

AGREEMENT

between

AIRGAS USA, LLC  
SAN DIEGO, CA

&

TEAMSTERS LOCAL UNION NO. 542

June 1, 2021 — May 31, 2024

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## **AGREEMENT**

THIS AGREEMENT is entered into as of this 1st day of June 2021, by and between AIRGAS USA, LLC, from here on referred to as the “Employer” and TEAMSTERS LOCAL UNION #542, OF SAN DIEGO AND VICINITY, from here on after referred to as the “Union.”

### **ARTICLE I — RECOGNITION**

The Employer with this recognizes the Union as the sole and exclusive bargaining representative for the employees in the specific job classifications set forth in Article VI of this Agreement and who are specifically employed by the Employer at 9010 Clairemont Mesa Boulevard, San Diego, California. This Agreement excludes all other employees, all office employees, all security guards, and supervisor as defined in the National Labor Relations Act.

This Article pertains only to the unit to be recognized and does not create any rights or obligations not expressly stated in this Agreement.

### **ARTICLE II — UNION SECURITY & CHECK OFF**

**Section 1:** All employees are required to become and remain members of the Union as a condition of employment. New employees are required to become members of the Union within thirty-one (31) days from date of hire, and to remain members of the Union in good standing as a condition of continued employment.

**Section 2:** Employees who do not comply with the provisions of Section 1, shall be discharged by the Employer after the Union shows proof to the Employer that they have sent a letter, by overnight mail with tracking, to the employee informing said employee as follows:

1. The exact amount due;
2. How the amount was calculated;
3. An exact date that the money must be paid.

**Section 3:** The Union shall indemnify the Employer against any and all liability and expense of every kind and nature, without any limitation of any kind, that may arise out of any action taken by the Employer in making deductions of Union dues and/or initiation fees, any and all consequences of discharging an employee for failure to pay dues and/or initiation fees, or in otherwise complying with this Article, and this indemnification shall include, but shall not be limited to, such matters as all costs of suits, proceedings, claims, demands, damages, expenses, attorney’s fees, and court expenses. The term “employee,” as used in this indemnification provision, includes employees maintaining financial core Union membership status or employees with less than full Union membership status, as well as employees with full Union membership status. In addition, the Union agrees to timely return to the employee any erroneous or improper overpayment.

**Section 4:** Membership in good standing means only the timely tender by the employees of uniform initiation fees and periodic dues as may be lawfully required and that compliance with these financial

obligations shall constitute compliance with the Union security requirements of the Collective Bargaining Agreement.

**Section 5:** Probationary employees. A new employee placed in a specific job classification covered by this Agreement shall work under the provisions of the Agreement on a ninety (90) day trial basis, during which period he/she may be discharged without further recourse. After ninety (90) working days, the employee shall be placed on the regular seniority list.

**Section 6:** The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contribution to Democrat, Republican, Independent Voter Education (“DRIVE”). DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase “weeks worked” excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to the Local Union office on a monthly basis in one (1) check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee’s social security number, and the amount deducted from the employee’s paycheck.

**Section 7:** Upon receipt of an individual authorization from and by an employee in the bargaining unit, the Employer agrees to deduct from the pay of such employees covered by this Agreement the dues, initiation fees and/or uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions prior to the end of the month for which deduction is made. No deduction will be made which is prohibited by applicable law.

### **ARTICLE III — HOURS OF WORK AND OVERTIME**

**Section 1:** The workweek as defined by this Agreement shall begin at 12:00 a.m. on Sunday morning and finish at 11:59 p.m. on the following Saturday. The workweek shall consist of forty (40) hours per week, eight (8) hours per day (excluding lunch period), for the five (5) consecutive days that the employee is regularly scheduled to work or ten (10) hours worked per day (excluding lunch period), for four (4) consecutive days that the employee is regularly scheduled. However, business requirements may necessitate a fewer or a greater number of hours or days of work at the Employer's discretion. Nothing in this Section shall be read as a guarantee of hours. Employees must work overtime as directed by management.

**Section 2:** Work in excess of eight (8) hours in one (1) workday and work in excess of forty (40) hours in one (1) workweek shall be compensated at the rate of one and one-half times (1½) the employees straight time hourly rate of pay.

**Section 3:** Employees who may be required to report to work on a day other than their normally scheduled workday will receive a minimum of two (2) hours pay. If they work longer than two (2) hours they will be paid for all hours worked.

1. Drivers who are assigned to weekend on-call assignments will be paid fifty-five dollars (\$55.00) for each weekend they are on-call. This payment shall be included in the pay week that starts at 12:00 a.m. Sunday on the weekend in which the

work was performed. If called to work, the driver will be paid a minimum of two (2) hours of pay. If they work more than two (2) hours, they will be paid for all hours worked.

2. Drivers who are assigned to on-call assignments of three (3) days or more will be paid eighty-five dollars (\$85.00) for each week they are on-call. If called to work, the driver will be paid a minimum of two (2) hours of pay. If they work more than two (2) hours, they will be paid for all hours worked.
3. If the above on-call assignment includes a holiday, an additional twenty-five dollars (\$25) will be paid.

**Section 4:** Unless notified the previous day not to report to work, an employee reporting to work on their normally scheduled workday, shall be given a minimum of eight (8) hours work or eight (8) hours of pay at their regular straight time hourly rate of pay. However, when a partial or full-day closing is authorized by the Employer due to severe weather, a natural disaster or an emergency closing, the following pay practice will apply:

1. On a regularly scheduled day, when the bargaining unit members' facility is closed for a partial day they will be paid a minimum of four (4) hours or for the actual number of hours they work, whichever is greater.

**Section 5:** Work performed in excess of eight (8) hours on any seventh (7<sup>th</sup>) consecutive day of the employee's regularly scheduled workweek shall be compensated at the rate of two (2) times their regular straight time hourly rate of pay.

**Section 6:** Work performed in excess of twelve (12) hours in a workday shall be compensated at the rate of two (2) times the employee's regular straight time hourly rate of pay.

**Section 7:** When an employee has taken paid or unpaid time off during their regularly scheduled workweek, the hours they have taken off will not be considered as hours worked for the purposes of calculating overtime.

**Section 8:** There shall be no pyramiding of overtime.

## **ARTICLE IV — HOLIDAYS AND SUNDAYS**

**Section 1:** Paid holidays shall be in accordance with the Employer's holiday schedule announced annually. Typical paid holidays observed include:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

The use of floating holidays or other nationally recognized holidays shall be used to make up a total of nine (9) paid holidays per calendar year.

**Section 2:** Floating holiday time should be used in the calendar year for which it was designated. If the floating holiday is not used during the designated calendar year, then it will be carried over into the next year. Although floating holiday time may be carried over from a prior year, the maximum number of floating holiday hours an employee may accumulate shall not exceed sixteen (16) hours. Once sixteen (16) hours of floating holiday time has been accrued, no further floating holiday time is earned until some of the previously accumulated time has been used.

**Section 3:** The Employer will attempt to accommodate each floating holiday request. It is understood the Employer's operating requirements will take precedence when considering such requests. If two (2) or more employees have overlapping floating holiday requests, then the principle of seniority shall prevail.

**Section 4:** Unless the employee is requesting a floating holiday for a personal emergency, the use of a floating holiday without sufficient prior notice or calling in just prior to the beginning of a scheduled work shift to announce the intended use of a floating holiday is not acceptable. Such actions may result in disciplinary action and may be designated as unpaid time off.

