

7706

2800 workers

LABOR AGREEMENT

Between

NATIONAL LINEN SERVICE

And the

**UNION OF NEEDLETRADES, INDUSTRIAL
AND
TEXTILE EMPLOYEES,
AFL-CIO**

EFFECTIVE

May 6, 2002 through May 5, 2005

37 pages

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AGREEMENT

This Agreement, made and entered into this 6th day of May, 2002, by and between the NATIONAL LINEN SERVICE, Atlanta, Georgia, and its specific branches listed in Appendix A, hereinafter referred to as the "Employer" or the "Company", and the UNION OF NEEDLETRADES, INDUSTRIAL AND TEXTILE EMPLOYEES, AFL-CIO, hereinafter referred to as the "Union."

The parties have agreed to provide Spanish and French translations of this Agreement. For resolution of any dispute whatsoever, this English language version is the official and legally binding document.

PREAMBLE

It is the aim and purpose of this Agreement to assure industrial peace and efficient, economical and profitable production, enabling the employees and the Company to provide, so far as economic conditions may permit, security and continuity of employment, therefore, the Company and the Union should have a common and sympathetic interest in the industry, a working system and harmonious relations which are necessary to improve the relationship between the Company, and the Union, the employees, the customers, and the public.

ARTICLE 1

RECOGNITION

The Company recognizes the Union as the sole and exclusive collective bargaining representative of all hourly and piece-rated employees, including route sales representatives, fleet mechanics and porters, employed by the Company at the specific branches (production facilities) of the Company listed in Appendix "A"; but excluding maintenance employees, office personnel, sales representatives, customer representatives, engineers, guards and supervisors as defined in the Act.

ARTICLE 2

UNION SECURITY

Section 2.1: Membership in the Union on and after the 30th day following the beginning of employment of each Employee or following the effective date of this Agreement, whichever is the later, shall be required as a condition of employment, except where prohibited by law.

Section 2.2: All Employees who are now members or hereafter become members of the Union must remain in good standing during the term of this Agreement as a condition of employment.

Section 2.3: The Company shall not discriminate against employees in regard to hire or tenure of employment by reason of Union membership.

Section 2.4: The Company shall notify the Union of the new employees hired within thirty (30) days of their hire. The Company shall send the Union all names of all employees who have left their employment during any week. Such notification shall be sent within seven (7) calendar days of such termination.

ARTICLE 3 UNION DEDUCTIONS

Section 3.1: The Company and the Union agree that the deduction of a service charge equal in amount to the dues of the Union from the wages of Union members will be made weekly during the life of this Agreement, and any renewal thereof, upon presentation to the Company of authority for such deduction which authority shall be under the following conditions, unless and until such authorization is resolved by its terms.

The Union will notify the Company in writing at least 14 days prior to the next scheduled pay period and the exact amount of such monies to be deducted and will furnish to the Company a current copy of such authorization form.

Section 3.2: Newly hired employees shall be eligible upon completion of their thirty (30) days of employment to submit written authorization to the Company for said deductions. The Company shall deduct and transmit to the treasurer of UNITE within thirty (30) calendar days the total amount so deducted with a statement for the same attached no later than the thirtieth (30th) day of the following month.

Section 3.3: The Company shall deduct and transmit to the treasurer of UNITE — Political Action Committee the amount specified for each week worked from the wages of those employees who voluntarily authorize such contributions at least 14 days prior to the next scheduled pay period, on the forms provided for that purpose by the UNITE — Political Action Committee. These transmittals shall occur no later than the thirtieth (30th) day of the following month, and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each employee.

Section 3.4: The Company agrees to provide voluntary payroll deductions for union members to participate in various benefit programs such as worker's life insurance and credit unions sponsored by UNITE. The Company agrees that it will deduct and forward to the various plans those monies which union members have authorized in writing to be deducted for their participation in the plan.

Section 3.5: The Union shall indemnify and save the Company harmless from any claims, suits, judgments, attachments, and from any form of liability as a result of making any deduction in accordance with the foregoing authorization and assignment as provided for in Sections 1 and 4.

Section 3.6: No obligation is herein assumed by the Company other than to make and pay the deductions for the earnings of Union employees in the manner above provided, as an accommodation to the Union, and the Company is hereby discharged of any obligation to settle

disputes between its employees and the Union concerning the amounts of such deductions of a union dues as provided in Section 1.

ARTICLE 4 UNION ACTIVITY

Section 4.1: Stewards

It is hereby agreed that the Union may have duly accredited representatives to be known as "Stewards" in each plant, to be selected by the Union.

(a) There shall be no more than one (1) steward for each first line supervisor but at least one (1) steward per shift. The Union will notify the Company in writing, the names of the persons selected as stewards.

(b) It shall be the duty of the stewards to attempt to the best of their ability to see that the terms, provisions and intentions of the Agreement are carried out and further to handle with provisions of the Article 8 (Grievance Procedure) such grievances as are referred to them. To accomplish these duties, it is agreed that they will cooperate with management to the fullest extent.

(c) It is further agreed that stewards will, before leaving their regularly assigned work to perform such Union duties as specified herein, secure the permission of their appropriate Supervisor or Plant Manager. Such permission shall not be unreasonably denied.

(d) The Company agrees that there shall be no discrimination against stewards.

Section 4.2: Union Orientation

At the time a new employee subject to this Agreement is hired, the Company shall notify said employee that the Company recognizes and is in contractual relations with the Union. The Company agrees to introduce the Steward to all new hires at the time of hire. In addition, all new employees shall be entitled to receive a fifteen (15) minute orientation provided by a Union representative as scheduled by the Company.

Section 4.3: Union Visitation

The Business Agent or duly designated representative of the Union shall be allowed to visit the branches of the Company upon prior notice at any time during working hours. While in production areas the union representative may be accompanied by a representative of the Company, and shall not unduly interfere with the production process.

The Company shall, if possible, make available to the Union non-work areas in order for the Union to hold meetings with employees during non-work time.

Section 4.4: Union Bulletin Board

The Company shall provide one (1) bulletin board for the exclusive use of the Union, which shall be placed near the employees' time clock or in a place to be mutually agreed upon by the parties. Union notices stating the time and the place of union meetings, union elections, result of union elections and appointments, union social affairs and union dues may be posted upon the union bulletin board. No notice shall contain any political or controversial matter or any matter reflecting upon the Company, the Union or any employees.

Section 4.5: Union Activity

On an annual basis, each branch shall celebrate a 'Union Appreciation Day'. Said day will serve to recognize the contributions of collective bargaining and the value of having a mechanism for receiving input from all employees through their Union.

It will include an opportunity for the Union to provide literature and materials to associates concerning Union programs and achievements.

The actual program will include a meal provided by the Company, details to be worked out jointly by branch management and the local union.

ARTICLE 5

MANAGEMENT RIGHTS

Section 5.1: It is mutually agreed that, except as limited by the provisions of this Agreement, the Company has and will retain the exclusive right and power to manage its plant, including, but not limited to the right to hire, discharge or discipline for just cause, to assign or transfer its employees, to decide the products and services to be provided, the methods and schedules of production and service including the means and process of production and services to plan, direct, control, increase, decrease, or diminish operations in whole or in part, to increase or change production or service work equipment; to sell, close, or remove any branch or facility, to transfer work; to change equipment, methods, facilities, areas of production or service, types of production or service; to introduce new methods, products, techniques, and/or equipment; to change or discontinue any procedure used in connection with production or service; to add to or reduce the number of shifts; to change the work schedules and/or the number of overtime hours to be worked; to determine the number of employees that it shall employ at any time or in any job classifications; to determine the job duties and responsibilities of any job classification; to determine the qualifications necessary to any of the jobs it shall have or may create in the future; to adopt, modify; change and enforce reasonable safety and plant work rules; to establish reasonable production and performance standards; to install or modify piece rates, change hourly paid jobs to piece rate or piece rate to hourly paid; to, in its discretion, assign or reassign work duties both of regular and overtime work in accordance with its determination of the needs of respective jobs and operations; to determine the identity and selection of any carrier, trustee or administrator including the method of handling thereof for benefits provided under any Company

administered benefit plan; and to perform all other functions inherent in the administration and/or management of the business.

Section 5.2: It is agreed that the above listed reserved management rights, shall not be impaired by an arbitration award under Article 8.

ARTICLE 6 STRIKE AND LOCKOUT

The Company and the Union agree that there will be no strike, walkout, slow-down, work stoppage, or sympathy strike by the employees, or any lockout by the Company throughout the entire period of this Agreement or any renewal or extension thereof. It is further agreed that if any employee or employees engage in a strike, walk out, slow down, stoppage, work stoppage, or sympathy strike, such employee and those participating with him/her may be disciplined and/or discharged.

