

NEGOTIATED AGREEMENT
UNDER E.O. 11491
AS AMENDED BY E.O. 11616

BETWEEN

NAVY EXCHANGE, NAVAL DISTRICT
WASHINGTON, DC

AND

LABORERS' INTERNATIONAL UNION OF
NORTH AMERICA
FEDERAL EMPLOYEES LOCAL 960

COVERING ALL EMPLOYEES OF THE
LAUNDRY AND DRY CLEANING DEPARTMENT

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NEGOTIATED AGREEMENT UNDER
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AS AMENDED BY E.D. 11616

This agreement is made by and between the Navy Exchange, Naval District Washington, D.C., hereinafter referred to as the "EMPLOYER" and Federal Employees Local Union 960, Laborer's International Union of North America, AFL-CIO, hereinafter referred to as the "UNION".

WITNESSETH

In consideration of the mutual covenants herein set forth, the parties hereto intending to be bound agree as follows:

WHEREAS it is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Navy Exchange and the wellbeing of its employees within the meaning of Executive Order 11491, as amended by E.O. 11616, to establish a basic understanding relative to personnel policy, practices and procedures and matters affecting other conditions of employment and to provide means for amicable discussion of matters of mutual interest.

WHEREAS, in accordance with fair labor practices, the UNION is prohibited from calling or engaging in any strike, work stoppage, slowdown or related picketing engaged in as a substitute for any such strike, work stoppage or slowdown.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1
RECOGNITION AND UNIT DESCRIPTION

Section 1. The EMPLOYER recognizes the UNION as the exclusive bargaining agent, under provisions of Executive Order 11491, as amended by E.O. 11616, for all employees in the Unit as described in Section 2. The UNION recognizes its responsibility to represent the interests in all employees within the Unit with respect to grievances, personnel policies, practices, and procedures or other matters affecting their general working conditions and well-being without discrimination and without regard to employee organization membership.

Section 2. The Unit to which this agreement is applicable consists of all employees in the Navy Exchange, Headquarters Naval District Washington, D.C. Laundry and Dry Cleaning Department, excluding tailors, seamstresses, and supervisory personnel.

ARTICLE II
RIGHTS AND RESPONSIBILITIES OF EMPLOYER

Section 1. This agreement and any supplemental agreements entered into between the EMPLOYER and the UNION, prior to becoming effective, are subject to the approval of the Navy Resale System Office.

Section 2. The following requirements will have full force and effect in this agreement as well as all supplemental, implementing, subsidiary, or informal agreements entered into between the EMPLOYER and the Union.

Section 3. In exercising the rights of this Article, the EMPLOYER will not nullify or abrogate the rights of the UNION or employees as contained in other provisions of this Agreement. The UNION in turn will in no way attempt to nullify or abrogate the rights of the EMPLOYER or the employees covered by this Agreement.

(a) In the administration of all matters covered by the Agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual; by published agency policies and regulations in existence at the time the agreement was approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level.

(b) The EMPLOYER (management officials of the Exchange) retains the right, in accordance with applicable laws and regulations:

- (1) To direct employees of the agency.
- (2) To hire, promote, transfer, assign, and retain employees in position within the installation, and to suspend, demote, discharge, or take other disciplinary actions against employees.
- (3) To relieve employees from duties because of lack of work or other legitimate reasons.
- (4) To maintain the efficiency of the Government operations entrusted to it.
- (5) To determine the methods, means, and personnel by which such mission of the installation in situations of emergency.
- (6) To take whatever actions may be necessary to carry out the mission of the installation in situations of emergency.

(c) The EMPLOYER shall take such action consistent with law or with directives as may be required in order to assure employees are apprised of the rights described in Executive Order 11491, as amended, and this Article and that no interference, restraints, coercion, or discrimination is practiced within the Exchange to encourage or discourage membership in any employee organization.

Section 4. The right to make rules and regulations shall be considered acknowledged function of the EMPLOYER. In making rules and regulations relating to personnel policy, procedures and practices, and matters of working conditions, the EMPLOYER shall give due regard and consideration to the rights of the UNION and other obligations imposed by this Agreement and the provisions of Executive Order 11491 as amended.

