouble filling employees' orders for uniforms as far back as 2018 and it increased going into the spring of 2019.

The Company may argue that the Uniform Program does not include a schedule by which it must fill orders for uniforms and that delays in filling orders is not a breach. The Union emphasizes that the Agreement between the parties is that the Company must provide the uniforms and that the employees must wear the uniforms provided. The employees are not excused from compliance and neither is the Company. If the Company's argument is accepted, then it would effectively nullify the Uniform Program. The Union submits that the Agreement must be interpreted and applied in order to avoid a forfeiture of any one provision.

To the extent that the Company suggests as a defense that a breach was inadvertent, that argument provides no defense. The delays in filling back orders began in 2018 before the Company decided to change vendors and before the transition to a new vendor. The change in vendors only exacerbated what was an existing problem. Moreover, it was the Company's decision to change vendors and it therefore bears the risk of that decision.

With the breach of the Agreement being clear, the central issue is the appropriate remedy. Fashioning the appropriate remedy is simplified by the fact that the employees purchased their uniforms through a Company funded account. Therefore, a monetary remedy merely requires the Company to provide additional credit to the affected employees' accounts. Providing additional uniform account credit to the employees effectively compensates them for

the period during which they were unable to obtain uniform items and deters the company from future violations.

There are two categories of employees who are entitled to a monetary remedy in this case. The first category is those employees in the three job titles removed from the program during the 2019 bargaining. As of the 2019 bargaining, a list indicated that 435 employees still had balances. At the hearing in this case, the Company offered evidence that 43% of the 690 employees still had balances. Nevertheless, those employees were removed from the program in the 2019 bargaining but it does not change the fact that they went without new uniforms for an extended period while they were still required to wear uniforms at work. The Union believes employees are entitled to a remedy for the preceding breach since this grievance was initiated only after months of failed efforts to obtain uniforms. In addition, the fact that the employees may have been removed from the program does not mean that they cannot continue to wear uniforms that they should have been able to obtain before the implementation of the 2019 bargaining change. Thus, all of the employees in the three removed titles who had a balance as of the effective date of the language change are entitled to a remedy in the form of having access to their account balances extended.

The second category of employees entitled to a monetary remedy are the more than 7,000 still covered by the program who have been unable to obtain uniforms for now more than two years. While these employees continue to accrue the annual allowance, the fact that they were unable to obtain uniforms for two years means that they will never be able to catch up. In effect, they have lost one year of account credit because of the Company's failure to provide uniforms. Indeed, some of the employees were forced to pay out of pocket for work clothes because the Company was unable to provide the uniforms. This loss has only been exacerbated by the 2019 language change which caps the amount of account credit which can be carried over year to year.

The claim that the breach in this case was inadvertent does not mean that the affected employees are not entitled to a remedy. Inadvertent or not, the Company bears the loss. Furthermore, the Company's commitment that back orders will be filled in the near future does not relieve the effect of the breach. At the hearing, after more than a year, the Company provided a promise of a September 2020 target to eliminate back orders. However, the Company's inability to provide accurate data in the past should be viewed as skeptical. The employees still covered by the program are entitled to an additional year's credit to compensate them for the time their account balances were useless to them because they could not obtain uniform items.

In addition to a monetary remedy, the Union asserts that the Company should be mandated to comply with its Uniform Program obligations. The Company must be directed to resolve all existing back orders by a date certain and to cease and desist from failing to provide the required uniform items with a functional and fully stocked website going forward.

In view of the above, the Union submits that this grievance should be sustained and that an award be issued directing the following relief:

- 1) All employees in the three titles removed from the Uniform Program in 2019 bargaining (TT, MSC, and Center ET) who had a uniform account balance as of the effective date of the language change shall have access to their account balance extended;
- 2) All employees still covered by the Uniform Program following the 2019 bargaining shall be awarded additional year or years of credit;
- 3) The Company shall resolve all Uniform Program back orders by a date certain; and
- 4) The Company shall cease and desist from failing to provide the required uniform items with a functional and fully stocked website.

B. Company

The Company contends that it did not violate the Uniform Program as set forth at Appendix C, Part XVI of the Agreement. The Company points out that this grievance involves a matter of contract interpretation and the Union bears the burden to prove the Company violated the Agreement. The Company asserts that the Union has failed to meet its burden of proving that its interpretation of the Agreement is the correct one and it cannot establish that the Company has refused to supply uniforms in violation of the Uniform Program. Thus, the grievance must be denied.