ARTICLE 7 DISCHARGE AND DISCIPLINARY ACTION

Section 7.1: No employee will be disciplined or discharged except for just cause. The Company will promptly advise the Union of any discharge. In the event the Union claims the discharge is unjust, the grievance may be referred directly to Step 3 of the grievance procedure within ten (10) working days of the occurrence of the dispute. If an employee is found to have been discharged or disciplined without just cause such employee shall be reinstated with pay for lost time, if any, and with full seniority.

Section 7.2: Employees shall receive copies of all written warnings (with a copy to the Union) within five (5) working days of the action that necessitated the discipline.

Section 7.3: Disciplinary Meetings

Any employee who is required to attend a disciplinary interview or investigation that might lead to discipline shall have the right to have a Union Representative accompany him/her. Written warnings issued to employees will become void after six (6) months from the date of issue and may not be used as a basis for discharge or disciplinary action after becoming void.

Section 7.4: Written Warning Procedure

Upon receipt of a fifth (5th) written warning, the employee will be subject to immediate discharge except in those disciplinary situations where the circumstances and/or the type of offense are such that discharge without a prior warning is appropriate. Such extraordinary situations include, but are not limited to: theft, gross insubordination, fighting,

willful destruction of company property, drinking, or being under the influence or the possession of alcoholic beverages while on duty or on the Company's premises; the use, or possession of narcotics or unlawful substances while on duty or on the Company's premises.

Section 7.5: Production efficiency written warnings are not to be used in conjunction with other non-efficiency related warning notices and will be given in two (2) working days of the action necessitating the discipline.

Section 7.6: Any employee disciplined for violation of the Company rules shall have a right to bring a grievance under the Grievance Procedure provided in this Agreement. It is agreed that at all times employees will observe the rules of the Company and the directions of its supervisors. If an employee feels aggrieved as a result of the rule, or direction, he/she will observe the rule and direction and express his/her grievance through the Grievance Procedure provided in this Agreement.

ARTICLE 8

GRIEVANCE PROCEDURE & ARBITRATION

Section 8.1: (a) For the purpose of this Agreement a grievance is defined as meaning any dispute that may arise between an employee and the Company, or between the Union and the Company respecting the interpretation, application, or alleged violation of any of the terms of this contract.

(b) In order for grievances to be recognized they must be presented within ten (10) working days of their occurrence and according to the following procedures:

Step 1: The employee and the steward (at the employee's option) shall attempt to settle the grievance with their supervisor within (ten) 10 working days of the alleged violation. It is understood and agreed that the disposition of grievances at this step of the grievance procedure shall not constitute a precedent for the interpretation and administration of this agreement.

Step 2: If the grievance is not resolved at Step 1, it shall be presented to the Plant Manager within five (5) working days following the discussion at Step 1. The employee, steward, and Local Union President and the Plant Manager shall meet to discuss the matter within three (3) working days.

Step 3: If the grievance is not resolved at Step 2, the grievance shall be presented to the Area Manager or his designated representative. At this step of the Grievance Procedure the grievance shall be reduced to writing and presented to the Area Manager, or to the person designated by the Area Manager to discuss Step 3 grievances, not later than ten (10) working days following the Step 2 meeting. The Area Manager or his designee will schedule a meeting with the Union's Business Agent to discuss the grievance, and such meeting will be held within ten (10) working days, unless such deadlines are extended by mutual agreement. The Business Agent, the Local Union President, the shop steward and the grievant shall meet with the Area Manager to discuss the grievance. The Area Manager shall give his/her written answer to the grievance within seven (7) working days following the Step 3 meeting.

Step 4: In the event the grievance is not resolved at Step 3, a Regional Representative to be designated by the International Union, may request a meeting with the Company official designated to handle Step 4 meetings for a further discussion on the unresolved grievance. A request for a Step 4 meeting must be made by the International Representative, in writing, within ten (10) working days of the Company's written answer at Step 3 unless such deadlines are extended by mutual agreement. The Company will give its answer in writing within seven (7) working days following the Step 4 meeting.

(c) Grievances in Steps 1 and 2 above will be discussed before or after working hours or at such times as will not interfere with production. Grievance meetings in Steps 3 & 4 will be held as a result of arrangements between the Union business agent or International Representative and the appropriate Company representative.

(d) It is understood and agreed that each grievance shall be considered a separate matter, except that grievances arising out of an identical set of facts or the same incident involving more than one person shall be treated as a single, joint grievance, otherwise, each grievance shall be considered a separate and distinct grievance and shall be handled separately and distinctly.

Section 8.2: Arbitration Procedure

(a) In the event that a grievance has not been settled at Step 4, the Union may within thirty (30) calendar days of the Company's final answer at Step 4, notify the Company of its intent to submit such grievance to arbitration. The arbitrator shall be selected from a list of seven (7) arbitrators, requested from the Federal Mediation and Conciliation Service. All arbitrators on the list furnished by FMCS shall be members of the National Academy of Arbitrators. The Company will pay the FMCS fee for obtaining the list of arbitrators.

If no written request for arbitration is made within the thirty (30) calendar day period provided herein, the grievance shall be barred from arbitration and from further consideration.

(b) The Arbitrator shall set a hearing at an appropriate time and place and shall hear such evidence and the testimony and consider such matters as may be material, and shall as promptly as possible reach a decision.

(c) The Arbitrator shall not have the jurisdiction or authority to add to, take from, nullify or modify any of the terms of this Agreement. The decision of the Arbitrator shall be in writing and such decision shall be final and binding upon the parties.

(d) Each party shall be responsible for one-half (1/2) the expenses and fees of the Arbitrator designated under this Article.

ARTICLE 9 HOURS OF WORK

Section 9.1: A normal workweek shall consist of forty (40) hours, excluding holiday weeks, in four (4) days or five (5) days, and thirty-two (32) hours in a holiday week. There shall be two (2) ten (10) minute breaks per day provided no employee shall work longer than three (3) hours without a break (lunch will be counted as a break). It is the intent that any employee required to work more than one (1) hour over his/her regular shift shall receive an additional break at the end of his/her regular shift. Rest periods shall be considered as time worked.

There shall be a lunch period of not more than thirty (30) minutes each day for the employees covered by this agreement, which shall not be considered as part of the employee's working time.

Hours to be worked per day per week are to be determined by branch requirements.

In the event the normal schedule workweek is changed, employees shall be provided a one (1) week notice. Each employee shall be assigned at least two (2) days of rest.

Employees working regular shifts mutually fixed as second or third shifts shall receive shift premium for all hours worked. Any employee having a regularly scheduled workweek requiring him/her to begin work before 5:00 a.m. or after 1:00 p.m. shall receive the required shift differential at such branch or plant for all hours worked prior to 5:00 a.m. or after 1:00 p.m.

Section 9.2: Employees shall be paid for hours worked at straight time rate of pay.

Any employee required to work more than forty (40) hours in any one week shall be compensated for the additional time worked at the rate of one and one-half (1½) times the regular rate of pay.

Section 9.3: No employee shall be required by the Company to leave early solely for the purpose of circumventing payment for overtime hours worked; however, the practice of volunteering personnel off on a voluntary basis shall still be in effect.

Section 9.4: If an employee is required to work on his/her first day of rest, the employee shall be paid the rate of one and one-half (1½) times the regular rate of pay for such hours worked.

Section 9.5: If an employee is required to work on his/her second day of rest, the employee shall be paid the rate of double (2) times the regular rate of pay for such hours worked.

Section 9.6: There shall be no duplicating or pyramiding in computing premium pay and/or overtime pay, and the same hours shall not be used twice in computing premium and/or overtime pay under any provisions of the Agreement.

Section 9.7: Nothing contained herein shall in any way limit the Company's right to fix the actual work time in any day or week or to require work on days of rest or holidays with the exception of Christmas Day or Labor Day so long as the provisions for overtime as set forth in the Agreement are observed and provided the employees are notified no later than noon on Friday of the week before the holiday.

Section 9.8: Any employee required to standby on the Company's premises shall be paid their regular rate of pay for the standby time.

Section 9.9: Once a workweek has begun, employees with one (1) or more years of seniority will not have their workweek reduced for the work scheduled in that workweek. It is further agreed that the work crew can be reduced on a voluntary basis, or the work schedule can be reduced for employees under one (1) year seniority, at any time during the workweek.

Section 9.10: Nothing covered in this Article is to prevent the Company and the Union from working out a different schedule if mutually agreed to by both parties.

Section 9.11: Notice of any change in reporting hours shall be posted the previous day to which the change is to be made. Changes in closing time must be posted daily stating quitting time not later than fifteen (15) minutes before lunch period on the day of occurrence or, in the case of emergency (such as equipment break down, power failure or similar emergencies), as soon as possible.