Section 5. In prescribing regulations related to personnel policies and practices and working conditions, the EMPLOYER shall have due regard for the obligation imposed by Section 11(a) of Executive Order 11491 as amended. However, the obligation to meet and confer does not include matters with respect to the mission of the EMPLOYER, its budget; its organization; the number of employees; and the numbers, types, and grades of positions or employees assigned to an organization unit, work project or tour of duty; the technology of performing its work; or its internal security practices. This does not preclude the parties from negotiating agreements providing appropriate arrangements for employees adversely affected by the impact of realignment of work forces or technology change.

ARTICLE III RIGHTS AND RESPONSIBILITIES OF EMPLOYEES

Section 1. It is agreed that employees in the unit defined herein shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Local or to refrain from any such activity. The freedom of such employees to assist the Local shall be recognized as extending to participation in the management of the Local in the capacity of a Local representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority, except as provided in Executive Order 11491, as amended; i.e., if such activity could result in a conflict or apparent conflict of interest or otherwise be incompatible with law or with the official duties of the employee.

Section 2 . The EMPLOYER and UNION agree that all provisions of this Agreement shall be applied fairly and equitably to all employees in the Unit,

Section 3. Employees of this unit shall have a right to request representation on any matter pertaining to their employment with which they are dissatisfied. Employees who are called in by the EMPLOYER for disciplinary reasons have the right to request that they be accompanied by their Union Steward.

Section 4. Employees agree to work toward the successful fulfillment of the Navy Exchange mission by giving in their performance of duty their earnest effort and best thought, seeking to find and employ more efficient and economical ways of getting tasks accomplished, following instructions issued by their supervisors, requesting additional assignments when a job is completed, following established rules governing requests for leave, cooperating with fellow employees in getting the job done, reporting misunderstandings and unsatisfactory working conditions to appropriate officials and reporting any unsafe conditions observed in their daily work.

Section 5. No employee shall be required to become or to remain a member of a Tabor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

ARTICLE IV MATTERS SUBJECT TO CONSULTATION AND NEGOTIATION

Section 1. It is agreed and understood that the matters appropriate for consultation and negotiation between the parties are policies and programs relating to all working conditions which are within the discretion of the EMPLOYER to make decision on, including, but not limited to such matters as safety, training, labor management cooperation, employee services, methods of adjusting grievances, appeals, leave, promotion plans, demotion practices, pay practices, reduction-in-force practices and hours of work.

Section 2. It is further recognized that this Agreement does not alter the responsibility of either the UNION or the EMPLOYER to meet with the other to advise, discuss, or consult and conscientiously seek mutually satisfactory solutions to matters not covered by the Agreement.

Section 3. The EMPLOYER will apprise UNION officials before making changes of prior benefits, practices and understandings which have been mutually acceptable to the EMPLOYER and the UNION but which are not specifically covered in this Agreement.

Section 4. In prescribing regulations relating to personnel policies and practices and working conditions an agency shall have due regard for the obligation imposed by this Agreement. However, the obligation to make the UNION officials cognizant of impending changes does not include matters with respect to the mission of an agency; its budget; its organization; the number of employees; and the numbers, types, and grades of positions of employees assigned to an organizational unit work project or tour of duty; the technology of performing its work; or its internal security practices. This does not preclude the parties from negotiating agreements providing appropriate arrangements for employees adversely affected by the impact or realignment of work forces or technological change.

ARTICLE V UNION REPRESENTATION

Section 1. The UNION shall have the right to designate one (1) steward for Laundry personnel and one (1) steward for Dry Cleaning personnel.

Section 2. The EMPLOYER agrees to recognize the Officers, duly designated representatives, and shop stewards. The UNION shall furnish the EMPLOYER a current list of its officers, representatives, and stewards. This list shall be updated as changes occur.

Section 3. The EMPLOYER agrees that the arrangements which may be necessary for the officers, representatives, and shop stewards to properly carry out the respective duties in connection with the collective relationship between parties will be made so as to allow for those officers, representatives, and shop stewards to leave their station to proceed to other stations within the Unit, when it is necessary to do so in order to bring about a prompt and expeditious disposition of a grievance or complaint. Such activities shall be engaged in without loss in pay or benefits of any kind. Stewards, representatives, and officers must obtain permission from their immediate supervisor prior to leaving their work site.