**Section 5:** An employee who is required to work on one (1) of the Employer's designated holidays shall be paid for all hours worked in accordance with the California Labor Code, section 510, plus eight (8) hours of holiday pay at their regular straight time hourly rate of pay, or at the Employer's discretion the employee shall be paid for all hours worked on the holiday in accordance with the California Labor Code, section 510, and the employee may be given the choice of another regularly scheduled work day off during the same pay period or an additional floating holiday that must be used in the same calendar year and which will be paid at their regular straight time hourly rate of pay for a total of eight (8) hours.

**Section 6:** Any employee who is requested by the Employer to work on a designated holiday shall be guaranteed a minimum of two (2) hours pay. If they work longer than two (2) hours they will be paid for all hours worked.

**Section 7:** If an employee misses a regularly scheduled workday the day before or after an Employer designated holiday he/she will receive holiday pay only if he/she has pre-approved time off in writing. If pre-approved time off in writing was not granted, then the employee will not receive holiday pay unless they provide documentation deemed appropriate by the Employer.

**Section 8:** In accordance with the California Labor Code, holiday hours are not considered as hours worked. As a result, they are not counted when calculating an employee's entitlement to overtime pay.

Note: Sunday pay is covered under Article III "Hours of Work and Overtime".

## **ARTICLE V — WAGE CLASSIFICATIONS**

### **Section 1 — Driver Classifications:**

- A. Class "A" driver: Class "A" driver must hold a Class "A" commercial vehicle license with an H endorsement (X endorsement if required for essential duties of a particular job) and must

meet all qualifying federal and state requirements. The Employer will pay the costs of maintaining an X endorsement. Essential duties of a Class “A” driver will include the operation of articulating or combination vehicles.

B. Class “B” driver: Class “B” driver must hold a Class “B” commercial license with an H endorsement (X endorsement if required for essential duties of a particular job) and must meet all qualifying federal and state requirements. The Employer will pay the costs of maintaining an X endorsement. Essential duties of a Class “B” driver include the operation of two (2) and three (3) axle non-combination vehicles with a gross vehicle weight exceeding 10,001 lbs.

**Section 2 — Driver wage rates & salary increases:**

Commencing on the effective date of this Agreement, the minimum straight time hourly rate of pay for all contract classifications covered by this Agreement shall be as follows:

A. Class “A” Driver:

Date	New Hire	Rate effective upon 1 year of service	Rate effective upon 2 years of service	Rate effective upon 3 years of service
6/1/2021	\$23.25	\$23.60	\$24.90	\$28.18
6/1/2022	\$23.60	\$23.95	\$25.27	\$28.74
6/1/2023	\$24.00	\$24.36	\$25.71	\$29.32

Any Airgas Driver transferring into the bargaining unit shall be paid according to their Airgas driving experience and years of service, regardless of previous bargaining unit experience.

Wages listed represents total package offering.

B. Class “B” Driver:

Date	New Hire	Rate effective upon 1 year of service	Rate effective upon 2 years of service	Rate effective upon 3 years of service
6/1/2021	\$22.25	\$22.58	\$23.70	\$26.98
6/1/2022	\$22.58	\$22.91	\$24.05	\$27.52
6/1/2023	\$22.97	\$23.31	\$24.46	\$28.07

Any Airgas Driver transferring into the bargaining unit shall be paid according to their Airgas driving experience and years of service, regardless of previous bargaining unit experience.

Wages listed represents total package offering.

**Section 3 — Production Operator Classifications:**

Desire & Aptitude:

Employees which demonstrate the desire and aptitude to train and test for a higher production level shall be given the opportunity in a reasonable time frame, but in no case shall employer be required

to provide such opportunity until after the employee has at least twelve (12) months experience at Airgas in his/her previous production position. Where multiple employees seek the same position, and aptitude and qualifications are equal, seniority shall prevail. Consistent with the other terms of this Agreement, aptitude and qualification for the position is solely within the discretion of management.

Any and all time completed in a higher production level will be compensated accordingly. There shall be no reduction of wages if an employee is temporarily required to complete work in a lower production level.

**Production Operator I:**

New/probationary/apprentice. Essential duties include: forklift operation; cylinder handling; truck loading and unloading; various jobs associated with cylinder and/or other duties, as management deems appropriate.

**Production Operator II:**

Must be proficient in all essential duties of a Production Operator I and have a minimum of one (1) year(s) general experience or the equivalent as determined by the Employer. The Production Operator II shall be knowledgeable and proficient in the following: 1.) Has demonstrated proficiency in the filling of industrial/medical carbon dioxide, nitrous oxide, and cryogenics and 2.) The employee has gained proficient knowledge of the Airgas Operating Manuals governing the activities subject matter.

**Production Operator III:**

Must have a minimum of three (3) years' experience in cylinder handling/filling or the equivalent. Has demonstrated proficiency in filling gases that are indicated for the Production Operator I and II positions. The Production Operator shall be knowledgeable and proficient in the following: 1.) The employee has demonstrated proficiency in the filling of at least two (2) pure atmospheric products such as oxygen, helium, or compressed liquid fuel gases. 2.) The employee has gained proficient knowledge of the Airgas Operating Manuals governing the activities subject matter.

**Production Operator IV:**

Must have a minimum of four (4) years' experience or the equivalent. The employee must have demonstrated proficiency in all Production Operator I, II, and III gases, plus high pressure gases and mixes. The employee has gained proficient knowledge of the Airgas Operating Manuals governing the activities subject matter.

**Production Operator V:**

Must have a minimum of four (4) years' experience or the equivalent. The employee must have demonstrated proficiency in all Production Operator I, II, III and IV gases plus high pressure gases and mixes. The employee has gained proficient knowledge of the Airgas Operating Manuals governing the activities subject matter.

**Production Operator VI:**

Must have a minimum of five (5) years of experience or the equivalent. Has demonstrated proficiency in all Production Operator I, II, III, IV and V gases plus lab technician experience.



**Section 4 — Production Operator wage rates & salary increases:**

Date	Operator I	Operator II	Operator III	Operator IV	Operator V	Operator VI
6/1/2021	\$22.25	\$24.82	\$26.07	\$27.16	\$28.04	\$28.87
6/1/2022	\$22.58	\$25.31	\$26.59	\$27.71	\$28.60	\$29.44
6/1/2021	\$22.97	\$25.82	\$27.12	\$28.26	\$29.17	\$30.03

Any Airgas production employee transferring into the bargaining unit shall be paid according to their Airgas production experience and years of service, regardless of previous bargaining unit experience.

The parties agree that an employee earning an hourly wage rate higher than the job classification rate specified in the wage table, shall be red-circled and will not be eligible for collectively bargained wage increases until the classification wage rate equals or surpasses the red-circled employee's wage rate. In lieu of a yearly wage increase, the red-circled employee shall receive a lump sum bonus of one thousand dollars (\$1,000.00) upon ratification and on the first (1<sup>st</sup>) payroll following June 1<sup>st</sup> of each year of the current Agreement.

Wages listed represent total package offering.

The Employer reserves the right to bring outside new hires into appropriate Production Operator levels based on the candidates experience or education.

**Section 5 — No Wage Reduction:** No employee shall suffer a reduction of wages as a result of the signing and execution of this Agreement.

**Section 6 — Shift Differential:** Employees scheduled to work a second (2<sup>nd</sup>) (swing) shift shall receive a shift premium of seventy-five cents (\$.75).

Employees scheduled to work a third (3<sup>rd</sup>) (graveyard) shift shall receive a shift premium of one dollar (\$1.00).

