

EMPLOYMENT SERVICES ALERT

1/30/14

U.S. Supreme Court Rules that Workers' Time Spent Putting On and Taking Off Protective Gear is Not Compensable if Excluded Under a Collective Bargaining Agreement

On January 27, 2014, the United States Supreme Court unanimously ruled that U.S. Steel is not required to pay its workers for time spent putting on and taking off protective clothing necessary for their work. Specifically at issue in the case was Section 203(o) of the Fair Labor Standards Act (FLSA). Section 203(o) allows parties to collectively bargain over whether the time spent changing clothes at the beginning and the end of the workday is compensable. The collective bargaining agreement in the U.S. Steel case had such a clause excluding this time from compensation, and the Court was charged with determining whether putting on and taking off protective gear was included in this exclusion.

The workers argued that any specialized protective gear that provided protection against workplace hazards should not fit under the definition of "clothes" as described in Section 203(o) of the FLSA. The employer, U.S. Steel, argued that anything worn on the body should fall under the definition.

Justice Scalia delivered the opinion for the Court, and he looked at traditional definitions of the word "clothing" that were utilized at the time of Section 203(o)'s enactment to determine whether protective gear was included. "Dictionaries from the era of §203(o)'s enactment indicate that 'clothes' denotes items that are both designed and used to cover the body and are commonly regarded as articles of dress...That is what we hold to be the meaning of the word as used in §203(o)." Under that definition, the Court went on to hold that the protective gear at issue fell under the definition of clothing as described in Section 203(o) of the FLSA.

The take away from this case is that the Court broadly construed what constitutes "clothing" under Section 203(o) of the FLSA. If a collective bargaining agreement indicates that time spent putting on and taking off clothing is not compensable, that clause will apply to a wide variety of items that an employee may have to wear at work, including protective gear.

Our attorneys can assist you in complying with the FLSA's compensation requirements. For further information, please contact the following Roetzel attorneys:

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