Section 4. The EMPLOYER agrees that any authorized representatives of the local or International, upon request to the EMPLOYER shall be allowed in the activity on official union business and that such visits be governed by the Station's Security Regulations and those conditions set forth in the Navy Exchange Manual.

Section 5. Nothing herein shall restrict representatives of the International Union in assisting stewards, officers or members in accordance with the above provisions

ARTICLE VI BASIC WORK WEEK

Section 1. The basic work week will consist of five 8-hour days, normally Monday through Friday except for employees who are assigned other workweeks deemed necessary by the EMPLOYER to carry out the mission of the activity. The EMPLOYER has the option; however, to reduce the number of hours worked in any one week if the volume of work is insufficient to support a full 8-hour day.

Section 2. In areas that need continuing and identical services on Saturday and Sunday, a schedule will be worked out by the EMPLOYER on a rotating basis so that employees will have as many weekends off as possible, utilizing the seniority system within the unit.

Section 3. It is agreed that the foregoing past practices shall remain in effect during the life of this Agreement.

ARTICLE VII OVERTIME

Section 1. In computing all overtime pay, the employees hourly rate shall include any applicable shift differential.

Section 2. The EMPLOYER will make every effort to assign overtime fairly among eligible employees. Assignment of overtime will be made in the light of the following considerations: special skills of the employees, familiarity with the work assignment, particular work requirements; consideration of past performance in reporting for overtime, and wishes of employees.

Section 3. The UNION understands that all employees of the bargaining unit must be willing to accept overtime work on short notice in emergencies. The EMPLOYER agrees to make every effort, however, to give employees advance notice before requiring them to work overtime.

Section 4. No employee shall be laid off during any regular hours in basic work week in order to compensate or offset overtime hours worked outside of his regular work shift or basic work week.

Section 5. All hours of work in excess of 8 and 40 hours in basic work week shall be paid overtime rate.

Section 6. When work is planned in advance to be performed on an overtime basis on: (1) a day other than the basic work week, the EMPLOYER agrees to at least four hours of work for each employee; or (2) at a time other than the basic work day, the EMPLOYER agrees to at least two hours of work for each employee.

ARTICLE VIII HOLIDAYS

Section 1. Any employee whose services are not required by the EMPLOYER on any holiday established by Federal statute or executive order may be excused from work on that day without charge to leave, and those excused will be entitled to holiday benefits in accordance with the appropriate provisions of the Navy Exchange Manual and other applicable regulations of higher authority.

Section 2. Work on holidays established by Federal statute or executive order will, insofar as consistent with efficiency and operating needs as determined by the EMPLOYER be kept to a minimum in accordance with existing regulations.

Section 3. Whenever such holidays fall on Saturday or Sunday, the preceding Friday or succeeding Monday, respectfully, will be observed as holidays in accordance with the appropriate provisions of the Navy Exchange Manual and other applicable regulations of higher authority.

ARTICLE IX ANNUAL LEAVE

Section 1. Employees shall be entitled to annual leave in accordance with the policies expressed in the Navy Exchange Manual and other applicable regulations of higher authority. The EMPLOYER agrees to give approval to an employees' request to take annual leave for personal purposes, subject to workload and manpower requirements, when the employee has given his supervisor reasonable advance notice. Approval of annual leave for emergency reasons will be granted on an individual case basis. Employees will be notified promptly of approval or disapproval of their leave requests. When an employee requests leave in advance in writing, and the supervisor disapproves the requests, he will give his reason in writing. Normally, annual leave for the purpose of emergency shall be granted at an employees' request. This request shall be made as early as possible, normally within the first two hours of the workday {or two hours prior to the start of the workday, if possible, in the case of shift workers). Unless an employee abuses this privilege, he shall state only the nature of his emergency. When an employee has been notified, in writing, of his abuse of this privilege, the employee will be required to show proof of an emergency.