Section 9.12: When the Company requires overtime work in a department or plant, the employees who work in that department or on that operation in the plant where the overtime is required, those employees will be required to work. If additional employees are needed, they will be selected by seniority from a voluntary daily overtime list posted in the plant. If sufficient volunteers are not available, the overtime work shall be assigned to the least-senior qualified employee in the plant. Overtime work on the second day of rest for employees working a 5-day work schedule shall be on a voluntary basis only and overtime work on the third day of rest for employees working a 4-day work schedule shall be voluntary.

Section 9.13: The Company will not require sixth (6th) or seventh (7th) day overtime by an employee in more than three (3) consecutive workweeks in any calendar month.

ARTICLE 10 SENIORITY

Section 10.1: Definition: Seniority shall be defined as length of continuous service with the Company at the branch where the employee is employed. Seniority rights shall be exercised as provided for in this Article.

Section 10.2: The seniority of an employee shall accumulate during the course of his employment as prescribed in the following regulations:

(a) Each new employee shall have a sixty (60) day probationary period. The discharge of a probationary employee during the probationary period is not a matter for grievance. Upon completion of the probationary period, seniority shall date from the last date hired.

(b) Employees transferring from one plant to another shall retain their seniority only for vacations and wages. Request for transfers must be in writing and may be granted in the Company's discretion, however they will not be unreasonably denied.

In the event of a branch (production facility) closure, bargaining unit employees requesting a transfer, from one bargaining unit branch covered under this Agreement to another bargaining unit branch covered under this Agreement, shall retain their Seniority for vacations and wages only. Such employees shall be entitled to preferential hiring at the transferred branch, if any.

Any employee receiving severance pay as a result of the closure of a bargaining unit branch covered under this Agreement shall be considered as being terminated on the effective date of the branch closure.

(c) Any employee reporting for military service of our country shall retain his seniority during his absence in accordance with the provisions of the Federal Selective Service Act.

Section 10.3: (a) In the event of a reduction of the working force the employee within the department with the least seniority shall be cut back first. Any employee being laid off who has sufficient seniority may be able to move into any job.

(b) In re-employing the working force it shall be in accordance with the seniority provisions of this Article.

Section 10.4: Any employee shall lose seniority if he/she:

- (a) Quits
- (b) Is discharged for just cause.
- (c) Is absent for three (3) consecutive workdays without notifying his/her supervisor.
- (d) Does not return to work after the expiration of a leave of absence or vacation, except for good cause and has promptly notified the Company of such cause.
- (e) Is laid off for the length of the employee's continuous service or twelve (12) months; whichever is less.

Section 10.5: If an employee is transferred out of the bargaining unit and returns within six (6) months, he/she shall return with his seniority.

Section 10.6: Any questions concerning seniority rights of an employee shall be jointly worked out by the Company and the Union through the Grievance Procedure.

Section 10.7: In the event a branch is changed from a single branch operation to a multi-branch operation (market segmented), a separate seniority list for each market segment shall become effective the date of such segmentation. Each market segment shall be from such date for purposes of definition and application as separate branches. Seniority shall prevail only for purposes of layoff and recall.

Section 10.8: A seniority list shall be furnished to the Union every three (3) months.

Section 10.9: Employees being recalled from lay-off shall be notified by Certified Mail to their last known address on the Company's records. Failure to return from layoff in three (3) working days from receipt of the recall letter shall result in termination. It shall be the employee's responsibility to keep the Company advised of their current address.

ARTICLE 11

PROMOTIONS AND JOB ASSIGNMENTS

Section 11.1: Open jobs shall be posted on the bulletin board for a period of five (5) working days for bid. An employee selected for an open job must be available immediately to fill the job. The Company may select qualified applicants from such bid for a period of thirty (30) working days following the original bid for other openings for the same job as the original bid. Nonqualified employees, desiring to be considered for other openings for the same job that occur within thirty (30) working days following the original bid, shall be allowed to sign such bid sheet at the time of the posting of the original bid.

Section 11.2: Open jobs shall be filled from the bidding. Such assignment is to be awarded to the senior qualified bidder. If the employee fails to qualify on the new assignment or desires to voluntarily relinquish the new assignment during the training period set for the job (1 - 4 weeks) on the bid sheet, he/she is to return to his/her former job and rate of pay.

Section 11.3: If no one bids on the open job then the Company will assign the least senior employee or hire a new employee.

Section 11.4: (a) Employees shall be eligible to bid on only one job posting at any one time.

(b) Employees awarded a job as a result of a lateral or down bid will not be eligible to bid again for twelve (12) months.

Section 11.5: An Employee who is a successful bidder shall not be eligible to bid on any other open job for a period of six (6) months.

ARTICLE 12 HEALTH AND SAFETY

Section 12.1: General

The Company shall make reasonable provisions to ensure the safety and health of its employees during their hours of work. The union agrees to cooperate with the Company to ensure that all supervisors and employees comply with such reasonable rules, regulations, and practices as may be necessary to provide safe, sanitary, and healthful working conditions.

Both the Union and the Company recognize that there are specific obligations under Federal, State and local standards or guidelines which will be observed including those addressing hazard communications, lockout/tag out, and blood borne pathogens. Employees shall be provided with applicable safety and health information.

Section 12.2: Protective Equipment

The Company shall make available appropriate personal protective equipment at no cost to the employee except in situations involving intentional damage or negligence. Appropriate respiratory protection will be made available to all continuous roller towel employees.

Section 12.3: Protection from Heat Stress

The Company shall provide an adequate number of clean drinking fountains or bottles with cool water and clean cups to allow easy access by employees for frequent drinking. In hot environments, the Company shall provide a drink supplement (such as Gatorade) in adequate quantities to last all day. The Company shall take all reasonable measures to review reducing heat exposure, including exhaust ventilation, fans, air cooling, coverage of steam and

other hot equipment, reduced work loads and rest breaks, and will consider any recommendations provided by the Safety and Health Committee.

Section 12.4: Ergonomics Program

The Company shall establish an ergonomics program in an attempt to prevent back and shoulder injuries and repetitive strain disorders.

Section 12.5: Sanitation

Restrooms shall include appropriate lighting, mirrors, floor mats and will be stocked with all necessities. The restrooms will be kept free of clutter and maintained in a sanitary condition. The restrooms will be open during working hours, lunch and rest periods, unless temporary closing is necessary for repair, cleaning or remodeling. Hand washing facilities will be made accessible to employees.

Section 12.6: Protection from Bloodborne Pathogens

(a) **Protective Equipment** For employees with potential occupational exposure such as skin contact to blood or other potentially infectious materials, the Company shall provide appropriate personal protective equipment. This shall include (but is not limited to) gloves, gowns, coats, face shields or masks and eye protection. Personal protective equipment will be considered “appropriate” only if it does not permit blood or other potentially infectious materials to pass through the employee’s clothes, or reach the skin, eyes, or mouth, under normal conditions of use. The Company shall repair or replace personal protective equipment as needed to maintain its effectiveness, at no cost to the employee, except in cases of intentional damage or negligence. Disposal (single use) gloves such as surgical or examination gloves shall be replaced as soon as practical when contaminated or as soon as feasible if torn, punctured, or when their ability to function as a barrier is compromised.

(b) **Vaccinations** The Company shall offer the Hepatitis B vaccination series to all employees with potential occupational exposure to blood within ten (10) working days of initial assignment, unless the employee has previously received the complete Hepatitis B vaccination series, antibody testing has revealed that the employee is immune, or the vaccine is contraindicated for medical reasons.

Section 12.7: On-the-Job Injury

All injuries, no matter how minor, must be reported by the employee to his/her immediate supervisor, immediately upon occurrence.

The Company agrees to pay such employee his/her average weekly pay from the time of such on-the-job injury to the date he/she becomes eligible for Worker’s Compensation.

If an employee sustains a visible to-the-eye injury on the job, such as cuts, bruises, broken bones, burns, and said injury is properly reported, the Company will pay the

employee the difference between Worker's Compensation payments and their contract rate for the employee's regular normally scheduled work week for a period not to exceed sixty (60) calendar days or until released by the physician for work, whichever occurrence comes first.

Section 12.8: Joint Safety and Health Committee

A Joint Safety and Health Committee ("Committee") will be established by the Company and the Union, composed of three (3) members of the bargaining unit selected by the Union and up to three (3) members of management selected by the Company. The Committee shall be organized to provide assistance in identifying and eliminating potential safety hazards throughout the facility. The Plant Safety Officer or his/her designee will coordinate the meetings of the Committee; set agenda with input from members; assist with resources and technical assistance; and closely monitor all documentation including meeting minutes, activities and committee recommendations to ensure appropriateness, effective resolution, and compliance with applicable laws, regulations, code provisions, policies and/or procedures. This Committee will meet at least once a month and will make a monthly plant safety tour. Additionally, members shall become familiar with production processes and working conditions and will make recommendations to management to improve safety and health in the workplace. The Company will consider all of the recommendations from the Committee in good faith.