**Section 7 — Office/Clerical Employees:** Office or clerical employees may not work in any classification covered in this contract except in cases of extreme emergency.

**Section 8 — Outside Painters:** As the Employer has in the past, they shall retain the full right and authority to continue to employ temporary painters from outside sources as needed.

**Section 9:** Supervisors and qualified specialist may perform bargaining unit work for instructional purposes, maintenance and operational check of equipment and systems, or when emergency requirements demand same, i.e., with the understanding that the customer prevails. An emergency shall not be defined as an instance when the Employer can pre-plan workloads.

## **ARTICLE VI — UNIFORMS**

**Section 1:** The Employer will purchase and provide each employee with a minimum of six (6) uniform shirts and six (6) uniform pants and one (1) hat. Uniforms are rented by the Employer for each bargaining unit member. The rental company will replace shirts and pants, in accordance with a national contract as needed due to wear and tear, and are responsible for weekly cleaning. Since the Employer is renting uniform items for each bargaining unit member's individual use, the bargaining unit member must wear their uniform items during all working hours, including weekend and holiday duty hours. In addition, all customer-facing drivers shall not wear any non-Airgas hats.

**Section 2:** Safety shoes: the Employer will provide safety shoes as needed.

**Section 3:** Safety equipment provided by the Employer must be worn when appropriate.

## **ARTICLE VII — DRIVER PHYSICAL EXAMINATION**

All Class "A", "B", and "C" drivers shall, as a condition of continued employment, be required to take a physical examination every two (2) years at a medical facility designated by the Employer. The Employer agrees to pay for the cost of said examination. The Employer reserves the right to conduct drug testing.

## **ARTICLE VIII — NON-DISCRIMINATION**

The Employer and the Union mutually agree that there will be no discrimination against any bargaining unit member in the application of the terms of this Agreement on the basis of the following legally protected characteristics: race, color, religion, national origin, sex, sexual orientation, gender identity, protected veteran status, uniformed service member status, pregnancy (including childbirth, lactation and related medical conditions), physical or mental disability, age, ancestry, genetic information (including characteristics and testing) or any other characteristic protected under federal, state or local law.

Our anti-harassment policy applies to all persons involved in our operations and prohibits harassment by an associate, manager, or director of the Employer, as well as vendors, and customers. All Airgas associates are responsible for complying with this policy. Employer conduct prohibited by this policy is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings, and Employer-sponsored social events.

## **ARTICLE IX — MILITARY LEAVE**

Military leaves are available to eligible employees who enter the uniformed services of the United States under the Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA). "Uniformed services" is defined by USERRA to include Army, Navy, Air Force, Marine Corps, Coast Guard (and the reserves for each of those branches), Army National Guard, Air National Guard, and Commissioned Corps of the Public Health Service and any other category of persons designated by the President in time of war or emergency. Time off is also permitted to participate in active or inactive duty or training, and for an examination to determine one's fitness for duty in any of the federal

military forces. Such leave will be granted provided all legal requirements are satisfied and the associate returns to work or applies for reinstatement within the time prescribed by USERRA.

## **ARTICLE X — ALCOHOL AND DRUG ABUSE SCREENING**

The Employer and the Union affirm their commitment to provide a safe and healthful workplace for all employees, and to comply with all federal and state health and safety regulations, the Federal Drug-Free Work Place Act, and to prevent accidents. As such, all bargaining unit members will be subject to the Employer's current corporate-wide policy on Alcohol and Drug Abuse (Appendix A to this contract), which is in compliance with the Department Of Transportation Substance Abuse and Alcohol Misuse Testing Program. Should any changes be made to the existing Employer policy during the period of this contract, then the Union shall be notified of those changes as long as they are in compliance with and were made subject to changes in federal or state laws.

Any employee involved in an accident while on Employer property or business will be required to submit to an alcohol/drug screen test unless the employee can be completely discounted as a contributing factor to the accident. Any employee who sustains an injury on the job will be required to submit to an alcohol/drug screen test as part of the physician's examination of that employee for the injury as outlined by the Employer's policy.

## **ARTICLE XI — FUNERAL / BEREAVEMENT LEAVE**

Absence due to a death of an employee's immediate family member will be excused and paid up to a maximum of three (3) business days. In addition, the duration of the leave may depend on such factors as distance to be traveled and the associate's Employer responsibilities. Immediate family members are defined as spouse, common-law spouse, son, daughter, mother, father, legal guardian, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, step-parent, step-child, step-brother, step-sister or domestic partner residing in the employee's immediate household.

An absence of one (1) business day to attend a funeral of a relative not in the immediate family will be granted and paid as an excused absence.

Time off for other funerals will only be granted upon approval of the employee's immediate supervisor and provided the employee uses any accrued and unused vacation hours available or floating holiday time.

The employee must notify his/her immediate supervisor regarding the need for funeral leave, the duration of leave, and to ensure proper documentation is submitted to the Employer's payroll department.

An employee will be paid the number of hours he/she would have been regularly scheduled to work on the day(s) he/she is off for funeral purposes. Paid or unpaid time off for funeral leave will not count as hours worked for the purposes of calculating overtime. Shift differentials, productivity bonuses and overtime do not apply when calculating funeral leave pay.

Employees who require additional time off for funeral leave may use vacation or floating holiday time. Extended unpaid funeral leave is at the discretion of the employee's immediate supervisor.

This Article does not apply when an employee is on vacation, leave of absence or sick leave.

The Employer reserves the right to verify death.

## **ARTICLE XII — JURY DUTY**

All employees who receive a jury summons will be granted up to ten (10) days of paid leave for the time served. Time off in addition to the ten (10) days will be granted as unpaid leave. Employees may use floating holiday time or accrued vacation time in order to be paid for jury duty in excess of ten (10) days.

If an employee is summoned or subpoenaed to testify as a witness on behalf of the Employer, they will receive paid leave for such witness service. If an employee is summoned or subpoenaed to testify as a witness in a judicial proceeding for some purpose other than on behalf of the Employer, an unpaid leave will be granted.

**Section 1:** Upon receipt of a jury summons or subpoena the employee must notify his/her immediate supervisor by the end of the next workday and provide a copy of the summons or subpoena.

**Section 2:** The employee shall provide proof of the dates and times served and the compensation received.

**Section 3:** The employee must report to work whenever the employee is excused from jury duty during the employee's normal working hours.

**Section 4:** When the employee is given the option of call-in to the court in lieu of appearing in court to satisfy the jury requirement, the employee must exercise that "call-in" option.

## **ARTICLE XIII — HEALTH AND WELFARE**

For the Agreement period of June 1, 2021 through May 31, 2025 the Employer will pay to both the San Diego County Teamsters-Employers Insurance Trust Fund for dental benefits and the Teamsters Miscellaneous Security Fund Plan A1 for medical, prescription, dependent vision and life benefits, on behalf of each bargaining unit member, a premium amount to be determined by the Trust(s) for its respective plan year<sup>1</sup>. The bargaining unit members shall pay a cost sharing contribution of twenty-five percent (25%) of the premiums per month. Any additional premium amount due shall be paid by the Employer. All bargaining unit member cost sharing contributions shall be deducted by way of a payroll deduction from the eligible bargaining unit member's wages on a bi-weekly payroll basis.

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<sup>1</sup> The plan year for the San Diego County Teamsters-Employers Insurance Trust Fund is a twelve (12) month period from January to December. The plan year for the Teamsters Miscellaneous Security Fund is a twelve (12) month period from October to September.