Section 2. The EMPLOYER agrees to schedule approved annual leave for vacation purposes, of ordinarily not less than two weeks duration, on requests received prior to March 1 of each year. Schedules for the use of annual leave for vacation purposes shall be constructed on the basis of tenure of the employees service in the section, subject to modification by the section chief to meet operating and workload requirements. In developing the schedules, each employee making his selection shall not be permitted to change his selection if it disturbs the selection of another employee, but a section chief may approve a change in selection provided another employees' choice is not disturbed, or the latter is agreeable thereto.

Section 3. If for any reason, the EMPLOYER effects a shutdown of activities for emergency purposes, and no other work assignments are available, all unit employees affected thereby may elect to utilize annual leave if available. Should no annual leave be available they will be placed in a leave without pay status in accordance with provisions in the Navy Exchange Manual.

ARTICLE X SICK LEAVE

Section 1. Employees shall be credited with sick leave in accordance with the applicable provisions of the Navy Exchange Manual. A waiting period of two workdays without pay applies to each absence for all employees who have not completed their second year of service.

Section 2. Employees shall not be required to furnish a doctors certificate to substantiate requests of sick leave unless such leave exceeds three work days continuous duration: Periods of absence on sick leave in excess of three work days will ordinarily be supported by a medical certificate, to be submitted within 15 calendar days after returning to duty. In lieu of a medical certificate, the employees' signed statement explaining the nature of his illness may be accepted when it is unreasonable to require a medical certificate because of a shortage of physicians, remoteness of locality, or because the illness does not require the services of a physician. In individual cases where the supervisor has facts to substantiate his reasons to believe an employee is abusing sick leave privileges, the supervisor may require the employee to furnish a medical certificate for periods of three work days or less. Prior written notice will be furnished employees of the requirement. After six months the employees sick leave record will be reviewed with the employee and his representative if he so desires, to determine if this requirement is to be continued or withdrawn.

Section 3. Employees sent home from work because of illness will not be required to furnish a doctor's certificate to substantiate such sick leave unless it exceeds two (2) work days continuous duration. When any absence due to illness or injury extends from one workweek into another, the employee shall notify his office on the first day of the second week and of each week thereafter until his return to duty.

Section 4. It is agreed that employees should make every effort to schedule appointments after working hours or on non-work days for medical, dental, or optical examination or treatment. Where such scheduling is impractical, requests for sick leave to cover examination or treatment shall be submitted as far in advance as possible and shall specify the date and the time of appointment and name and address of the doctor or other practitioner involved.

ARTICLE XI ADMINISTRATIVE LEAVE AND LEAVE WITHOUT PAY

Section 1. Employees may, at the discretion of the EMPLOYER, be granted administrative leave and leaves of absence without pay, including compassionate leave for death in the immediate family and emergency leave, in accordance with the policies expressed in the Navy Exchange Manual. Compassionate leave will not exceed four (4) consecutive work days.

Section 2. The EMPLOYER agrees that the UNION may designate employee members as representative elected or appointed to a UNION office or as a Delegate to any UNION activity necessitating a leave of absence, and upon written notification to the EMPLOYER by the UNION, such employee shall be granted annual leave or approved leave without pay, provided such employee can be spared from his job without serious detriment to Exchange operations, and as such is consistent with existing regulations.

ARTICLE XII WAGES

Section 1. In accordance with SECNAV INSTRUCTIONS 12000.15 and applicable provisions of the Navy Exchange Manual, employees shall be paid wages that conform as nearly as is consistent with public interest, with those of private establishments in the immediate vicinity. Employees also covered by the minimum wage provisions of the Fair Labor Standards Act pursuant to DOD Directive 1400.22 of 3 August 1972 and SECNAV INSTRUCTION 12530.1 of 6 June 1964, shall not be paid less than the minimum wage rate provided. The EMPLOYER will appoint an observer to the Wage Survey Committee from a list of at least two Navy Exchange Employees nominees submitted by the Union. The function of the observer is to assist in the planning and analysis phase of the wage determination.