Section 12.9: Safety and Health Related Training

The Company shall provide job safety and health-related training as required by Federal, State and Local regulations. Such training shall take place at intervals that comply with the applicable regulation or standard.

Branch employees should have a minimum of two paid hours of health and safety training over the course of each year. The content and delivery of such training may be jointly proposed at the local level, but requires approval by the joint committee.

Section 12.10: Accountability

A joint committee shall be established at a National level to include the Union and Company officials responsible for health and safety issues. The purpose of the committee will be to assess branch adherence to the clauses in this article and the effectiveness of the joint health and safety committees.

Both parties recognize the joint responsibility of branch management and local union leadership in insuring an effective program.

The joint committee will develop assessment tools to insure that all parties are achieving the goals set forth in this article and will be responsible for providing guidance and support where necessary and sharing best practices developed by branches.

ARTICLE 13

WAGE AND EFFECTIVE DATES

Section 13.1: (a) Effective May 6, 2002 employees shall receive a minimum wage increase in the amount of thirty-five cents (35¢) per hour. Effective May 5, 2003 employees shall receive a minimum wage increase in the amount of thirty cents (30¢) per hour. Effective May 3, 2004 employees shall receive a minimum wage increase in the amount of thirty cents (30¢) per hour. The schedules of job classifications, wage increases and wage rates for the branches are provided in Appendix B.

The parties agree that there are certain branch locations, which have a different version of the schedule of job classification wage rates, and/or certain individual employees who are paid over the classification rates. These differences exist due to such factors as purchases of plants, prior agreements with previous unions or prior nonunion status of branches.

The branches affected are Fayetteville, NC; Louisville, KY; Naples, FL; Pompano, FL; and Shreveport, LA. For these affected Branches, there are separately published schedules of job classification wage rates, which are incorporated by reference to this agreement and which supersede Appendix B.

(b) Lead Employee - Twenty-five cents (25¢) per hour above top rate in the department they are assigned. In selecting qualified bidders the Company will consider such factors including attendance, work ethics, leadership, communication, job performance, and skills.

(c) Second Shift - If any work period is designated as a second shift the rate is to be a minimum of twenty-five cents (25¢) per hour above the established rate for the job classification.

Section 13.2: When the method of performing a job is changed or different equipment is installed or when a piece rate is changed to an hourly rate or an hourly rate is changed to a piece rate, the rate for said operation shall be established by the Company.

After thirty (30) working days of trial of the rate so established, either party may request a review of the rate, provided such review is requested in writing within the next thirty (30) working days. After a fifteen (15) additional working day trial period, if the parties cannot agree, the dispute shall be subject to the Grievance Procedure set forth in this Agreement. If the rate is revised upward, then such new rate shall be retroactive to the date that said rate was originally set. In the event that the rate is revised downward, then such new rate shall thereafter be established for the operation. The new rate established, either through agreement of the Grievance Procedure shall be the rate that applies to all future employees. Any dispute under this section, which is submitted to arbitration, shall be before an arbitrator who is a graduate industrial engineer.

Section 13.3: (a) When an employee is regularly assigned to a combination of duties with a difference of rate prevailing for the job classification involved in such duties that employee shall be paid on the basis of the higher job classification rate.

(b) When an employee is temporarily transferred from one job classification to another with a higher rate of pay, the higher rate shall be paid for the full day that the employee spends on such classification so long as over one hour is spent at the higher job classification.

Section 13.4: The Company will make available employee paychecks no later than the time they punch out for lunch on Friday.

ARTICLE 14

HOLIDAYS

Section 14.1: (a) Employees under the jurisdiction of this Agreement, who qualify, shall receive the following paid holidays:

New Year's Day	Christmas Day
Fourth of July	Local Option
Labor Day	Local Option
Thanksgiving	

(b) In addition to the holidays set forth in Section 1(a), employees covered by this collective bargaining agreement shall also receive one (1) additional day off with pay each year in remembrance of Martin Luther King, Jr. Such Day of Remembrance shall be granted on the day requested by the employee provided:

- (i) Employees who are eligible for this Day of Remembrance shall advise the Company by January 1 of each year of the day they desire to be off during the year. The Company will grant the requested day off in accordance with seniority based on the number of employees the Company determines it can allow off on any particular day.
- (ii) Employees may request the Day of Remembrance after January 1, providing the employee gives at least two (2) weeks notice prior to the requested date, and the Company will grant the requested day off in accordance with seniority based on the number of employees the Company determines it can allow off on any particular day.
- (iii) However, in the event there are excessive requests for the same day, those employees who requested the day off by January 1 shall have priority over those who made the request after January 1 regardless of the seniority of the employees involved.
- (iv) That such Day of Remembrance shall not be taken during a holiday week.

Section 14.2: If the holiday occurs on the first or second day of rest and no work is performed, employees shall be given credit for an additional eight (8) hours for the week in which the holiday occurs. If an employee's birthday or anniversary is being observed as one of the branch holidays, the employee shall be given the option of observing it either on the first or last day of the scheduled workweek in which the birthday or anniversary occurs, unless the employee is required to work because of an emergency.

Section 14.3: Holidays Not Worked

(Excluding the Normal Schedule of a four (4) day work week): If the holiday occurs during the employee's work week and the employee works four (4) days and observes the holiday, the eight (8) hours holiday pay shall be added to the actual hours worked for the purpose of computing overtime.

If the holiday occurs during the employee's workweek and the employee works five (5) days, the employee shall be given credit for an additional eight (8) hours for the week in which the holiday occurs. Such holiday hours are not to be used for the purpose of computing overtime.

Section 14.4: Holidays Worked

If the employee is required by the Company to work on said holiday, the employee shall be guaranteed a minimum of eight (8) hours work, provided the employee works all the scheduled hours for that day. The employees shall be paid one and one-half (1½) times the normal hourly rate for such hours worked. Such hours are not to be added to hours worked for the purpose of computing overtime.

If the employee works the scheduled hours for the holiday, the employee shall be credited with eight (8) additional hours at the normal rate of pay. Such hours are not to be added to hours worked for the purpose of computing overtime.

Section 14.5: For an employee to be eligible for holiday pay benefits, the employee must:

(a) Have been employed for sixty (60) calendar days or more.

(b) Not absent themselves on any of the workdays in the payroll week in which the holiday occurs, except due to proven illness or leave of absence to be eligible for holiday pay they must work at least part of the payroll week in which the holiday occurs. Employees requesting permission to be absent shall give the supervisor the reason for their request.

Section 14.6: Work on the first day of rest before or the first day of rest after the holiday, if required, shall be considered as a normal workweek day. All such work will be paid at one and one-half (1½) times the regular rate of pay. These hours are not to be added to the work week hours for the purpose of computing overtime. Only one first day of rest may be designated as a normal work weekday and must be posted.

Section 14.7: If a contractual holiday falls on Sunday, at the Company's option, Monday may be observed as the holiday.

Section 14.8: There shall be not work performed on Christmas Day or Labor Day unless an emergency exists.

Section 14.9: Employees on piece rate will be paid their average piece rate earnings for holidays. This average is to be based on their earnings for days worked during the workweek in which the holiday occurs.

Section 14.10: Floating holiday selection shall be by prior agreement between employee and supervisor. Seniority shall prevail in cases of conflicting interest. In the event the employee chooses to use a floating holiday for a workday when absent due to illness, no prior agreement shall be required. In no event can a floating holiday for illness on a workday be required. In no event can a floating holiday for illnesses on a work day be used during a work day scheduled in a holiday week including the first day of rest designated as a normal work week day.

Section 14.11: Four (4) day workweek - In the event of a major holiday (i.e. Christmas, New Year's, Fourth of July, Labor Day, Thanksgiving) which the entire bargaining unit observes, the workweek shall be adjusted (rescheduled) so as to allow such employees to observe the holiday. Each eligible employee will be credited with eight (8) hours. Such hours are not to be added to hours worked for the purpose of computing overtime.

ARTICLE 15

VACATION

Section 15.1: Service requirements (1500 hours worked between January 1 of any year and December 31 of the same year).

(a) One (1) to three (3) full years of continuous service - one (1) week (forty (40) hours) at straight time pay.

(b) Three (3) to ten (10) full years of continuous service - two (2) weeks (eighty (80) hours) at straight time pay.

(c) Ten (10) full years or more of continuous service - three (3) weeks (one hundred-twenty (120) hours) at straight time pay.

(d) Eighteen (18) full years of continuous service - four (4) weeks (one hundred-sixty (160) hours) at straight time pay.