**Eligibility:**

- a. Eligibility for Employer contributions:
  - i. To be eligible for the Employer’s monthly contribution in any given month, the bargaining unit member must be eligible for coverage under The Fund and must have worked a minimum of eighty (80) hours in the previous reporting month.
- b. Eligibility for Coverage: Coverage for benefits shall be in accordance with The Fund’s plan agreement. Specifically, the employee becomes eligible for coverage on the first (1<sup>st</sup>) day of the month for which the third (3<sup>rd</sup>) contribution is made during a six (6) month consecutive period

The parties involved agree to accept and execute such acceptance of trust documents as may be required for participation in each trust and such payments shall be made in accordance with the provisions established by the joint board of trustees, provided they do not modify or change the express terms of this Agreement article.

By entering into this Agreement, the parties specifically agree that this contract shall serve as authorization under the California Labor Code for such an automatic payroll deduction of the amount in excess of the amounts shown above required to pay for the above referenced coverage.

**Opt-Out:**

- a. Employees may opt-out of this coverage, as a result the Employer and the employee(s) are not required to pay some or all of the premiums to the Fund. All Employees who choose to opt-out must follow the “Opt-Out” Policy in the Teamsters Miscellaneous Security Trust Fund Agreement. To the extent an opted-out employee must retain some reduced coverage under the Fund’s “Opt-Out” Policy that requires some premium, that cost shall be shared by the Employer and employee at the same cost share split as with any other premium under the Fund (75/25).

**ARTICLE XIV — SICK LEAVE**

**Section 1: Paid Sick Time (“PST”) for Full-Time Employees:** Full-time employees are those who are regularly scheduled to work thirty (30) hours or more per week. Full-time employees will receive forty (40) hours of sick leave frontloaded on their date of hire, and on January 1<sup>st</sup> of each year afterwards, except in no event will the amount frontloaded be less than twenty-four (24) hours or as otherwise required by state law. Eligible associates will carry over sick leave from year to year. The maximum amount of time permitted to be deposited in the sick leave bank is one hundred sixty (160) hours. Once an associate has one hundred sixty (160) hours of sick leave banked, no additional time may be rolled into the bank. However, associates will still continue to accrue up to forty (40) hours of new sick time annually. While on an approved leave of absence, an employee's sick leave hours will continue to accrue for a period of up to ninety (90) days from the start of the employee's leave.

**Section 2: Paid Sick Time (“PST”) for Part-Time and New Employees:** Part-time employees are those employees regularly scheduled less than thirty (30) hours per week. Part-time employees

will receive twenty-four (24) hours, or the amount required by state law, of PST frontloaded on their date of hire and on January 1<sup>st</sup> of each year afterwards. This PST will not carry-over from year to year. New employees may not use PST until the 90<sup>th</sup> day of employment.

**Section 3: Use for Paid Sick Time and Safe Time:**

- A. Employees may take leave under this Article for themselves and their eligible family members: (a) for diagnosis, care or treatment of an existing medical condition; (b) for preventative care; (c) to attend a medical or dental appointment; (d) to attend to or provide care for a family member with a mental or physical illness; and/or (e) to recover or recuperate from an injury or health condition. Employees may also take safe time if the associate is a victim of domestic violence, sexual assault or stalking and time off is needed to attend to safety planning or other actions to assist the associate, such as judicial assistance, medical attention, counseling, etc.
- B. For purposes of this Section a family member means the employee's current spouse, child or individual for which the employee stands in loco parentis, legal guardian or ward, parent, parent-in-law, person who stood in loco parentis status when the employee was a minor child, sibling, grandparent, or grandchild. An associate's registered domestic partner (as defined by state or local law), as well as the child and parent of a registered domestic partner, are also considered an employee's family member. These familial relationships include not only biological relationships, but also relationships resulting from adoption, step-relationships, and foster care relationships. The definition of child applies irrespective a child's age or dependency status.
- C. Sick time should not be used to extend Employer designated holidays or Employer approved vacation time, unless an immediate supervisor approves it in advance and it is necessary to take care of a specific reason designated by this Article.

**Section 4:** Requesting Leave: Leave taken under this Article may be used in increments of one (1) hour or less, as permitted by applicable law, to cover all or just part of a work day. Leave benefits under this Article will be calculated in accordance with applicable law.

If the need for more leave under this Article is foreseeable, an employee must provide reasonable advance notice – either orally or in writing – to their supervisor of an absence from work. If the need for leave under this Agreement is unforeseeable, an associate must provide notice – either orally or in writing – to their supervisor of the need to use the leave as soon as practicable. Associates using leave under this Article are not required to search for or find a replacement associate to cover the periods of time in which they are absent from work for sick time purposes.

**Section 5:** Abuse of Sick Leave: Three (3) consecutive workdays of absence without notification to the Employer will be considered job abandonment and the employee will be considered as having voluntarily resigned his/her employment. The employee will be eligible for reinstatement at the Employer's discretion only if extraordinary circumstances explain why the employee could not have called in.

When an employee exceeds his/her banked PST, the following disciplinary steps will be taken, barring other factors or circumstances the Employer may deem significant:

<u>After employee has taken:</u>	<u>What shall happen between employee &amp; his/her supervisor:</u>
8 hours beyond available PST	First warning with documentation to employee's personnel file
16 hours beyond available PST	Second warning with documentation to employee's personnel file
24 hours beyond available PST	Three (3) day suspension or termination

**Section 6:** Separation and Rehire: An associate who separates from employment with the Employer will not be paid out unused PST at separation. If an associate is rehired within one (1) year of his/her separation of employment, the associate will receive back all accrued, but unused, PST the associate had available at the time of separation.

## **ARTICLE XV — 401(K) RETIREMENT PLAN**

Bargaining unit members shall be eligible to participate in the Employer's 401(k) plan.

The Employer reserves the right to revise this plan consistent with other revisions that may be made during the term of this Agreement by the employer for its bargaining unit and unrepresented associates after notice to the Union and opportunity for the Union to discuss same.

## **ARTICLE XVI — VACATIONS**

**Section 1:** Employees do not earn or accrue vacation benefits during their first (1<sup>st</sup>) year of employment. However, upon the completion of one (1) year of employment the employee will be granted forty (40) hours of vacation time and will begin accruing vacation hours based on a per pay period rate designated in this Agreement.

**Section 2:** Since no vacation hours are accrued during the first (1<sup>st</sup>) year of employment, an employee who resigns or is terminated by the Employer for any reason during their first (1<sup>st</sup>) year of employment shall not have a vacation benefit pay out.

**Section 3:** All employees with a hire date after 6/1/2002 shall not accrue more than four (4) weeks (or 160 hours) of vacation. Such Employees shall not accrue more than one hundred sixty (160) hours in their vacation bank. Any employee on the payroll as of the date of this Agreement, and having a hire date after 6/1/2002 and a vacation bank of greater than one hundred sixty (160) hours as of the date of this Agreement, shall have his/her vacation hours over one hundred sixty (160) hours cashed-out in the first (1<sup>st</sup>) full pay period following execution of this Agreement. Once such employee's

vacation bank falls below one hundred sixty (160) hours, he/she may not afterwards bank more than one hundred sixty (160) vacation hours in his/her bank.

**Section 4:** Employees on the payroll with a hire date prior to 6/1/2002 may accrue up to five (5) weeks (or 200 hours) of vacation. Such employees may bank up to six (6) weeks (or 240 hours) of vacation.