Section 2. When a survey is to be conducted, the UNION may provide a list of companies that they desire to be surveyed for consideration of the Wage Survey Board. Selection of companies from this list will be considered by the criterion established in NAVRESOINST 12550.1A.

ARTICLE XIII
CHANGE IN JOB DESCRIPTION AND REQUIREMENTS

Section 1. Each employee in the Unit shall be afforded the opportunity to consult with the EMPLOYER for the purpose of reviewing his JOB DESCRIPTION or ratings for any alleged inequities. Such employees are entitled to UNION representation or assistance in discussing the above with the EMPLOYER.

ARTICLE XIV
RETIREMENT

Section 1. Employees shall be entitled to join the Retirement Annuity Plan in accordance with the policies expressed in the Navy Exchange Manual and other applicable regulations of higher authority. All new employees will be informed of the Retirement Annuity Plan at the end of their probationary period.

ARTICLE XV
HEALTH BENEFITS

Section 1. Employees shall be entitled to all health benefits in accordance with the applicable provisions of the Navy Exchange Manual.

ARTICLE XVI
SAFETY AND HEALTH

Section 1. The EMPLOYER shall continue to make every reasonable effort to provide and maintain safe working conditions and health protection for employees. The UNION will cooperate to that end and will encourage all employees to work in a safe manner.

Section 2. In the course of performing their normally assigned duties, UNION representatives will be alert to observe unsafe practices, equipment and conditions as well as environmental conditions in their immediate area which represent health hazards. When unsafe or unhealthy conditions are observed by UNION representatives they should report them to the cognizant supervisor. When such safety and health matters are of general Navy Exchange interest, the UNION may present the problem to the appropriate higher level of supervision for mutual consideration by the EMPLOYER and the UNION for solution.

Section 3. It is recognized that each employee has a primary responsibility for his own safety and an obligation to know, and observe safety rules and practices as a measure of protection for

himself and others. The EMPLOYER will welcome at anytime from any individual employee or from the UNION suggestions which offer practical and economically feasible ways of improving safety conditions.

ARTICLE XVII SENIORITY

Section 1. As used in this Agreement, "seniority" is defined as total continuous service with the Navy Exchange System, without regard to periods of absence, whether in a leave with pay or leave without pay status. An employee involuntarily separated but rehired within one year, shall not lose seniority.

ARTICLE XVIII GRIEVANCE PROCEDURE

Section 1. This article is intended to provide an orderly and sole procedure for the processing of grievances of the parties and unit employees as specifically set forth in Section 13 of Executive Order 11491 as amended. Grievances, to be processed under this article, shall pertain only to the interpretation or application of express provisions of this agreement. The following negotiated grievances does not cover any other matters, including matters for which statutory appeals procedures exist, and shall be the exclusive procedure available to the parties and the employees in the unit for resolving such grievances.

Section 2. Individual employees using this procedure will be represented by an individual appointed or approved by the labor organization. Employees may exercise, in a timely manner, the right to present grievances to appropriate management officials in an attempt to have the grievance resolved in accordance with Section 13(a) of Executive Order 11491 as amended.

Section 3. Grievances or complaints of employees in the unit concerning matters other than interpretation or application of this Agreement will be processed under the procedures established in the Navy Exchange Manual. An employee may handle his own grievance or select his own representative in such proceedings. However, the L.I.U./N.A. shall be given the opportunity to be represented at formal discussions between management and employee or employees representatives. To be present during discussions of such grievances shall be subject to necessary requirements as to security and confidentiality of information. If discussions lead to consideration of possible modifications of personnel policies or other matters which management is obligated to discuss with the L.I.U./N.A., decisions on such matters will not be made by management until this obligation is discharged. Such decisions will not conflict with any existing agreement with L.I.U./N.A.

Section 4. Questions as to the interpretation of published agency policies or regulations, provisions of law, or regulations of appropriate authorities outside the agency shall not be subject to this negotiated grievance procedure regardless of whether such policies, laws or regulations are quoted, cited or otherwise incorporated or referenced in this agreement. Should an employee or group of employees in the unit, or the parties, initiate a grievance or complaint on matters other than the interpretation or application of the Agreement, such as those involving interpretation of agency regulations, regulations or directives of higher authority, or matters for which statutory appeals procedures exist, such grievances or complaints may be presented under procedures established in the Navy Exchange Manual and shall not be resolved through the procedures established in this Article or Article XIX, Arbitration of this agreement.