Section 15.2: Other consideration for vacations provided employee has worked 1500 hours during previous year.

(a) Employed less than one (1) full year as of December 31 - one (1) week [forty (40) hours] at straight time pay at first anniversary date.

(b) Employed less than three (3) years as of December 31- second week of

vacation [forty (40) hours] at straight time pay after their third anniversary.

(c) Employed less than ten (10) full years as of December 31- third week of vacation [forty (40) hours] at straight time pay after their tenth anniversary.

(d) Employed less than eighteen (18) full years as of December 31 - fourth week of vacation [forty (40) hours] at straight time pay after their eighteenth anniversary.

Section 15.3: Employees qualifying for a third week and/or fourth week of vacation shall be permitted a choice of:

(a) Accepting pay for the third and/or fourth week of vacation and continue working.

(b) Taking a third and/or fourth week of vacation.

Section 15.4: When requested by the eligible employee, vacation pay shall be in advance if one week's notice is given.

Section 15.5: Vacations shall be taken from January 1st to December 31st of each year and shall be scheduled according to seniority as determined by the Company.

Section 15.6: Vacations will not be declined because of an intervening holiday but the Company may schedule a small number of employees for vacations during such periods.

Section 15.7: Piece work employees' vacation pay shall be determined on the basis of their average weekly earnings during the previous four (4) normal work weeks prior to the date they are to receive their vacation pay.

Section 15.8: Hours lost due to serving on the jury or as a court witness upon being summoned, on-the-job injury, time off for Union business, vacations, and holidays will be computed as hours worked (not to exceed forty (40) hours per week) for the purpose of vacation hours qualifications for a period not to exceed twelve (12) months.

It is also agreed, if any employee is granted a leave of absence for illness (leave to be supported by a signed statement from the employee's physician) the hours lost will be computed as hours worked (not to exceed forty (40) hours per week, for a period not to exceed sixty (60) calendar days) and shall be applied to vacation hours' qualifications only.

Section 15.9: If the branch is operating on a Saturday schedule, the employee shall be permitted to start his vacation at the close of the workday, Friday, provided the employee advises the Operations Manager.

Section 15.10: An employee having completed one (1) year of service leaving the service of the Company for any reason other than dishonesty (theft, falsifying documents/statements) shall receive vacation pay on a pro rata basis dated from January 1. He shall receive such vacation pay in his final paycheck.

Section 15.11: Any employee taking vacations during a week in which a contractual holiday occurs shall receive one (1) additional day's pay or one (1) additional day off at employee's option. Such additional day off may not be taken the week prior to or the week after the holiday week. Such employee election must be made at the time of vacation selection.

Section 15.12: Employees with three or more weeks of vacation may elect to designate at the time of the annual vacation bid one (1) week of vacation to be used in daily increments as personal days.

(a) Personal Day selection shall be by prior agreement between employee and supervisor. Seniority shall prevail in cases of conflicting interest.

(b) The above is not to interfere with employees who are scheduled for vacation under other provisions outlined in this Article.

ARTICLE 16 INSURANCE BENEFITS

Section 16.1: The Company will provide the improved National Linen Standard Production Employees Plan, a copy of which has been provided to the Union and is summarized below:

Major Medical	
Deductible	\$100 per person, \$300 family maximum
Lifetime maximum	\$100,000 (\$1,000 restored annually)
Hospital, surgical, office visits, diagnostics, anesthesiology	80% after basic benefit
Basic Benefit	Supplemental benefit, as per schedule
Preventive Care (Effective 1/1/03)	Mammograms Pap Smears PSA Exams Childhood immunization and routine check-ups for dependent children
Prescription Card	\$5 for generic drug prescription \$10-\$15 (max) for brand name drug prescription (90-day mail order prescription \$10 for generic drugs and \$20-\$30 brand name prescription)
Life Insurance	\$10,000 basic, with an additional \$10,000 AD&D
Weekly Disability	Employees, whose disability begins on or after the effective date below shall be eligible for the following weekly disability benefits: Effective May 6, 2002: \$100/week for up to 13

	weeks. Effective May 5, 2003: \$110/week for up to 13 weeks. Effective May 3, 2004: \$120/week for up to 13 weeks.
Optical	Discount plan with 50-80% savings

Section 16.2: The employees will pay the following amounts for dependent coverage:

Individual Coverage	No cost to employee
Dependent Coverage Available	Employee co-payment will not increase for the life of the contract
Children Coverage	\$14.50 / week
Spousal Coverage	\$19.00 / week
Spouse and Children Coverage	\$22.00 / week

Section 16.3: The employee shall be eligible to participate in the insurance program on the first of the month following completion of five (5) months of continuous employment.

Section 16.4: It is understood and agreed that the Company assumes no obligation under the insurance program other than to provide the level of benefits contained in the schedule of benefits set forth in Section 1.

Section 16.5: Should any Federal or State, Social Security, Health or other Social Insurance enactment become law during the life of this Agreement, which provides benefits paralleling any of those contained in the schedule of benefits in effect and imposing the cost thereof, either in whole or in part, upon the Company, then to that extent the Company will no longer have the obligation to provide that benefit.

ARTICLE 17 RETIREMENT PLAN

The Company became a participating company in the Textile Workers Pension Fund, National Plan Sub-Fund (hereinafter called the "Fund"), effective September 1, 1999. Terms of such participation shall be in accordance with the Memorandum of Agreement titled "National Plan of Textile Workers Pension Fund," which is incorporated as part of this Agreement.

ARTICLE 18
REPORTING AND CALL-IN PAY

Section 18.1: Reporting Pay

Any employee who has not been notified by bulletin board announcement posted prior to the end of his or her previously scheduled shift or otherwise notified prior to his/her next regular shift and who nevertheless reported to work on time for that shift shall be guaranteed four (4) hours consecutive work during such shift or receive four (4) hours straight time pay (which pay shall not be counted as time worked for the purpose of computing overtime) provided:

(a) the employee has provided the company with a current address and telephone number at which the employee or the responsible member of his/her family can be reached;

(b) the company is not prevented from providing work due to fire, flood, storm, disaster, or other acts of Nature.

Section 18.2: Call-in Pay

Employees, who are called in to work during hours not contiguous with their regular shift or schedule, shall be provided four (4) hours worked or the alternative pay.

ARTICLE 19
UNPAID LEAVE

Section 19.1: Employees shall be granted a leave of absence for a period up to six (6) months for inability to work due to illness, injury, or for other reasons or just cause. Appropriate extension of bereavement on an unpaid basis, shall be granted for up to thirty (30) days for employees who need to leave the country to attend a funeral or who need additional time to attend to pressing family responsibilities associated with a death in the family. Where reasonable or just cause is shown or the employee is on sick leave and presents a written statement signed by his physician, stating the employee is unable to return to work, the employee may receive a maximum of two extensions, not to exceed three (3) months each, without loss of seniority.

(a) Leave of absences for three (3) working days or longer are to be in writing, with one copy for the Company, a copy for the Union, and a copy to be retained by the employee. If an employee, while on a medical leave of absence, accepts other employment, without written permission of the Company, his employment shall cease effective the last day worked.

(b) If the leave of absence is for on-the-job injury, it shall continue until the employee is found to be, by an authorized treating physician, able to return to work or incapacitated for further work in the branch for a period not to exceed twelve (12) months from date of injury.

(c) An employee who timely returns from a leave of absence will retain their seniority and return to the same job and shift with the appropriate pay rate for that job provided able to perform the job and as their seniority would provide.

Section 19.2: Military leave shall be granted as provided by law.

Section 19.3: Special Leave

Employees covered by this contract shall be eligible for a special leave for union organizing purposes in the laundry and linen supply industries. Requests for such leave shall be given in writing to the Company seven (7) days before the leave is scheduled to begin unless the Company determines such notice will interrupt production in which event a twenty-one (21) day notice will be required. No more than one employee per branch may be on such special leave at one time. No such special leave may exceed one hundred eighty (180) days. Any employee on such special leave must be mutually agreed upon by management and the Union. During such special leave, the Company will continue the seniority of the employee on leave and the accrual of benefits based on seniority. The Company shall have no obligation to pay wages, pension contributions, insurance plan costs, holidays or other paid leaves beyond thirty (30) days of such leave. Any such payments, costs, and contributions made shall be reimbursed to the Company by the Union.

Section 19.4: Family Medical Leave Act Leave

The Company reserves the right to implement rules and regulations permitted by the FMLA, affecting the rights of employees to request and take FMLA leaves of absence under one or more of the designated circumstances provided by the FMLA. Further, the Company may require employees to take FMLA leave in conjunction with any other leave of absence (leaves to run concurrently), to which they are entitled, when the basis for such leave of absence qualifies as an FMLA leave. It is agreed that this Agreement shall not limit the Company's right to provide for rules and regulations, affecting FMLA leaves of absence, which are more restrictive in any respect to the terms and conditions applicable to other types of leaves of absence provided for in this Agreement, which are not affected by the FMLA.