An employee's entitlement to earn vacation hours is based on their length of service with the Employer. Employees accrue paid vacation hours based on service length as determined by their anniversary date of hire and in accordance with the following schedule:

Schedule A – Hired Before 6/1/2002

Length of service	Per pay period accrual rate	Annualized number of hours
0 through 1 year	0 hours	40 hours granted upon completion of 12 months service
1 through 5 years	3.0769 hours	80 hours
6 through 10 years	4.6154 hours	120 hours
11 through 19 years	6.1538 hours	160 hours
20 + years	7.6923 hours	200 hours

Schedule B – Hired After 6/1/2002

Length of service	Per pay period accrual rate	Annualized number of hours
0 through 1 year	0 hours	40 hours granted upon completion of 12 months service
1 through 5 years	3.0769 hours	80 hours
6 through 10 years	4.6154 hours	120 hours
11 through 19 years	6.1538 hours	160 hours

**Section 5:** The hourly accrual rate per pay period will automatically increase to figures noted in Schedule A when the employee's length of service reaches the next higher level based on their anniversary date of hire. Please note: employees do not automatically receive an extra forty (40) hours of vacation time, but rather an increase in the rate of accrual per pay period based on their new length of service.

**Section 6:** Vacation pay is paid at the employee's straight time hourly rate plus any shift differentials. Productivity bonuses, commissions and all other forms of compensation do not apply in calculating vacation pay.

**Section 7:** Vacation hours are not considered as hours worked. As a result, they are not counted in calculating overtime pay.

**Section 8:** Although an employee may carry over vacation hours from a prior year, the employee's total outstanding vacation hours, at any time, shall not exceed two hundred forty (240) hours for those with a hire date prior to 6/1/2002 or one hundred sixty (160) hours for those with a hire date after 6/1/2002. Once an employee has accrued a maximum hours according to the provisions of this



Agreement, they will no longer continue to accrue vacation hours until some of the previously accrued vacation time is utilized.

**Section 9:** Consistent with California Labor Code, an employee, whose employment terminates with the Employer for any reason after his/her initial year of employment, will be paid for all accrued and unused vacation hours.

**Section 10:** In the event an employee leaves the Employer's employment and he/she has somehow used vacation hours in advance of accrual, then the amount taken in excess of hours accrued shall be deducted from the employee's final paycheck.

**Section 11:** Employees planning to take vacation time must notify their immediate supervisor in advance of using vacation benefits. Employees should try to provide at least one (1) month's notice when requesting a week or more of vacation so his/her absence from work can be properly covered and documented.

**Section 12:** The use of any and all vacation hours must have the prior approval of the employee's immediate supervisor.

**Section 13:** The taking of vacation time does not entitle an employee to take time off without notice or to call in at the start of a work shift and announce they are taking a vacation day. Such actions will result in disciplinary action.

**Section 14:** Vacation hours shall not be paid in lieu of actually taking time off from work, except upon employment termination.

**Section 15:** The Employer will try to accommodate each employee's vacation request. However, the Employer's operating requirements will always take precedence when considering such requests. Employees who request vacation benefits during busy periods or at times when co-workers are already on previously approved vacation will be required to make alternate plans. If two (2) or more employees have overlapping vacation requests, then the principle of seniority shall prevail as to choice of vacation time.

**Section 16:** Ordinarily, employees are expected to take at least forty (40) hours of vacation at a time. However, single or partial days taken as vacation will be permitted subject to a supervisor's approval and business requirements.

**Section 17:** In emergency circumstances, a supervisor may allow the use of vacation time in lieu of sick leave, provided the employee has no sick time hours available.

**Section 18:** If an Employer-observed holiday falls during an associates scheduled vacation, the time will not count as vacation hours, but will be considered holiday hours for payroll purposes.

**Section 19:** An Employer Vacation Request/Absence Report form shall be used by employees to request vacation benefits and to assist the Employer in tracking vacation use.

**Section 20:** Vacation pay shall not be payable to any employee engaged in a work stoppage in violation of Article XXIII. Vacations shall not be scheduled and employees cannot receive vacation pay for any vacation that occurs during a work stoppage.

**Section 21:** Both Employer and Union agree to re-open discussions regarding changes in Employer policy regarding sick leave, vacation and PTO.

## **ARTICLE XVII — SENIORITY**

**Section 1:** The Union recognizes that certain employees domiciled at the covered facility are employed by Airgas National Carbonation (“ANC”), a separate business unit from Airgas USA, LLC (“Airgas USA”). ANC employees perform a completely separate and distinct function from Airgas USA and have different skills and qualifications. The Union recognizes that ANC employees must remain separate from Airgas USA and that the Employer must manage them accordingly.

ANC employees shall remain covered by the terms of this Agreement, except, however, they shall have in all respects the terms of their seniority separate from the employees employed by Airgas USA. The separate seniority terms shall be applicable in all scenarios in which seniority is relevant and applied under the terms of this Agreement, including, but not limited to:

- A. Layoffs – In the event of a layoff within either the ANC or Airgas USA businesses, employees within each business unit shall be separate from the other unit and layoffs will be according to seniority within their respective business units.
- B. Recall – An employee laid off within either business unit shall not have the right to recall in a position in the other business unit.
- C. Job Bidding and Application – Employees may not exercise their seniority rights to bid into open jobs in the other business unit. In addition, an employee within a business unit who applies to an open position within the other business unit shall have no greater right to the position on the basis of seniority. Consistent with the other terms of this Agreement, the management within each business unit reserves the right to determine skills and qualifications for hiring and promotions.
- D. Seniority Lists – Seniority lists shall be separate and provided to the Union upon request and consistent with the terms of this Agreement.
- E. Paid time off, including personal and vacation approvals shall be according to seniority within each separate business unit.
- F. Hours of work.

In the event an employee does not move from one business unit to the other, he/she shall retain his/her original seniority date for benefit and wages purposes, but consistent with the provisions of this Agreement, shall have new seniority date for bidding, layoff, recall, and any other instances in which seniority is relevant and applicable.

**Section 2:** Where skill, ability, qualifications, work record, experience, and physical fitness are equal, seniority shall be the determining factor. The employer retains sole discretion to determine skill, ability, qualifications, work record, experience and physical fitness. When layoffs are required, temporary employees shall be laid off first (1<sup>st</sup>), next probationary employees and next other employees in accordance with their seniority, skill, ability, qualifications, work record, experience and physical fitness.

Employees shall lose their seniority and it will otherwise be terminated for the following reasons:

- A. If the employee quits;
- B. If the employee is discharged and the discharge is not reversed through the grievance procedures;
- C. If the employee fails to return to work within three (3) days after the issuance of the Employer's notice of recall by overnight mail with tracking to the last known address of such employee as shown in the Employer records;
- D. If the employee is absent from work for three (3) consecutive working days without advising the Employer and giving reasons satisfactory to the Employer for such absence;
- E. If the employee overstays a leave of absence;
- F. If the employee gives a false reason for a leave of absence or engages in other employment during such leave;
- G. If a full settlement with the employee has been made for total or partial disability;
- H. If the employee is retired;
- I. If the employee is laid off for a continuous period of six (6) months;
- J. If the employee knowingly falsifies information on his/her application for employment.

Upon successful completion of the probationary period set forth in Article III, seniority shall date retroactively to the date of hire.

**Section 3:** Bargaining unit employees shall be given the opportunity to bid/upgrade to an open position before the Employer hires a new employee.