It is noted that the Uniform Program provides no timeline within which the Technicians should receive what they order. In this regard, the parties have revisited the program and revised it approximately every three years since the 1995 contract when it was implemented. No timeline was ever added to the program. In 2019, during contract negotiations, the Uniform Program was again revised including numerous provisions to: limit the technicians covered by the program; reduce the number of certain items that could be ordered; and reduce the annual carryover allowance. At no time did the Union propose any timeline for delivery of ordered items. It now seeks to get something through arbitration that it did not even attempt to get in negotiations. While the Company agrees that uniforms should be provided within a reasonable timeframe, the circumstances that existed must be considered when determining what is reasonable. The delays that occurred for delivery of ordered uniform items were beyond the Company's control and therefore entirely reasonable.

The Company emphasizes that the Union waited until after conclusion of 2019 negotiations to file this grievance on September 25, 2019. The Agreement was ratified by the membership on October 1, 2019. As part of the revisions to the Uniform Program, the Union agreed to remove 689 employees from the program as of October 1; it agreed to cap the amount of money employees could carry over in their account; and it agreed to limit the number of certain items that employees could order.

The Company maintains that what the Union seeks in this arbitration is unclear. It has not pointed to any specific language allegedly violated and all the while the Company has worked in good faith to solve the problem. It cannot manufacture uniform items. Therefore, the Company submits that no newly excluded Technician should be allowed to go back and order clothing under the program since the Union agreed to eliminate them as of October 1, 2019 and a large majority of those employees were unaffected by the problems in any event. In addition, no Technician should be allowed to carry over more than the amounts set forth in the Agreement. The Union agreed to apply that cap while this grievance was pending. Even if the Union could point to language that has been violated, no remedy could include reopening of the program for employees that the Union agreed to eliminate. Neither can the Union request to add money to employees' accounts when they agreed to the cap after it filed this grievance.

The Company asserts that the affirmative defense of impossibility of performance is recognized in contract law when a breach of contract is claimed. Similarly, a defense of impossibility applies to time restrictions when timely performance is impossible due to unforeseen events caused by third parties. Thus, the Company believes that it should not be held liable when unforeseen events beyond its control resulted in its inability to carry out delivery of uniform items ordered by the employees. The Union is seeking to hold the Company accountable for uniform delivery delays it did not cause. In this regard, the Company points out that it did not discipline a single employee for any violation of the Uniform Program and the Union did not arrive at this hearing with clean hands since it instructed the employees to violate the Uniform Program. The Company submits that the previous uniform vendor sabotaged its successor and then manufacturing and distribution delays occurred due to the COVID-19 pandemic. These delays resulted from circumstances beyond the Company's control.

The Company argues that the Agreement imposes no deadline that the Company has violated and no specific action that the Company has taken to cause a violation of the Agreement. The Company also anticipates that this problem will be resolved timely. Since the Union failed to meet its burden of proof to establish a violation of the Agreement, the Company requests that this grievance be denied.

V. DISCUSSION AND FINDINGS

The grievance filed in this matter, alleges that the Company violated the Uniform Program, set forth in Appendix C, Part XVI of the Agreement by “not supplying uniforms.” The issue to be determined is whether the program was violated. The assertion in the grievance is concise, but the circumstances surrounding the resolution of the issue are more comprehensive.

Pursuant to the Uniform Program, the Company is to provide an initial credit of \$503.88 to new employees covered by job titles in the program and an annual credit of \$220.50 to employees already in the program so that they may order the required uniform items from the Company operated website. According to the record, in 2018, the prior vendor, VF Imagewear, was failing to meet expectations for quality and delivery of the Company’s uniforms. Therefore, it decided to change vendors pursuant to its Managerial rights. There is no evidence that the Company did not exercise due diligence when it solicited proposals for a new uniform vendor and ultimately contracted with Image Solutions. Yet, clearly the transition from VF Imagewear to Image Solutions did not occur as smoothly as expected or desired. Nevertheless, in my view, the circumstances surrounding the problems encountered with the transition were primarily beyond the control of the Company. This appears to be an anomaly that is being corrected.

Apparently, VF Imagewear was not cooperative and poisoned the situation by lobbying U.S. manufacturers of uniform apparel not to do business with Image Solutions. In addition, the employee uniform database was corrupted and had to be rebuilt. Then, later on in the process, the COVID pandemic emerged which adversely affected everything from manufacturing to the distribution of the uniform items.

Be that as it may, the Uniform Program is bilateral. The identified employees are required to wear the uniform apparel during the performance of their duties and the Company, through its uniform vendor and the credit provided to the employee, is to provide access for the employees to purchase the uniforms. Albeit the Uniform Program does not specify any time limits, that should be accomplished within a reasonable amount of time from order to delivery and the Company relies upon the vendor, with whom it contracted, to do so. The Company cannot solely remedy the backlog of orders. Indeed, by all accounts, the Company endeavored in good faith to remedy the many unanticipated problems that were encountered and it did not willfully or intentionally fail to supply uniforms. However, due to the circumstances, the uniform items, which represent a benefit to the employees, were not supplied in a timely manner.