No employee on disability will be forced to use any vacation time. However, for non-disability FMLA leaves, employees may be required to use all but one week of vacation time.

ARTICLE 20

PAID LEAVE

Section 20.1: Sick Days

During the term of this Agreement, employees will become eligible for their sick day benefits on the basis of their anniversary date of employment rather than the contract year. These employees (employed as of May 4, 2002) will be entitled to the two (2) sick days provided for in the prior agreement on May 4, 2002. On January 1, 2003 such employees shall receive the additional sick day agreed to by the Company in the first year of the agreement. In

addition, effective January 1, 2003 such employees having an anniversary date of January 1, 2003 to May 6, 2003 shall be entitled to receive three (3) additional sick days on such anniversary date. In the second year and third of the agreement, employees will be entitled to four (4) sick days on the anniversary date of their employment.

New employees (employees hired on or after May 4, 2002) will be entitled to one sick day following the completion of their probationary period. They will be entitled to a second sick day after six (6) months of employment and will earn the applicable number of sick days provided for by the agreement on their one-year anniversary date and each anniversary date thereafter.

Employees taking paid sick days will not have such days charged against them under the established absenteeism policy. Pay for the sick day shall be for eight (8) hours at the employee's regular rate of pay. A paid sick day shall not count as hours worked for eligibility for overtime pay. Sick leave shall not be accumulated from one (1) year to the next year. Unused sick leave shall be paid to employee in the first pay period after the week his/her anniversary date of employment falls.

Section 20.2: Bereavement Pay

Employees shall be granted, provided proper documentation is given and funeral occurs during a normal scheduled work week, three (3) consecutive working days off at straight time rate for hours of scheduled work for the purpose of attending and/or assisting in funeral arrangements for a member of the immediate family, in the calendar week or succeeding week in which the funeral occurs. The immediate family shall be the employee's spouse, children, mother, father, brothers, sisters, grandparents, parents-in-law and grandchildren. An employee shall be granted such leave provided the employee has been employed continuously for one (1) year.

Section 20.3: Jury Duty

If an employee is summoned to serve on the jury on his regular scheduled workday, the employee shall receive the difference in his regular rate of pay and the amount received for jury duty. In order to be eligible for this compensation, the employee shall furnish to the Company a written statement from the court clerk showing he/she was summoned and also the amount received for jury duty.

Section 20.4: Union Business

The Company agrees to grant the necessary time off without discrimination and with pay to one employee per branch designated by the Union to attend the UNITE! Convention (this is 5 days every 4th year) and to attend a UNITE! Regional Meeting (2 days per year). The Union will provide the Company one (1) week's notice in each instance. The Company will further provide unpaid leave to an additional employee or employees to attend such conventions or regional meetings as the Company determines its business requirements reasonably allow.

ARTICLE 21

VOTING

Section 21.1: The Employer and the Union agree that it is important and proper for all Employees eligible to vote be permitted to do so. Therefore, the Employer agrees that on election days Employees will be permitted time off to vote at times determined on a branch by branch basis to be convenient and to the best interest of those involved.

Section 21.2: The Employer will grant annual paid leave to two (2) employees per branch, for two days each. These employees will be selected by the Union to participate in activities, which encourage participation in the electoral process.

ARTICLE 22

MISCELLANEOUS

Section 22.1: Uniforms

The Company shall offer a uniform program at each location. Its implementation shall be decided by mutual agreement. Where uniform programs are provided pursuant to this clause, the uniforms will bear a UNITE! emblem and be manufactured in shops represented by UNITE! as long as price and quality are competitive.

Section 22.2: Education Fund

The Company agrees to contribute to a labor management committee designated by the Union, which committee has been established for purposes described in 29 U.S.C. §175a(a) (1) (B), one dollar fifty cents (\$1.50) per month for each employee who has worked a minimum of one (1) day during the preceding month provided such employee has completed ninety (90) calendar days of employment as of the first day of the month for which a contribution is to be made. Such monies shall be held in trust and utilized for special education programs in areas such as citizenship, language, health and safety, and other workplace-related training. The Union agrees that the monies contributed by the Company under this Article shall be used by the labor-management committee only for employees of National Linen Service.

Section 22.3: The Employer shall pay for the printing and translation of this Agreement.

ARTICLE 23

STANDARDS PROCEDURE

The Union shall have the option to study any standards that may be changed or introduced after the effective date of this Agreement within a period of six (6) months from date of installation, with an engineer of their choice, who shall be accompanied by the Company's Engineer. Failure to agree, the issues shall be submitted to arbitration, before an arbitrator who is an industrial engineer.

ARTICLE 24

PART-TIME AND TEMPORARY EMPLOYEES

Section 24.1: Part-time Employees

The parties recognize the need to allow each plant the freedom to grow or expand its production capacity. In order to achieve this goal and result, the Company may hire employees as part-time employees with limited hours of work and limited benefits until, after completion of their probationary period, they successfully bid for a job providing full benefits as follows:

(a) Part-time employees who work at least twenty (20) hours per week on a regular basis will be eligible for the following benefits and no other benefit after the completion of their probationary period:

<u>Holidays:</u> Four hours pay at the straight time rate.
--

<u>Vacations:</u> One week after one year of service paid at twenty (20) hours at the straight time rate. Each day paid at four hours at the straight time rate.
--

(b) The part-time employee who works thirty (30) hours per week for sixteen (16) weeks at which time the employee will be entitled to full benefits.

(c) It is not the intent of this clause to allow the Company to replace full-time jobs with part-time jobs.

Section 24.2: Temporary Employees

The Company will make efforts to avoid the hiring of temporary employees, however, there may be circumstances where the use of temporary employees is necessary for the continued operation of the branch. In the event of any layoff or short time hours at any branch, all temporary employees at that branch will be released before any regular employees at that branch are laid off or work short time hours. No temporary employees will be hired at any branch while there are regular qualified employees at that branch on layoff.

The use of temporary employees shall be for such reasons as short term spikes in production, absenteeism, equipment breakdowns or other extraordinary events, provided that the Union business agent is notified sufficiently in advance to suggest alternatives, if possible.

Further, the use of temporary employees shall not displace regular bargaining unit employees of positions nor deprive bargaining unit employees of opportunities for overtime.

The Company will notify the appropriate Unite Regional Vice President as to the number of temporary employees working at each facility on a monthly basis.

ARTICLE 25
BARGAINING UNIT WORK

Supervisors and other non-bargaining unit employees will not perform bargaining unit work except:

- (a) When there are no unit employees available to perform the work needed.
- (b) When such is necessary for the purpose of instruction and/or training of personnel.
- (c) In cases of emergency.

ARTICLE 26
FAIR EMPLOYMENT PRACTICES AND EQUAL OPPORTUNITIES

Section 26.1: There shall be no discrimination by either the Company or the Union against any employee because of race, creed, color, sex, religion, political beliefs, sexual orientation, age, national origin, handicap, veteran status, employees with a qualified disability under the Americans with Disabilities Act or FMLA, in the administration of this Agreement.

Section 26.2: The Company agrees not to discriminate against employees on account of membership in the Union or lawful activities on behalf of the Union.

Section 26.3: The Company, the Union and the Employees will treat one another with dignity and respect.

ARTICLE 27
ETHNIC DIVERSITY AND CULTURAL ISSUES

Section 27.1: The parties recognize that many recent immigrant workers are employed by the Company, and are a vital element to the success of the facility. While English is the language of the workplace, the Company recognizes the right of employees to use the language of their own choice amongst themselves.

Section 27.2: The Company is committed to a program to improve its ability to communicate with employees who do not communicate in English. To that end the Company agrees:

(a) It will, within a reasonable period of time, provide training materials, program announcements, and bulletin board notices where practical, to communicate in the principal languages of its employees;

(b) The Company agrees to cooperate with the Union in the development and administration of an English-speaking program. The program will incorporate material that will

help employees to meet citizenship test requirements as well as material to help them with work-related terms and conditions. It will be conducted on the company premises, providing there is adequate participation.

Where there is a communication difficulty with a particular employee, on request the Company will provide a translator to facilitate communications.

Section 27.3: Discharge or Suspension of Employees based on information regarding their immigration and/or citizenship status.

(a) In the event the Employer is legally required to suspend or discharge an employee with one (1) year of service, on account of information and/or documentation obtained concerning his/her immigration or citizenship status, the Employer shall provide any such suspended or discharged employee with one (1) year period in which she/he may be reinstated to employment upon the presentation of documentation and/or information establishing her/his right to be employed by the Employer.