**Section 4:** Should an employee bid into another classification as provided in Article VI, and if during the first (1<sup>st</sup>) ninety (90) days does not, in the judgment of the Employer qualify for such position, then the employee shall have the opportunity to bump back into his/her previous position providing his/her position has not been filled or eliminated. However, the Employer reserves the right to waive the ninety (90) day probationary period.

**Section 5:** All newly hired employees, and all employees newly transferred into contract classifications, shall have a probationary period of (90) days from the date of contract coverage. Probationary employees may be discharged or otherwise disciplined by the Employer without recourse to the grievance and arbitration procedure of this Agreement.

## **ARTICLE XVIII – MANAGEMENT PREROGATIVES**

**Section 1:** The Union recognizes and agrees that, except as specifically limited by the express provisions of this Agreement, the Employer maintains sole and exclusive right to manage its business

in such a manner, as the Employer shall determine to be in the best interest. The Employer's right to manage its business includes, but is not limited to, the right to:

- a) Hire, promote, demote, transfer, train, assign and direct employees;
- b) Move, transfer or change the location of part or all of the work or operations;
- c) Discipline, suspend or discharge for cause;
- d) Require physical or other examinations of employees;
- e) Establish, modify, maintain and enforce reasonable work rules, policies and regulations for discipline, production, efficiency and protection of life and property;
- f) Increase or decrease the work force;
- g) Pay additional compensation, including bonuses, and determine the amount of it to the employees after notice and discussions with the Union over and above the hourly rate agreed to in this Agreement;
- h) Give additional benefits to the employees over and above the benefits established in this Agreement after notice to and discussion with the Union;
- i) Determine the work to be performed, job content, the employee's performance and methods to be employed;
- j) Established quality, work and production standards;
- k) Schedule and reschedule hours including overtime;
- l) Determine and re-determine job content and any classifications that are required;
- m) Determine and, from time to time, re-determine the qualifications of the employees and to maintain safety and efficiency and order.
- n) Train associates, establish, determine content of, and implement such training programs.

The exercise or non-exercise of the rights retained by the Employer shall not be deemed to waive any such rights or the discretion to exercise any such rights in some other way in the future.

**Section 2:** No employee shall be discharged, suspended, or disciplined without just cause and such actions are subject to the grievance procedure.

**Section 3:** The Employer has the right to require employees to obey orders even though deemed by such employee or employees or the Union to be in violation of the Agreement or law unless and until

it is established that such order or orders are in violation of the law or the Agreement according to the procedure provided in this Agreement.

**Section 4:** The parties by mutual agreement may amend this Agreement with the consent of both parties in writing, and if such negotiations do occur and result in an agreement, such agreement shall be reduced to writing and shall be binding upon the parties involved for any term agreed to by the parties.

## **ARTICLE XIX — GRIEVANCE AND ARBITRATION PROCEDURES**

Any question on interpretation or application of this Agreement shall be resolved by this grievance and arbitration procedure. The Employer shall not file grievances. Grievances may be filed either by an individual bargaining unit employee or by the Union. The following procedure shall be observed:

- A. The grievance shall be submitted in writing to the immediate supervisor or Union steward or Union representative. Such submission must be made within ten (10) working days of the events giving rise to the grievance or the grievance shall be deemed waived and abandoned.

The written grievance shall contain the following and will be prepared by the Union:

- (a) Statement of the specific provisions of the Agreement alleged to be violated;
  - (b) Date(s) on which the alleged violation occurred;
  - (c) Brief description of violation that occurred;
  - (d) Signature of the employee(s) affected.
- B. If an adjustment satisfactory to the aggrieved party is not reached within ten (10) working days from the date of submission to the Employer, the aggrieved party or his/her representative shall submit the written grievance to the human resources manager of the Employer.
- C. If an adjustment satisfactory to the aggrieved party is not reached within ten (10) working days after its written submission to the human resources manager either party may request that the grievance be presented for resolution through mediation prior to submission to arbitration. A mediator selected by the Federal Mediation and Conciliation Service (FMCS) shall facilitate the mediation. The process is voluntary and time limits set forth in this procedure shall be suspended pending completion of the mediation session, but in no case shall the initial mediation session be held more than thirty (30) calendar days from the date mediation was requested.
- D. If an adjustment satisfactory to the aggrieved party is not recorded through mediation, the Union may request in writing that the grievance be submitted to binding arbitration unless it involves a matter specifically withdrawn from arbitration by virtue of the provisions of this Agreement. The Union shall submit its request for arbitration within ten (10) working days from the end of mediation or, if mediation was not requested, within ten (10) working days after its written submission to the human resources manager.

- E. In the event arbitration is demanded, the Employer and the Union may mutually agree to an arbitrator. If an arbitrator cannot be mutually agreed upon, then the parties shall jointly request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of the list, the parties shall meet within ten (10) working days for the purpose of selecting the arbitrator. The strike-off method shall be used to select the arbitrator.
- F. The arbitrator thus selected shall be notified of his/her appointment by joint communication of the parties. Arbitration shall subsequently be held in accordance with the procedure set forth in this Agreement, and by further rules and procedures as the arbitrator shall direct.
- G. Each party shall bear its own costs of arbitration. The parties agree to share equally the fees and expenses of the arbitrator.
- H. The arbitrator's decision shall be final and binding on the parties to the extent that it draws essence from the Collective Bargaining Agreement. The arbitrator shall not add to, subtract from or modify the terms of this Agreement. In addition, the arbitrator shall have no power to substitute his/her discretion for the Employer's discretion in cases where the Employer is given discretion by this Agreement or any supplementary agreement.
- I. The provisions of this Article may be waived by mutual written agreement by the parties.
- J. The Employer, in no event, shall be required to pay back wages for more than fifteen (15) calendar days prior to the date a written grievance is filed.
- K. The arbitrator shall not be empowered to hear more than one (1) grievance at any time unless it involves identical facts or unless the parties have otherwise agreed in writing prior to the proceeding.
- L. The arbitrator's decision or award shall be based solely on the Agreement, the evidence presented to the arbitrator by the respective parties or their counsel in the presence of each other, and the arguments presented in the written briefs of the parties.
- M. Either party may call as a witness any person, whether represented by the Union or not so represented. No aggrieved employee, employee representative or witness called by, or on behalf of, the Union or the aggrieved employee will be paid by the Employer for time spent attending arbitration proceedings.

## **ARTICLE XX — SHOP STEWARD & UNION REPRESENTATIVES**

**Section 1:** The activities of the shop steward shall not interfere with his/her duties as an employee of the Employer nor with the normal regular operation of the Employer's business.

**Section 2:** The Employer recognizes the right of the Union to designate shop stewards and alternates.

**Section 3:** The steward may investigate and present grievances in accordance with this Agreement.

**Section 4:** Union representatives are required to follow Employer's facility visitor procedures.

## **ARTICLE XXI – CROSSING PICKET LINE**

The Union is not in favor of picket lines and will do everything in its power to prevent the extension of such to the location covered by this Agreement, and will not require its members to recognize any such picket until it has been approved by the Joint Council of the Teamsters in the territory in which the strike takes place.

An employee will not be discharged or disciplined for his/her refusal to cross a primary picket line at a customer job site, provided that the Joint Council of Teamsters 42 has sanctioned the picket line and given the Employer whenever possible at least twenty-four (24) hours prior notice of the establishment and its approval of such picket line. The right to honor picket lines at customer sites does not include an employee's refusal to cross picket lines at hospitals and healthcare facilities or utility companies; such refusals shall subject the offending employee to discipline or discharge.

