



**Teamsters Local Union No. 79
And
Evergreen Linen Solutions**

Safety Harbor, Fl

Tentative Agreement

~~May 2, 2021 – April 30, 2024~~
(TBD upon Ratification)

**The Union reserves the right to add to, delete, or modify these, and all other proposals until a complete tentative agreement has been reached between the parties.*

ARTICLE 1
AGREEMENT/RECOGNITION

- a. **THIS AGREEMENT**, made and entered into by and between ~~9W Halo Opco L.P. DBA Angelica~~ **Evergreen Linen Solutions** hereinafter referred to as the Employer, Company or ~~ANGELICA~~**Evergreen**, and **TEAMSTERS LOCAL UNION NO. 79**, affiliated with the **INTERNATIONAL BROTHERHOOD OF TEAMSTERS**, hereinafter referred to collectively as the Union, which agree to be bound by the terms and provisions of the Agreement.

ARTICLE 1
AGREEMENT/RECOGNITION

d. **Sale or Transfer**

In the event the Employer sells, assigns, or otherwise transfers the business of the company, whether by sale of stock or assets or otherwise, during the term of this Agreement, the prospective purchaser, transferee, lessee or assignee shall be informed of this Agreement in advance of the closing date. The parties hereto, their successors and assigns, agreed to be bound by applicable law. The Union may bring suit for damages for breaches of this Article.

- e. All present bargaining unit employees who are members of the Local Union on the effective date of this Subsection shall remain members of the Local Union in good standing as a condition of employment. ~~All present employees who are not members of the Local Union and all employees who are hired hereafter shall become and remain members in good standing of the Local Union as a condition of employment on and after the thirty first (31st) day following the beginning of their employment or on and after the thirty first (31 day following the effective date of this Subsection, whichever is the latter. This provision shall become effective under the provisions of the National Labor Relations Act, but not retroactively.~~ **The Union Steward shall be allowed to meet with the new employee to advise him of this agreement and other Union matters. If the laws should change in the state of Florida to allow full Union security, the Employer and the Union shall agree to negotiate Union security language that is consistent with the law.**

ARTICLE 2
MANAGEMENT RIGHTS

~~The Employer alone shall determine the manner and methods of the operation of its business without any interference on the part of the Union or any of its representatives, in the management and conduct of the Employer's business, including, without limiting the generality of the foregoing, the right to hire, the right to make changes and improvements in its work procedures, the right of supervision and control of employees and the right to discharge except as limited by Article 15 of this Agreement, unless determination by the Employer is in conflict with some provision of this Agreement~~

It is mutually agreed that, except as limited by the provisions of this Agreement and/or applicable law, the Company has and will retain the exclusive right and power to manage its operations, including, but not limited to the right to hire; to discharge or discipline for just cause; to assign 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 or close the facility; 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 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 discontinue or transfer a product line, process or portion of the business; 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.

ARTICLE 7
PROBATIONARY PERIOD

A new employee shall work under the provisions of this Agreement but shall be employed only on a ~~forty five (45)~~ **sixty (60)** working day trial basis, during which he/she may be discharged for any reason without further recourse, provided however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against union members. After ~~forty five (45)~~ **sixty (60)** working days, the employee shall be placed on the regular seniority list and his/her seniority date shall be the first day worked.

ARTICLE 8
MISCELLANEOUS

- i. The ~~Employer~~ **Company** will supply and provide suitable space for a Union bulletin board at its facility. Postings by the Union on such board are to be confined to official business pertaining to ~~Angelica~~ **the Company** and/or the Union.

ARTICLE 16
GRIEVANCE PROCEDURE

Step 4 – Arbitration

- e. The parties further agree that submission under Step 4 to ~~Angelica~~ **Evergreen** ~~Corporate~~ Human Resources shall be completed within twenty (20) working days after the first three steps are completed.

