

United States of America

BEFORE THE FEDERAL SERVICE IMPASSES PANEL

In the Matter of

DEPARTMENT OF THE NAVY
U.S. NAVY EXCHANGE NORFOLK
NORFOLK, VIRGINIA

and

LOCAL 53, AMERICAN FEDERATION
OF GOVERNMENT EMPLOYEES, AFL-CIO

Case No. 08 FSIP 74

DECISION AND ORDER

Local 53, American Federation of Government Employees, AFL-CIO (Union) filed a request for assistance with the Federal Service Impasses Panel (Panel) to consider a negotiation impasse under the Federal Service Labor-Management Relations Statute (Statute), 5 U.S.C. § 7119, between it and Department of the Navy, U.S. Navy Exchange Norfolk, Norfolk, Virginia (Employer).

Following an investigation of the request for assistance, which concerns negotiations over a successor collective bargaining agreement (CBA),^{1/} the Panel determined to resolve the parties' dispute through single written submissions. The parties were informed that after considering the entire record, the Panel would take whatever action it deems appropriate to settle the impasse, which may include the issuance of a *Decision and Order*. Written statements with evidence and arguments supporting the parties' final offers were made pursuant to this procedure and the Panel has now considered the entire record.

^{1/} Initially, the parties' impasse involved sections of two articles - Article 4, Section 4 and Article 11, Section 4. During the written submissions procedure, they voluntarily resolved their dispute over Article 11, Section 4. That issue, therefore, is no longer before the Panel.

BACKGROUND

The Employer's mission is to provide retail goods and services at a discount to military personnel. The Union represents 210 Non-appropriated fund (NAF) employees who work in the warehouse, lodge, garage, sight & sound, beauty shop and barber shop. The parties' CBA expired in 2002; however, the parties continue to follow its terms until a successor agreement is effectuated.

ISSUE AT IMPASSE

The parties disagree over whether certain bargaining-unit employees who are issued uniforms should be allowed to launder them on duty time.

POSITIONS OF THE PARTIES

1. The Union's Position

The Union's proposed wording for Article 4, Section 4 of the CBA is the following:

The Employer agrees to provide to Associates who are involved in 'dirty work' (skilled and unskilled positions), a supply of uniforms, the uniforms will be laundered by the Employer. Other uniforms that are required shall be furnished by the Employer who will provide facilities for the Associates to launder them, **when the Associate is on duty time.** These uniforms will be replaced as needed by the Employer. [Only the highlighted portion is in dispute.]

Its proposal would apply to all NAF bargaining-unit employees, including approximately 30 who work in the Sight & Sound and Warehouse facilities. As the Employer is now issuing these employees uniforms, laundering them on non-duty time would require employees to come in early or stay late to accomplish this task. This would create a hardship considering the number of employees who would now need to launder their uniforms before or after work. Employees who work in the Beauty Shop, Barber Shop and Navy Lodge already are allowed to wash their clothes on duty time, so it is fair and reasonable that employees who work in other areas be treated similarly. There are also several other options the Employer could consider to address its concern about lost work time and inefficiency. It is currently in the process of renovating the employees' locker room and could

install washers and dryers for them to use. Another option would be to provide the same type of laundry service currently used by the Auto Repair Shop which has an established pick-up and delivery date and an employee who transports uniforms to and from that facility. Finally, an employee could be assigned to drop off and pick up uniforms on an established schedule at the Navy Lodge where staff already launders uniforms. Each of these options would result in the Employer incurring no reduction in productivity and ensuring quality customer service.

2. The Employer's Position

The Employer's proposal is as follows:

The Employer agrees to provide associates who are involved in 'dirty work' (skilled and unskilled trade positions), a supply of uniforms, the uniforms will be laundered by the Employer. Other uniforms that are required shall be furnished by the Employer who will provide facilities for the associates to launder them, **when the associate is not on duty time.** These uniforms will be replaced as needed by the Employer. [Only the highlighted portion is in dispute.]

Preliminarily, the Employer is providing uniforms to employees at no cost and exchanging worn or damaged uniforms for new ones as necessary.^{2/} It acknowledges that employees in the Beauty Shop, Barber Shop, and Navy Lodge currently are permitted to launder their uniforms on duty time. Employees at these locations have laundry facilities in their work areas. Therefore, they are able to continue their primary duties and provide service to their customers with little interruption in the performance of their assigned responsibilities. Employees in the Beauty Shop, Barber Shop, and Navy Lodge also deal with harsh chemicals that necessitate having laundry facilities within their specific work areas.

Expanding the current practice, as the Union proposes, would require employees to transport their uniforms to an area where there are laundry facilities and either wait for them to complete the wash-and-dry cycle or return when the cycle is finished. As the time away from their designated work areas

^{2/} According to the Employer, applying the savings to employees from not having to purchase the uniforms and using the Employer's laundering facilities would result in the equivalent of 2.6 years of savings for each employee.

could be as much as 1 hour or more, these employees would be leaving their customers unattended. The Union's suggestion that management assign someone to gather and transport the employees' uniforms would entail sorting, laundering, and returning them. In addition to being an inefficient use of resources, it could require the creation of a position that currently does not exist. The Navy Exchange is a retail business that is in direct competition with other retailers and time spent not performing regularly assigned duties would have an impact on its ability to remain competitive. Finally, the Union's proposal to add laundry facilities when the employees' locker room is renovated is not part of these negotiations and is purely speculative.

CONCLUSION

Having carefully considered the evidence and arguments presented by the parties, we shall order the adoption of the Employer's proposal to resolve the dispute. On balance, the cost to the Navy Exchange in terms of lost productivity and adverse impact on customer service outweighs the benefits of permitting Sight & Sound and Warehouse employees to launder their uniforms on duty time. As to the Union's fairness argument, the record demonstrates that there are valid reasons for permitting employees at the Beauty Shop, Barber Shop, and Navy Lodge to wash their uniforms on duty time.

ORDER

Pursuant to the authority vested in it by the Federal Service Labor-Management Relations Statute, 5 U.S.C. § 7119, and because of the failure of the parties to resolve their dispute during the course of proceedings instituted under the Panel's regulations, 5 C.F.R. § 2471.6(a)(2), the Federal Service Impasses Panel, under 5 C.F.R. § 2471.11(a) of its regulations, hereby orders the following:

The parties shall adopt the Employer's proposal.

By direction of the Panel.

H. Joseph Schimansky
Executive Director

October 23, 2008
Washington, D.C.