It is noted that in the Uniform Program, the parties have agreed upon the amount of money credited to employees covered by the program for purchase of the required uniform items to be worn while on duty. Therefore, it is presumed that by the parties’ Agreement as to the

initial amount, or the annual amount of credit extended for the purchase of uniform apparel, the amount will cover the number of items employees can reasonably expect to outfit themselves for a period of one year. However, in this instance, for a period of more than one year, the employees covered by the Uniform Program could not obtain the uniform items and had to make do with what they already had, albeit, the record reveals that no employee was disciplined for improper attire during that period of time. In addition, testimony at the hearing indicated that some employees had to purchase items "out of pocket" to complete their required uniforms. The Uniform Program also states that any clothing needing replacement as the result of work-related damage will be the responsibility of the Company.

Generally, when interpreting and applying the terms of a collective bargaining agreement, Arbitrators are not to add to, subtract from or modify any provision of the agreement. This arbitrable principle is recognized in Article 23, Section 2 (C) of the parties' Agreement. In this case, the parties have agreed to specific amounts to be credited to the employees in the Uniform Program for ordering uniform items. Consequently, while the employees were unable to order and receive the uniform items in a timely manner in this instance, their uniform credit balance remained available until the transactions are completed. In 2020, new employees to the uniform program received an initial vendor credit of \$503.88 to purchase uniforms and in 2021, they will receive the annual credit of \$220.50 for uniforms. For those employees already in the Uniform Program, they had the amount of \$220.50 credited to their balance in 2020 and will receive the annual credit in 2021. Any amount in their uniform credit balance prior to 2020 carried over up to the amount of \$503.88, the initial vendor allowance. Thus, it is found that the employees covered by the Uniform Program are not entitled to any additional credit as requested by the Union because they have received the agreed upon credit to purchase uniforms that is identified in the Agreement. That amount cannot be increased by the Arbitrator in my opinion. As the ordering process is improved and the backlog of orders is filled, the employees will receive the uniform items in need of replacement. It is also noted that, if necessary, Supervisors may approve additional items which may exceed the category maximum identified in the Uniform Program.

However, the Uniform Program provides that the employees will not suffer any financial risk due to a change in vendor and any employee covered by the Uniform Program who had to purchase uniform items out of pocket, shall, upon documentation, be made whole for the expenditure. Likewise, the Company assumes the responsibility for clothing needing replacement as a result of work related damage and any employee who was in need of replacement of uniform items for this reason shall be made whole, upon documentation, in the

form of a credit to their uniform balance. In addition, if, for some reason, any order made with VF Imagewear by a covered employee was not fulfilled after Image Solutions became the contractor for uniforms, the employee should be credited for the appropriate amount.

For those employees who were excluded from the Uniform Program in the new Agreement, it is found that they are not entitled to have access to their uniform account balance extended. This Agreement was negotiated by the time the grievance was filed on September 25, 2019, and the Agreement was ratified on October 1, 2019. The Uniform Program provides that for those employees who have accepted a job not covered by the program, their uniform account shall be frozen. In my opinion, the excluded employees should be treated the same. As of October 1, 2019, they were no longer required to wear uniforms and did not receive the annual uniform credit in 2020. As a limited remedy, however, given the period of time that problems concerning the ordering and receiving of uniform items continued, any excluded employee who incurred out of pocket expenses to replace uniform items prior to October 1, 2019, shall be made whole upon documentation thereof.

Based upon the particular circumstances surrounding this case, the grievance is sustained in part, as set forth above.

AWARD

The grievance considered herein is sustained, in part. The employees covered by the Uniform Program shall be made whole for out of pocket expenditures for any uniform item upon documentation and for any uniform item that needed replacement due to work related damage the employee shall receive the appropriate credit upon documentation. In addition, for any order made with VF Imagewear by a covered employee that was not fulfilled after Image Solutions became the contractor for uniforms, the employee should be credited for the applicable amount of the order.

Those employees who were excluded from the Uniform Program are not entitled to have the access to their uniform account balance extended as their accounts were frozen upon the ratification of the Agreement on October 1, 2019. However, the excluded employees shall be made whole, upon documentation, for any out of pocket expenditures for uniform items they may have incurred prior to October 1, 2019.



Christopher E. Miles, Esquire
Labor Arbitrator

December 22, 2020