(b) Upon her/his reinstatement, any such employee shall be granted the seniority held by the employee on the date of her/his suspension and/or discharge.

If the employee returns within two weeks, they will be placed in their former position. If the employee returns after two weeks, they will be entitled to any open position of their choice for which they are qualified or to displace a probationary employee. If there are no such positions available, the employee shall be placed on layoff status with all the rights of any laid off employee according to their seniority.

Section 27.4: In the event that the Employer is served with a validly executed Search or Arrest warrant, the Employer shall take the following action:

To the extent legally possible, arrange for questioning of employees to occur in as private a setting as possible in the workplace.

Section 27.5: The Employer shall grant employees excused absences, where given one weeks' prior notice, for the following purpose:

To attend any appointments scheduled by the INS or U.S. Department of State with respect to immigration or citizenship status of the employee, spouse, child or parent. The Employer may require proof of the appointment and proof of the family relationship.

Section 27.6:

(a) The Employer shall not request information or documents from workers or applicants for employment as to their immigration status except as required by law.

(b) The Employer shall not disclose confidential information concerning workers to any person or government agency except as required by law or in response to the lawful directive of such agency. Confidential information includes, names, addresses, and social security numbers.

(c) If an employee requests that the Employer change her/his records regarding her/his name or social security number, and the Employer can lawfully do so, it will do so and such change will not prejudice the employee's seniority or other rights under this agreement.

(d) Should an INS agent demand entry into the Employer's premises or the opportunity to interrogate, search or seize the person or property of any employee, then the Employer shall immediately notify the Union by telephone to the Union's office, and by personally contacting the highest ranking local Union officer in the facility.

ARTICLE 28

PREVIOUS WORKING CONDITIONS

Any customs, working conditions, or practices existing at the time of the execution of this Agreement more favorable to the Employees than the provisions of the Agreement, shall be continued.

ARTICLE 29

RECOGNITION OF OTHER UNITS

The Employer will recognize the Union as the exclusive legal collective bargaining agent for any unorganized bargaining unit of the Employer in which the Union obtains and demonstrates that it has authorization cards from a majority of the Employees in that unit designating it as the exclusive collective bargaining agent. Upon notice from the Union, the Employer shall agree to a card check by a neutral third party mutually agreeable to the Employer and the Union. The Employer, its supervisors and other agents shall remain neutral during any such organizing campaign. The Company shall provide written notification to the Union within fourteen (14) calendar days of the Company's closing on the purchase of any new plants acquired by the Company or creation of any joint venture. The Company will also advise the Union of the opening of any new plant or depot at least thirty (30) days prior to such opening.

ARTICLE 30

LEGALITY

Should any part hereof or any provision herein contained be rendered or declared illegal by reasons of any existing or subsequently enacted legislation or by decree or a court of competent jurisdiction or an unfair labor practice by final decision of the National Labor Relations Board, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Nothing herein shall be construed to impair or abridge the right of either party hereto to appeal the court decree or decisions of the National Labor Relations Board.

ARTICLE 31

AMENDMENTS AND SUPPLEMENTS

Amendments or supplements to the Agreement shall be by mutual agreement of the parties hereto, shall be reduced to writing, and shall be executed on behalf of the parties hereto. Any written amendments or supplements, which may be agreed upon, shall become and be a part of this Agreement, unless otherwise expressly provided in such amendments or supplements.

ARTICLE 32

LOCAL ISSUES AGREEMENT

It is expected that local plant issues, arising from these negotiations (contract renewal 2002), which are left for settlement at a local level shall be settled within sixty (60) days of the ratification of this Agreement. Any local issues not settled within such sixty (60) day period shall automatically be referred to a National Negotiating Committee. The National Negotiating Committee (Committee) shall consist of the Senior Vice President of Administration, Vice President of Labor Relations from the Company and Two Regional Directors from the Union. The Committee shall have the authority to resolve any local issues not settled within the required sixty (60) days time period and any such resolution shall be final and binding upon the Company, the Union and the employees covered by this Agreement. Any local issue, which the Committee is unable to resolve, shall be referred to final and binding arbitration. In the event it becomes necessary to submit any local issue to arbitration, such arbitration shall be conducted under the terms and conditions provided as set forth in Article 8, Section 8.2, Arbitration Procedure, of the Agreement. Unless the Committee otherwise agrees upon a mutually satisfactory arbitrator, the arbitrator shall be chosen pursuant to the foregoing Article 8.


ARTICLE 33

DURATION OF CONTRACT

This Agreement shall become effective May 6, 2002, and shall remain in effect until midnight May 5, 2005, and for successive periods of one year thereafter, unless written notice of a desire to change, modify, or terminate this Agreement is given by either party to the other at least sixty (60) days prior to May 5, 2005.

Executed this 1st Day of August 2002.

NATIONAL LINEN SERVICE

By 
Frank Drane
Vice President, Labor Relations and
Employment Counsel

**UNION OF NEEDLETRADES, INDUSTRIAL
AND TEXTILE EMPLOYEES, AFL-CIO**

By 
Harris Raynor
Southern Regional Director, UNITE

APPENDIX A
NATIONAL LINEN SERVICE
National Linen Service Branches covered by this last Agreement

Location
Alexandria, Virginia
Asheville, North Carolina
Atlanta, Georgia
Birmingham, Alabama
Charleston, South Carolina
Charlotte, North Carolina
Columbia, South Carolina
Dallas, Texas
Fayetteville, North Carolina
Florence, Alabama
Fort Lauderdale, Florida
Greenville, South Carolina
Jackson, Mississippi
Jacksonville, Florida
Knoxville, Tennessee
Little Rock, Arkansas
Louisville, Kentucky
Lubbock, Texas
Memphis, Tennessee
Montgomery, Alabama
Naples, Florida
Nashville, Tennessee
New Orleans, Louisiana
Orlando, Florida
Owensboro, Kentucky
Pensacola, Florida
Pompano, Florida
Portsmouth, Virginia
Richmond, Virginia
Roanoke, Virginia
Safety Harbor, Florida
St. Petersburg, Florida
Sarasota, Florida
Savannah, Georgia
Shreveport, Louisiana
Tallahassee, Florida
Tampa, Florida
West Palm Beach, Florida
Wichita Falls, Texas
Wilmington, North Carolina

Appendix B WAGE SCHEDULE

1.1. New employees are to be given credit for time worked in other linen-industrial service plants, for wage purposes only, provided such work was performed during preceding twelve (12) months before being hired. The beginner's wage rate referred to in Section 1.2 shall not apply to employees who are given credit for time worked in other linen-industrial service plants at the time of hire.

1.2. Wage rate schedules for the various job classifications covered by this Agreement applicable to the branches listed on Appendix A as follows:

MASTER WAGE SCHEDULE

UNITE! Rates Effective 5/6/2002

Job Code	Description	Start Pay	30 days	6 months	1 year	18 months	24 Months Top Pay
N00605	PM1 Washroom Other (Washroom Dept.)	7.30	7.55	7.75	7.95	8.20	8.55
N00692	PM1 Washroom – Lead						8.85
N00603	PM1 Wash Wheel Operator (Washroom Dept.)	7.35	7.60	7.80	8.00	8.25	8.60
N00616	PM1 Truck Loader (Shipping Dept.)	7.40	7.65	7.85	8.05	8.30	8.65
N00606	PM1 Table & Tying Machine Oper (Flatwork Dept.)	6.60	6.85	7.05	7.25	7.50	7.85
N00621	PM1 Stock Rm Clk Garm Pck Room (Shipping Dept.)	6.70	6.95	7.15	7.35	7.60	7.95
N00614	PM1 Steam Tunnel (Starchwork Dept.)	6.45	6.70	6.90	7.10	7.35	7.70
N00694	PM1 Starchwork – Lead						8.02
N00617	PM1 Starch Loader/Inspector (Shipping Dept)	6.58	6.83	7.03	7.23	7.48	7.83
N00695	PM1 Shipping – Lead						8.90
N00612	PM1 Shaker & Distributor (Starchwork Dept.)	6.45	6.70	6.90	7.10	7.35	7.70
N00620	PM1 Seamster & Thermopatch (Shipping Dept.)	6.54	6.79	6.99	7.19	7.44	7.79
N00691	PM1 Receiving – Lead						8.83
N00613	PM1 Presser Hourly Rate (Starchwork Dept.)	6.45	6.70	6.90	7.10	7.35	7.70
N00622	PM1 Monogram (Shipping Dept.)	6.58	6.83	7.03	7.23	7.48	7.83
N00604	PM1 Hydraulic & Tumbler Oper (Washroom Dept.)	7.33	7.58	7.78	7.98	8.23	8.58
N00619	PM1 Head Seamstress (Shipping Dept.)	6.60	6.85	7.05	7.25	7.50	7.85
N00607	PM1 Hand Tying and CloPlay Op (Flatwork Dept.)	6.60	6.85	7.05	7.25	7.50	7.85
N00696	PM1 General – Lead						8.80
N00618	PM1 Garment Makeup/Inspector (Shipping Dept.)	6.58	6.83	7.03	7.23	7.48	7.83
N00611	PM1 Folder (Starchwork Dept.)	6.52	6.77	6.97	7.17	7.42	7.77
N00615	PM1 Flatwork Loader (Shipping Dept.)	7.40	7.65	7.85	8.05	8.30	8.65
N00693	PM1 Flatwork – Lead						8.10
N00610	PM1 Feeder & Folder (Flatwork Dept.)	6.45	6.70	6.90	7.10	7.35	7.70
N00623	PM1 Custodian (General Dept.)	7.30	7.55	7.75	7.95	8.20	8.55
N00608	PM1 CRT Winder (Flatwork Dept.)	6.52	6.77	6.97	7.17	7.42	7.77
N00602	PM1 Checker and Separator (Receiving Dept.)	6.57	6.82	7.02	7.22	7.47	7.82
N00601	PM1 Bag Handler Non Conveyor (Receiving Dept.)	7.30	7.55	7.75	7.95	8.20	8.55
N00600	PM1 Bag Handler Conveyor (Receiving Dept.)	7.33	7.58	7.78	7.98	8.23	8.58
N00609	PM1 Automatic Feed & Folder (Flatwork Dept.)	6.50	6.75	6.95	7.15	7.40	7.75