ARTICLE 18
JOB CLASSIFICATIONS

b. Floater

3. When any floaters run the same route for any thirty (30) calendar day period, that route shall become a permanent route subject to bid in accordance with Article 19 of the CBA., **unless the time frame is mutually extended for extenuating circumstances.**

c. Class A Driver:

- 1. Any current Class A Driver shall remain a Class A driver and shall not lose or be dropped down into the Class B pay rate.**
- 2. Class A driver shall be described as an employee who drives tractor trailer and/or straight trucks/Box Trucks. Driver must carry and maintain a Class A Drivers License.**

d. Class B Driver:

- 1. Any Class B Driver who obtains a Class A drivers license shall be automatically upgraded to a Class A Driver.**
- 2. Class B driver shall be described as an employee who can only drive a straight truck/Box Truck.**

ARTICLE 21
WORKWEEK

~~o. There will be one (1) part time employee allowed until the employee base reaches twenty five (25) employees at which time an additional part time employee will be allowed.~~
The Company may only utilize two (2) part-time drivers when there are twenty-four (24) or less full-time drivers. In the event there are twenty-five (25) or more full-time drivers, the Company may only utilize three (3) part-time drivers.

p. Both parties agree that Section "p" shall be suspended for the duration of this Agreement. The parties further agree that Section "p" shall be suspended for the duration of this Agreement beginning the day of ratification, and the suspension shall sunset on August 31, 2024 at 11:59pm.

When the part-time employee(s) cumulatively work six (6) weeks in a rolling twelve (12) month time period (non-stacked) where he/she has worked thirty (30) hours or more, then the part-time position will be converted to a new full-time position subject to bid in accordance with Article 19. If the part-time employee rejects the full-time position, the Employer will hire an outside driver to fill the position and the part-time employee who rejects the position may be subjected to layoff.

ARTICLE 24
HEALTH AND WELFARE

Effective ~~May 2, 2021~~, the Employer shall contribute to the ~~Central States Southeast and Southwest Areas Health and Welfare Fund (the Fund)~~ the required weekly amounts for the ~~C-6 Plan of benefits, as set forth below:~~ **Upon ratification, the Company will begin to transfer employees over to its Cigna PPO Health Insurance Plan. Employee contribution rates shall not exceed the following amounts for the 12 months following ratification. After the first 12-month period, employee contribution rates shall not be increased by more than 10% per year:**

May 2, 2021	<u>Single Coverage</u> \$198.50	<u>Family Coverage</u> \$486.60
May 1, 2022	\$207.60*	\$500.00*
April 30, 2023 *Not to Exceed	\$216.70*	\$531.40*

<u>Single Coverage</u>	<u>Employee + Spouse</u>	<u>Family Coverage</u>
\$45.04 \$0.00	N/A \$229.22	\$110.66 \$299

~~Employees will be required to pay twenty-two point four (22.4%) percent of the Employer contribution rate via payroll deduction for their medical insurance.~~

The Company will continue to pay its normal contributions for up to four (4) weeks for an employee absent due to non-work-related medical reasons and for up to six (6) months for work-related medical absences provided the employee is continuing to pay their contribution as indicated above.

~~The April 30, 2023 rates and employee contribution amounts identified above shall remain in effect until the expiration of this Agreement on April 30, 2024.~~



Evergreen Linen Solutions Plan Comparison

	Current Plans		TeamCare Plans		
	Open Access Plus Plan	Cigna PPO	Plan C6	Plan M9	Plan TA
Network	Cigna	Cigna	BCBS PPO	BCBS PPO	BCBS PPO
Annual Deductibles					
Individual	\$4000	\$1000	\$200	\$250	\$200
Family	\$8000	\$2000	\$400	\$500	\$500
Annual Out-of-Pocket					
Individual	\$8500	\$5000	\$1000	\$1000	\$2500
Family	\$17000	\$10000	\$2000	\$2000	\$5000
Coinsurance	30%	0%	0% / 20%	10%	20%
Office Visit Co-Pay					
Primary Care	\$45	\$20	\$20	\$20	\$20
Specialist	\$65	\$40	\$20	\$20	\$20
Key Medical Benefits					
Preventive Care	covered in full	Covered in Full	Covered in Full	Covered in Full	Covered in Full
Telemedicine	\$45	\$20	Covered in Full	Covered in Full	Covered in Full
CVS Minute Clinic	N/A	N/A	Covered in Full	Covered in Full	Covered in Full
Urgent Care	N/A	N/A	\$20	\$20	\$20
Inpatient Hospital	30% after deductible	0% after deductible	0% after deductible	10% after deductible	20% after deductible
Outpatient Hospital	30% after deductible	0% after deductible	20% after deductible	10% after deductible	20% after deductible