Section 5. Should an employee or group of employees in the unit or the union initiate a grievance or complaint involving the interpretation or application of the Agreement which questions the interpretation of published agency policy, provisions of law or regulations of appropriate authority outside the agency, and such policy, law or regulations is an integral part of the Agreement, the following procedures will apply:

- (a) Processing of the grievance beyond the informal step, set forth below, will be delayed until the questioned policy, law or regulation has been interpreted. The UNION will forward, via the Navy Exchange Officer, such questions to the Navy Resale System Office.
- (b) Within 15 calendar days of receipt of the interpretation, the employee or labor organization may process other matters in the grievance procedures, including alleged misapplication of the policy, law, or regulation, to Step I of this procedure

Section 6. Any grievance not taken up with the employee's immediate supervisor or with appropriate representatives of the labor organization of EMPLOYER within five (5) working days after the occurrence of the matter out of which the grievance arose, shall not be presented nor considered at a later date except cases where the employee or complaining party could not reasonably have been aware of being aggrieved. Extensions may be mutually agreed upon to provide for unusual cases.

Section 7. The following grievance procedure applies to all eligible employees of the unit and the parties:

- (a) Informal Step: An employee shall first take up his grievance informally with his immediate supervisor. The immediate supervisor will meet with the employee in an attempt to resolve the grievance. The employee may, upon request, be represented by one union representative. The supervisor must give his answer within five (5) working days. The union and the employer anticipate that most employee grievances will be settled at this informal level.

(b) Formal Procedure:

Step 1. If no satisfactory settlement is reached at the informal step and the employee elects to pursue his grievance under the following procedure, the employee shall reduce his grievance in writing. The written grievance will be submitted to the Department Manager or Branch Manager within five (5) working days of the supervisor's informal decision. The written grievance shall contain the details of the complaint, the specific provision of the agreement involved, and the corrective action desired by the employee. It must give the date of informal discussion, the date of informal decision, and identify the immediate supervisor. The Department or Branch Manager will meet with the employee and one union representative in an attempt to resolve the grievance within five working days of receipt. A written decision will be given to the employee within five (5) working days of this meeting.

Step 2. If a satisfactory settlement has not been reached at the previous step, the employee may submit his grievance within five (5) working days to the Navy Exchange Officer. The Navy Exchange Officer or his designated representative will meet within five (5) working days with the employee and attempt to resolve the grievance. A written decision will be given to the employee within five (5) working days of the meeting.

Step 3. If either party is not satisfied with the decision at Step 2, they may within ten (10) calendar days from the date of this decision make a formal written request that the unresolved grievance be submitted to impartial arbitration in accordance with Article XIX.

Section 8. At each and every step of the grievance procedure the UNION and the EMPLOYER may call a reasonable number of relevant employee witnesses who shall suffer no loss of pay for such service. The parties shall upon request of the other party, permit inspection of pertinent records insofar as permissible without violating laws, regulations, or government property, for the purpose of substantiating the contentions of claims of the parties.

Section 9. Failure of the EMPLOYER to meet the time limits prescribed above shall permit the employee or the UNION to move the grievance to the next step of the grievance procedure.

Section 10. The EMPLOYER and the UNION recognize and endorse the importance of bringing to light and adjusting grievances promptly. The initiation of a grievance in good faith by an employee should not cast any reflection on his standing with his supervisor or his loyalty and desirability to the organization, nor should the grievance be considered as a reflection of the employee's supervisor.

Section 11. Upon completion of each formal step of this negotiated grievance procedure, management will give the original copy of the grievance form to the employee and forward a copy to the employee's representative.

Section 12. The UNION and the EMPLOYER agree that when several employees have an identical grievance (where no individual variations are involved) the L.I.U./N.A. and the EMLOYER will mutually select one case for processing under the grievance procedure. The employees will be advised that in processing one grievance for the group, the decision on the case selected will be binding on all other cases. Names of all employees involved in this procedure will be made a part of the record of the case selected for processing and when a decision is made on the grievance, each employee will be individually notified.