MASTER WAGE SCHEDULE
UNITE! Rates Effective 5/5/2003

Job Code	Description	Start Pay	30 days	6 months	1 year	18 months	24 months Top Pay
N00605	PM1 Washroom Other (Washroom Dept.)	7.60	7.85	8.05	8.25	8.50	8.85
N00692	PM1 Washroom - Lead						9.15
N00603	PM1 Wash Wheel Operator (Washroom Dept.)	7.65	7.90	8.10	8.30	8.55	8.90
N00616	PM1 Truck Loader (Shipping Dept.)	7.70	7.95	8.15	8.35	8.60	8.95
N00606	PM1 Table & Tying Machine Oper (Flatwork Dept.)	6.90	7.15	7.35	7.55	7.80	8.15
N00621	PM1 Stock Rm Clk Garm Pck Room (Shipping Dept.)	7.00	7.25	7.45	7.65	7.90	8.25
N00614	PM1 Steam Tunnel (Starchwork Dept.)	6.75	7.00	7.20	7.40	7.65	8.00
N00694	PM1 Starchwork - Lead						8.32
N00617	PM1 Starch Loader/Inspector (Shipping Dept.)	6.88	7.13	7.33	7.53	7.78	8.13
N00695	PM1 Shipping - Lead						9.20
N00612	PM1 Shaker & Distributor (Starchwork Dept.)	6.75	7.00	7.20	7.40	7.65	8.00
N00620	PM1 Seamster & Thermopatch (Shipping Dept.)	6.84	7.09	7.29	7.49	7.74	8.09
N00691	PM1 Receiving - Lead						9.13
N00613	PM1 Presser Hourly Rate (Starchwork Dept.)	6.75	7.00	7.20	7.40	7.65	8.00
N00622	PM1 Monogram (Shipping Dept.)	6.88	7.13	7.33	7.53	7.78	8.13
N00604	PM1 Hydraulic & Tumbler Oper (Washroom Dept.)	7.63	7.88	8.08	8.28	8.53	8.88
N00619	PM1 Head Seamstress (Shipping Dept.)	6.90	7.15	7.35	7.55	7.80	8.15
N00607	PM1 Hand Tying and CloPlay Op (Flatwork Dept.)	6.90	7.15	7.35	7.55	7.80	8.15
N00696	PM1 General - Lead						9.10
N00618	PM1 Garment Makeup/Inspector (Shipping Dept.)	6.88	7.13	7.33	7.53	7.78	8.13
N00611	PM1 Folder (Starchwork Dept.)	6.82	7.07	7.27	7.47	7.72	8.07
N00615	PM1 Flatwork Loader (Shipping Dept.)	7.70	7.95	8.15	8.35	8.60	8.95
N00693	PM1 Flatwork - Lead						8.40
N00610	PM1 Feeder & Folder (Flatwork Dept.)	6.75	7.00	7.20	7.40	7.65	8.00
N00623	PM1 Custodian (General Dept.)	7.60	7.85	8.05	8.25	8.50	8.85
N00608	PM1 CRT Winder (Flatwork Dept.)	6.82	7.07	7.27	7.47	7.72	8.07
N00602	PM1 Checker and Separator (Receiving Dept.)	6.87	7.12	7.32	7.52	7.77	8.12
N00601	PM1 Bag Handler Non Conveyor (Receiving Dept.)	7.60	7.85	8.05	8.25	8.50	8.85
N00600	PM1 Bag Handler Conveyor (Receiving Dept.)	7.63	7.88	8.08	8.28	8.53	8.88
N00609	PM1 Automatic Feed & Folder (Flatwork Dept.)	6.80	7.05	7.25	7.45	7.70	8.05

MASTER WAGE SCHEDULE

UNITE! Rates Effective 5/3/2004

Job Code	Description	Start Pay	30 days	6 months	1 year	18 months	24 months Top Pay
N00605	PM1 Washroom Other (Washroom Dept.)	7.90	8.15	8.35	8.55	8.80	9.15
N00692	PM1 Washroom - Lead						9.45
N00603	PM1 Wash Wheel Operator (Washroom Dept.)	7.95	8.20	8.40	8.60	8.85	9.20
N00616	PM1 Truck Loader (Shipping Dept.)	8.00	8.25	8.45	8.65	8.90	9.25
N00606	PM1 Table & Tying Machine Oper (Flatwork Dept.)	7.20	7.45	7.65	7.85	8.10	8.45
N00621	PM1 Stock Rm Clk Garm Pck Room (Shipping Dept.)	7.30	7.55	7.75	7.95	8.20	8.55
N00614	PM1 Steam Tunnel (Starchwork Dept.)	7.05	7.30	7.50	7.70	7.95	8.30
N00694	PM1 Starchwork - Lead						8.62
N00617	PM1 Starch Loader/Inspector (Shipping Dept)	7.18	7.43	7.63	7.83	8.08	8.43
N00695	PM1 Shipping - Lead						9.50
N00612	PM1 Shaker & Distributor (Starchwork Dept.)	7.05	7.30	7.50	7.70	7.95	8.30
N00620	PM1 Seamster & Thermopatch (Shipping Dept.)	7.14	7.39	7.59	7.79	8.04	8.39
N00691	PM1 Receiving - Lead						9.43
N00613	PM1 Presser Hourly Rate (Starchwork Dept.)	7.05	7.30	7.50	7.70	7.95	8.30
N00622	PM1 Monogram (Shipping Dept.)	7.18	7.43	7.63	7.83	8.08	8.43
N00604	PM1 Hydraulic & Tumbler Oper (Washroom Dept.)	7.93	8.18	8.38	8.58	8.83	9.18
N00619	PM1 Head Seamstress (Shipping Dept.)	7.20	7.45	7.65	7.85	8.10	8.45
N00607	PM1 Hand Tying and CloPlay Op (Flatwork Dept.)	7.20	7.45	7.65	7.85	8.10	8.45
N00696	PM1 General - Lead						9.40
N00618	PM1 Garment Makeup/Inspector (Shipping Dept.)	7.18	7.43	7.63	7.83	8.08	8.43
N00611	PM1 Folder (Starchwork Dept.)	7.12	7.37	7.57	7.77	8.02	8.37
N00615	PM1 Flatwork Loader (Shipping Dept.)	8.00	8.25	8.45	8.65	8.90	9.25
N00693	PM1 Flatwork - Lead						8.70
N00610	PM1 Feeder & Folder (Flatwork Dept.)	7.05	7.30	7.50	7.70	7.95	8.30
N00623	PM1 Custodian (General Dept.)	7.90	8.15	8.35	8.55	8.80	9.15
N00608	PM1 CRT Winder (Flatwork Dept.)	7.12	7.37	7.57	7.77	8.02	8.37
N00602	PM1 Checker and Separator (Receiving Dept.)	7.17	7.42	7.62	7.82	8.07	8.42
N00601	PM1 Bag Handler Non Conveyor (Receiving Dept.)	7.90	8.15	8.35	8.55	8.80	9.15
N00600	PM1 Bag Handler Conveyor (Receiving Dept.)	7.93	8.18	8.38	8.58	8.83	9.18
N00609	PM1 Automatic Feed & Folder (Flatwork Dept.)	7.10	7.35	7.55	7.75	8.00	8.35