## **ARTICLE XXII — NO STRIKE OR LOCKOUT**

**Section 1:** During the term of this Agreement, or any extension of this Agreement, the Employer shall not lock out the employees covered by this Agreement, and no strike shall be engaged in or sanctioned by the Union or its members, and neither the Union, nor any of its members or representatives, nor any employee, shall call, cause, authorize, ratify or engage in any sit-down, stay-in, sympathy strike or other strike, picketing, walkout, slowdown, or work stoppage, or any other interference with production or stoppage of work.

**Section 2:** Any resort to the Grievance Procedure under article XXI or XXII regarding discipline imposed for violation of these Articles shall be limited solely to determine whether such employee engaged in the prohibited conduct alleged.

## **ARTICLE XXIII – SAVINGS CLAUSE**

It is not the intention of the parties involved to violate any laws, now or in the future, coming in conflict with the terms of this Agreement. If any Article, Section, paragraph or clause of this Agreement is declared invalid by a court of competent jurisdiction with the right of appeal, the remaining portions of this Agreement shall continue to be valid and in full force and effect, and the parties shall immediately engage in mid-term bargaining to redraft the part or parts held invalid or ambiguous so that the intent of the parties can be legally accomplished. The use of economic weapons, however, shall remain strictly prohibited for the terms of this Agreement regardless of whether the parties agree to mid-term bargaining.

## **ARTICLE XXIV – DISCHARGE OR DISCIPLINE**

The Employer may discipline, suspend, or discharge any employee for cause including, but not limited to, insubordination, drunkenness, incompetence, theft, use of drugs, gross negligence, safety

violations, or failure to perform work as required. In case any employee feels he/she has been unjustly discharged he/she may submit his/her case as a grievance as provided in Article XIX of this Agreement.

## **ARTICLE XXV — TECHNOLOGY**

The Union recognizes the Employer's ongoing need to continuously upgrade the technologies it employs. These technologies are devices installed on trucks, carried by people or attached to product and/or equipment and may include, but are not limited to, cell phones, portable computers, on-board computer (OBC) systems, wearable devices such as watches, Radio Frequency Identification (RFID) systems, Global Positioning Systems (GPS), video systems, and any evolution of such technologies. These technologies are employed for a variety of business reasons including, but not limited to, employee safety, routing, efficient dispatching, mapping, monitoring productivity, theft prevention, dispatch of needed assistance, recording of data, truck and hazmat route navigation (turn-by-turn directions), providing text-to-speech when vehicle is in motion, providing detailed accident investigation for faster analysis of cause, engine alerts for breakdowns and tracking product and equipment. In the event such technology is used for a disciplinary action, the Union and the disciplined employee shall have a right, upon request, to secure copies of the data collected by said technology and used by the Employer in the disciplinary action.

## **ARTICLE XXVI — UNPAID LEAVES OF ABSENCE AND WORKPLACE ACCOMMODATIONS**

**A. Conflicting Provisions and Use of Accrued Paid Leave.** In the event of a conflict between the provisions of this Article and the provisions of a standard Airgas policy, plan description or operating procedure, the provisions of this Article will control. In the event of a conflict between a provision of this Agreement and either the Americans with Disabilities Act (ADA) or the Family and Medical Leave Act (FMLA), the ADA or FMLA shall control.

**B. Leave under the Family and Medical Leave Act (FMLA).** Bargaining unit employees who have worked for the Employer for at least twelve (12) months from the commencement of leave and who have worked at least 1,250 hours over the previous twelve (12) months as of the start of leave are eligible for twelve (12) weeks of unpaid Family and Medical Leave under the FMLA within any twelve (12) month period for which they meet the eligibility criteria, without loss of seniority rights, for the reasons set forth in the FMLA. Bargaining unit employees who have worked for the Employer for at least twelve (12) months from the commencement of leave and who have worked at least 1,250 hours over the previous twelve (12) months as of the start of leave are entitled to twelve (12) weeks of unpaid exigent circumstances leave when family members in the regular Armed Forces are deployed to a foreign country or family members in the Armed Forces reserves are on certain active duty, and up to twenty-six (26) weeks of unpaid leave to care for a military family member, including veterans, who suffer from a serious illness or injury incurred in the line of duty, as defined in the FMLA. An employee requesting FMLA leave shall present satisfactory proof of the reasons for such leave; this includes having his/her health care provider complete the necessary medical documentation requested by Airgas and returning the medical documentation within the prescribed time periods.

**C. Workers Compensation.** The Employer administers FMLA leave concurrently with workers compensation. It shall be the Employer's responsibility to provide the injured or ill worker with the appropriate FMLA paperwork and it shall be the employee's responsibility to return required FMLA



documentation within the required time limits unless unable due to the industrial accident or illness.

**D. Pregnancy.** In accordance with the Civil Rights Act of 1964, as amended, a female employee affected by pregnancy, childbirth or related medical conditions will be treated the same for all employment-related purposes, including the receipt of benefits and temporary transitional work assignment opportunities, as other bargaining unit employees not so affected, but similar in their ability or inability to work.

**E. Workplace Accommodation.** The Employer subscribes to and adopts as its policy the provisions of Title I (The Employment Provisions) of the Americans with Disabilities Act of 1990, as amended, which prohibits discrimination against applicants and qualified individuals with a disability. It is expressly understood and agreed to between the parties that the parties shall comply with their respective obligations as set forth under the ADA. The parties agree that any accommodation made by the Employer with respect to job duties or any other term or condition of employment shall not, in any way, become applicable to any other individual, class, or group of employees, but shall apply only to the person or persons accommodated in the particular situation. The fact that such person(s) was accommodated, the manner and method of such accommodation shall be without precedent and as a result may not be used or relied upon by any person for that purpose at any time in the future. The parties understand that the Employer has an obligation to maintain strict confidentiality with regard to disclosure of an employee's disability; thus, the parties agree that the Employer has the right to discuss reasonable accommodations directly with an employee and the Employer is not under any obligation to disclose an employee's disability. The Union agrees that the Employer is not under any obligation to disclose an employee's disability with the Union unless the employee has made a voluntary and knowing written waiver of his/her rights to confidentiality under the ADA and requests Union representation during the interactive process, in which case the Employer shall honor the employee's request. In no event will a workplace accommodation violate the seniority or any other express terms of this Agreement.

**F. Continuation of Medical Coverage during Unpaid Leaves of Absence.** In all cases of approved FMLA leave or other leave where the Employer runs FMLA leave concurrently, the Employer shall continue to make the full contributions to the San Diego County Teamsters Employers Insurance Trust Fund and Teamster Miscellaneous Security Fund Plan A1 as required under the terms of the FMLA. After exhaustion of FMLA leave, the Employer shall cease making contributions and the Fund shall cease invoicing Employer for contributions for that employee. Upon returning to work from such leave, the employee must sign a payroll deduction authorization form, supplied by Airgas Human Resources, authorizing Airgas to deduct no less than one hundred dollars (\$100.00) per pay period for the purpose of reimbursing Airgas for the cost of maintaining the Employee's health benefits while the employee was on leave covered by the FMLA and not making his/her normal required health insurance contributions. In the alternative, the employee may refund the entire amount in a single payment remitted within seven (7) days of his/her return to work. An employee who fails to either remit a full reimbursement or sign a payroll deduction authorization within seven (7) days of his/her return shall be terminated for just cause.