ARTICLE XIX ARBITRATION

Section 1. If the parties fail to reach a satisfactory settlement of grievances under Article XVIII, Section 7(b), Step 2, such grievances may be referred to Arbitration. In this event, the L.I.U./N.A. shall notify the EMPLOYER in writing, within ten calendar days after receipt of the Navy Exchange Officer's decision at Step 2, that Arbitration of the grievance is desired. Where a grievance is initiated by an employee, a signed copy of the employee's statement, concurring in the referral of the grievance to Arbitration, shall be submitted with the notification letter. A copy of the notification letter shall be provided to the Navy Resale System Office.

Section 2. Either or both parties may request the Federal Mediation and Conciliation Service to submit a list of five persons qualified to act as arbitrators. The parties shall meet within five work days after receipt of such list. If they cannot mutually agree upon one from the list of arbitrators, the EMPLOYER and the L .I.U./N.A. will each strike one arbitrator's name from the list of five and shall then repeat the procedure. The remaining names shall be the selected arbitrator.

Section 3. The fees and expenses of the arbitrator shall be borne equally by the EMPLOYER and the L.I.U./N.A. provided the cost to the EMPLOYER of such fees and expenses does not exceed the amount authorized by laws, rules and regulations or directives. The cost of a shorthand reporter, if requested by the arbitrator, shall be equally shared by the parties. The arbitration hearing shall be held during the regular work hours of the basic work week, Monday through Friday. The aggrieved employee, his personal representative and witness(es) if employees of the Navy Exchange, shall be in a duty status while participating in the arbitration proceeding so long as time is within their normal shift.

Section 4. The arbitrator will be requested to render his decision as quickly as possible, but in any event, no later than 30 calendar days after the conclusion of the hearing unless the parties otherwise agree. The arbitrator's decision shall be limited to the application of the term of the Agreement. The arbitrator shall not change, modify, alter, delete or add to provisions of the Agreement.

Section 5. Either party may file exceptions to an arbitrator's award with the Federal Labor Relations Council as prescribed by applicable rules and regulations. If neither party files an exception, the arbitrators award will be implemented within ten calendar days after issuance of the award.

ARTICLE XX REDUCTION IN FORCE AND REEMPLOYMENT

Section 1. The EMPLOYER agrees to notify the UNION of the reasons for any reduction in force within the Unit. Prior to issuing the reduction in force notices, the EMPLOYER will notify the UNION of the affected area and the number of employees affected. The UNION will cooperate with the EMPLOYER in communication to the employees, the reason for the reduction in force and any policy associated therewith. The UNION and the EMPLOYER, in accordance with the Navy Exchange Manual, further agree to offer assistance to the affected employees in obtaining employment.

Section 2. The EMPLOYER agrees that in order to minimize the impact of any reduction in force, existing vacancies will be filled to the extent practicable through placement of qualified employees who are being affected by the reduction in force action.

Section 3. The EMPLOYER agrees that reasonable consideration will be given in rehiring employees affected by reduction in force to his former rating in inverse order of the RIF action when a vacancy occurs therein, before filling said position with a person from outside the Exchange. This consideration will not extend beyond one year.

ARTICLE XXI NO REDUCTION IN BENEFITS

Section 1. Present benefits, practices and understanding mutually acceptable to the EMPLOYER and the UNION will remain in effect during the term of the Agreement; however, the EMPLOYER retains the right to stop or eliminate any benefit, practice or understanding which is contrary to law or regulation, detrimental to or hampers in any manner, the operation of the Navy Exchange. The EMPLOYER will consider the views of the UNION in such matters prior to effecting any change.

ARTICLE XXII
DISTRIBUTION OF THE AGREEMENT

Section 1. The EMPLOYER agrees to make copies of the Agreement available to the UNION and to all employees of the Unit. Printing will be of book size (8" X 11").