Evergreen Linen Solutions Plan Comparison

	Current Plans		TeamCare Plans		
	Open Access Plus Plan	Cigna PPO	Plan C6	Plan M9	Plan TA
Emergency Room	30% after deductible	\$250	20% after deductible	10% after deductible: Modified C4	20% after deductible
Surgical and Maternity	30% after deductible	unknown	0% after deductible	10% after deductible	20% after deductible
Ambulance	N/A	N/A	0% after deductible	10% after deductible	20% after deductible
Outpatient Accidental Injury	N/A	N/A	0% after deductible	10% after deductible	20% after deductible
Outpatient Lab	30% after deductible	unknown	100% at Quest	100% at Quest	100% at Quest
Outpatient Advanced Imaging	30% after deductible	unknown	100% at US Imaging	100% at US Imaging	100% at US Imaging
Outpatient Cancer Treatment	30% after deductible	unknown	0% after deductible	10% after deductible	20% after deductible
Hearing Aid Benefit	30% after deductible	unknown	100% max. \$1000 per ear	N/A	N/A
Chiropractic Benefit	\$65 copay / 20 visits	unknown	80% up to \$1000	70% up to \$800	50% up to \$500
Inpatient Behavioral Health	30% after deductible	0% after deductible	0% after deductible	10% after deductible	20% after deductible
Outpatient Behavioral Health	\$65	\$40	\$20	\$20	\$20
Major Medical	30% after deductible	unknown	20% after deductible	10% after deductible	20% after deductible
Prescription Benefits - Retail	\$15/\$60/\$100	\$10/\$30/\$60	25% coinsurance	25% coinsurance	25% coinsurance
Prescription Benefits -	\$38/\$150/250	\$25/\$75/\$150	20% coinsurance	20% coinsurance	20% coinsurance



Evergreen Linen Solutions Plan Comparison

	Current Plans		TeamCare Plans		
	Open Access Plus Plan	Cigna PPO	Plan C6	Plan M9	Plan TA
Maintenance					
Prescription Benefits - Speciality	N/A	unknown	25% coinsurance	25% coinsurance	25% coinsurance
Prescription Benefits - Generic	N/A	N/A	Yes	Yes	Yes
Dental Benefits					
Dental Deductible	\$50/\$100	\$50/\$150	N/A	N/A	N/A
Dental Annual Max	\$1500 yr. max.	\$1500 per year	\$2500	\$2500	\$2500
Orthodontia Max	no coverage	none	\$2500	\$2500	\$2500
Vision Benefits					
Vision Exam(In-Network)	\$10	\$10	\$10	\$10	\$10
Lenses	\$20	\$20	Covered in Full	Covered in Full	Covered in Full
Frames	\$150 allowance	\$150 allowance	\$150	\$150	\$150
Contact Lenses	\$150 allowance	\$150 allowance	\$120	\$120	\$120
Benefit Period	12 Months	12 Months	12 months	12 months	12 months
Short Term Disability					
Amount	N/A	N/A	\$300 (1-10), \$350 (11-26)	\$300 (1-10), \$350 (11-26)	\$300 (1-10), \$350 (11-26)
Duration	N/A	N/A	26 weeks	26 weeks	26 weeks
Continued Coverage	N/A	N/A	Yes	Yes	Yes



Evergreen Linen Solutions Plan Comparison

	Current Plans		TeamCare Plans		
	Open Access Plus Plan	Cigna PPO	Plan C6	Plan M9	Plan TA
Life Insurance					
Member	N/A	N/A	\$40000	\$25000	\$40000
Spouse	N/A	N/A	\$4000	\$3000	\$4000
Child	N/A	N/A	\$2000	\$1500	\$2000

All TeamCare Plans offer 5 years of free Family Protection coverage in the event of the member's death while active.

If there is a discrepancy in this comparison the Plan Document shall govern.

	Current		
	Employee	Employee	
	Monthly	Monthly Pay at	Monthly Pay -
	Insurance Cost	\$22.45	Premium
JOSE	\$110.66	\$3,891.33	\$3,780.67
THEODORE	\$45.04	\$3,891.33	\$3,846.29
JAMES	\$45.04	\$3,891.33	\$3,846.29
RICHARD	\$110.66	\$3,891.33	\$3,780.67
ALLEN	\$110.66	\$3,891.33	\$3,780.67

	Proposed			
	Employee	Employee		Net Pay
	Monthly	Monthly Pay at	Monthly Pay -	Increase
	Insurance Cost	\$25	Premium	Percentage
JOSE	\$299.26	\$4,333.33	\$4,034.07	6.3%
THEODORE	\$0.00	\$4,333.33	\$4,333.33	11.2%
JAMES	\$0.00	\$4,333.33	\$4,333.33	11.2%
RICHARD	\$299.26	\$4,333.33	\$4,034.07	6.3%
ALLEN	\$299.26	\$4,333.33	\$4,034.07	6.3%