ARTICLE XXIII
DISCIPLINARY ACTION

Section 1. The EMPLOYER agrees that discipline will be administered in a fair and impartial manner, and that no employee will be discharged or otherwise disciplined except as provided in the applicable provisions of the Navy Exchange Manual and the Navy Resale System Office directives. The employee will be advised specifically of the details of the offense with which he is charged necessary to enable him to understand the charge and to defend himself against it. The shop steward will be notified at the discretion of the employee. In instances where the Exchange proposed disciplinary action the UNION will be furnished a copy of the pertinent correspondence.

Section 2. The grievance procedures set forth in Article XIII of this agreement are the exclusive procedures available to the employees for consideration of grievances resulting from disciplinary actions described in Section 1 of this article.

Section 3. When an employee is personally presented with a letter of official reprimand or a notice of decision imposing a suspension of 30 calendar days or less, he will be furnished an extra copy of the notice for transmittal to a UNION representative or other person of his choice.

ARTICLE XXIV
RENEWAL, TERMINATION AND MODIFICATION

Section 1. This Agreement shall remain in force and effect for two years from the date of approval by the Navy Resale System Office, Brooklyn, New York. Further, this Agreement shall terminate at any time it is determined that the UNION is no longer entitled to exclusive recognition under Executive Order 11491 as amended.

Section 2. At least 60 and not earlier than 90 calendar days prior to the normal expiration date of this Agreement, representatives of the EMPLOYER and the UNION shall meet for the purpose of commencing the negotiations of a new Agreement. If the present inforce agreement is mutually satisfactory to both the UNION and the EMPLOYER the agreement shall be automatically renewed for an additional period of two years. Should the UNION's exclusive recognition or the Unit be challenged, the negotiations will be suspended pending resolution of such challenge.

Section 3. When modifications, amendments or renewals of this Agreement are required, it must be brought into conformity with existing published policies, regulations and applicable existing laws. Such amendments will be effective on a date determined under the circumstances and approval by the Navy Resale System Office.

Section 4. This Agreement may be opened for amendment by mutual consent of the EMPLOYER and the UNION at any time. Request for such amendment by either party shall be in writing and must include a summary of the amendment proposed. The EMPLOYER and the UNION will meet within 15 working days of receipt of such written request to discuss the proposed amendment. If both parties agree that opening of this Agreement is warranted on any of the proposed amendments, they shall proceed to negotiate the proposed amendment. No changes other than those covered by the subject matter of the summary will be considered. Agreement shall be evidenced in writing duly executed by both parties. No amendments will become effective until approved by the Navy Resale System Office, Brooklyn, New York. Such amendments will become a part of this agreement and will remain in effect for the duration of the agreement.

ARTICLE XXV DUES WITHHOLDING

Section 1. Unit employees may have their Union dues withheld through payroll deductions. The EMPLOYER agrees to make no charge for the cost of withholding dues. The separate memorandum of understanding between the parties for dues withholding dated 4 April 67, is hereby incorporated by reference as a part of this agreement.

ARTICLE XXVI BASIC PROVISIONS OF AGREEMENT

Section 1. The requirements of Section 12(a),(b) and (c) of Executive Order 11491 as amended which are incorporated in Articles II, IV, and V of the agreement shall apply to all supplemental, implementing, subsidiary or informal agreements between the parties.

EFFECTIVE DATE OF AGREEMENT

IN WITNESS WHEREOF the parties have entered into this Agreement on this fourteenth day of March 1973

FOR THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA,
FEDERAL EMPLOYEES LOCAL 960,
CHIEF NEGOTIATOR

FOR THE NAVY EXCHANGE HEADQUARTERS NAVAL DISTRICT WASHINGTON RESIDENT NAVY EXCHANGE OFFICER

FOR THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA,
FEDERAL EMPLOYEES LOCAL 960,
BUSINESS MANAGER

NAVY EXCHANGE LAUNDRY & DRY CLEANING PLANT MANAGER

REPRESENTATIVE , LABORERS' INTERNATIONAL UNION OF NORTH AMERICA—CHIEF STEWARD

NAVY EXCHANGE LAUNDRY/DRY CLEANING UNIT MEMBER

NAVY EXCHANGE LAUNDRY/DRY CLEANING UNIT MEMBER