## **ARTICLE XXVII — SUCCESSORS AND ASSIGNS**

**Section 1:** In the event that the Employer sells, transfers, or assigns all or part of its right, title or interest in the operation covered by this Agreement, or if there is a change in ownership of the Employer, the Employer shall give the Union reasonable advance notice in writing.

**Section 2:** The Employer agrees to inform any successor employer of the existence of the Collective Bargaining Agreement and to recommend that the successor employer acknowledge the Agreement.

## **ARTICLE XXVIII — SAFETY COMMITTEE**

The Employer agrees to maintain a Safety Committee to help identify safety risks within the facility and to provide recommended actions. The committee shall meet once each quarter and include: the facility manager, one (1) operator, and one (1) driver. The Employer shall administer the committee according to the Airgas SAFECOR requirements.

## **ARTICLE XXIX — SUBCONTRACTING**

It is not the intent of the Employer to subcontract bargaining unit work. However, all parties agree that the Employer shall have the absolute right, from time to time, to subcontract when it is required. The Employer agrees that it will not initiate any subcontracting, which will cause any reduction in its work force or while a bargaining unit employee, qualified to do the same work, is on layoff status.

The Employer agrees to attempt to use employees from other Airgas facilities on a temporary basis. For any circumstances where the Employer is unable to use Airgas employees, the Employer agrees to provide written notice to the Union of the need to utilize non-Airgas temporary workers.

The Employer agrees to utilize a temporary employee for thirty (30) consecutive days or less. For any circumstances where an extension may be necessary, the Employer agrees to provide the Union with written notice, including the reason and the estimated time frame.

Temporary employees shall not be allowed to work any overtime unless all regular employees have declined the work.

## **ARTICLE XXX — COMPLETE AGREEMENT**

Regardless of any privileges or benefits currently being received by employees, no privileges or benefits in excess of those specifically set forth in this Agreement are required to be continued or to be granted to employees.

## **ARTICLE XXXI — DURATION**

**Section 1:** The effective date of this Agreement shall be the 1<sup>st</sup> day of June 2021, and shall remain in effect until midnight of May 31, 2024.

Should either party desire to alter, amend or terminate this Agreement, it shall notify the other party at least sixty (60) days prior to the termination date. If no such notice is given by either party, the Agreement shall automatically renew itself for another yearly period and from year to year afterwards, unless such notice shall be given by either party at least sixty (60) days prior to the next anniversary date.

**Section 2:** It is the purpose of this duration clause to implement the provisions of section 8, paragraph (d), # (1), (2), (3) and (4) of the amended Labor Management Relations Act, and this clause shall be construed in accordance with the provisions of the statute.

In witness whereof, the parties hereto have affixed their signatures to execute this agreement on this 1<sup>st</sup> day of June 20121, and by their signatures acknowledge receipt of a copy of this agreement.

**Airgas USA, LLC**

**Teamsters Union Local 542**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## APPENDIX A – AIRGAS DRUG & ALCOHOL POLICY

### **Airgas Human Resources Policy and Procedures**

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**To: All associates, including temporary agency or contract workers and vendors**

**Policy Title: Airgas Drug and Alcohol Policy**

**Approved by: Human Resources**

**Date last revised: May 2017**

#### **1.0 Introduction and Summary**

Substance abuse negatively affects associate health, safety, efficiency and the safety of our customers. This policy affirms the Company's commitment to provide a safe and healthy workplace for all associates, and to comply with state and federal regulations. Airgas is determined to maintain a substance abuse free, healthy and secure work environment.

Airgas strictly prohibits the use, possession, manufacture, distribution, dispensing, and/or sale of illegal drugs or hallucinogens at all times. The lawful use of prescription medication is prohibited if it impairs and associate's ability to work safely. Airgas also strictly prohibits associates from coming onto company or customer premises or working with alcohol in their systems. Associates and applicants may be subject to drug and/or alcohol testing as described in Sections 7 and 8.

This policy and any updates will be posted on the "My Airgas" tab on Airnet. Questions about this policy may be directed to your regional Human Resources Director.

#### **2.0 Who is Covered?**

This policy applies to all associates, including temporary agency or contract workers and vendors. Applicants for regular employment will be required to take and pass a drug test following an offer of employment and before commencing work. Associates who perform safety-sensitive work regulated by the United States Department of Transportation (DOT) and who are subject to drug and alcohol testing rules and regulations issued by that agency's operating administrations (the Federal Motor Carrier Safety Administration or Pipeline and Hazardous Materials Safety Administration) must comply with the Airgas policies implementing those rules and with this policy. Vendors are not subject to testing under this policy but are expected to comply with Airgas rules on drug and alcohol use while performing work for Airgas or present on Airgas premises. Temporary workers suspected to be in violation of this policy will be referred to their supervisors for testing and may be removed and barred from the workplace.

#### **3.0 Consequences of a Policy Violation**

Compliance with this policy is a condition of employment. Individuals who violate this policy may be subject to discipline, up to and including termination from employment or assignment. Job candidates in violation of this policy will not be hired.

Where required by law, Airgas will permit an associate who has violated this policy to participate in and complete a prescribed and approved drug or alcohol abuse assistance or education program as a condition of continued employment. Such associates will be required to enter into a Return-to-Work Agreement setting forth the conditions of continued employment in accordance with those laws.

Airgas encourages associates who may need assistance with substance abuse concerns to seek such assistance voluntarily, before substance abuse impacts their behavior or performance. See Section 5.0 for information on Associate Assistance options if you think you may need assistance with drug or alcohol issues.

#### **4.0 Drug and Alcohol Prohibitions**

- 4.1 ***Drug Abuse*** – Airgas insists upon a safe, drug-free work environment for the benefit and safety of all associates. Airgas prohibits the unlawful use, sale, attempted sale, conveyance, distribution, manufacture, purchase, attempted purchase, possession, cultivation, and/or transfer of drugs or hallucinogens, regardless of whether the individual is working or on Company or customer premises. “Illegal drugs” means all drugs for which the use or possession is regulated or prohibited by federal, state, or local law, and includes prescription medication for which the individual does not have a valid prescription, or which is used in a manner inconsistent with the prescription. Please note that although some jurisdictions have elected to decriminalize the use of marijuana for medical and/or recreational purposes, marijuana remains illegal as a matter of federal law and therefore prohibited by this policy. Airgas will not accommodate or excuse associate use of marijuana unless expressly required to do so by law. Associates subject to regulation by the U.S. Department of Transportation (DOT) are barred from using marijuana for any purpose.
- 4.2 ***Alcohol Use and Misuse*** – Airgas strictly prohibits the use of alcohol while on the job, while on Airgas property, while operating a Company-provided vehicle and while representing the Company in any way, except as explained below. Associates are prohibited from working or coming onto Airgas premises (including vehicles) with any amount of alcohol in their systems. Associates in safety-sensitive positions are cautioned against using alcohol before reporting to work, and associates subject to DOT regulation are affirmatively banned from using alcohol within 4 hours of arriving ready to perform regulated work.

On occasion, the Company may authorize the use of alcohol at Company-sponsored or approved events, with the approval of senior management given in advance. If you choose to consume alcohol at such events, you are expected to act responsibly at all times and to refrain from becoming intoxicated or impaired. If you occupy a safety-sensitive job, and you consume alcohol pursuant to this policy exception, you must not report back to work following the conclusion of the event.

- 4.3 ***Prescription or Over-the-Counter Medications*** – Airgas recognizes that many people use prescription and over-the-counter medicines. This policy does not bar associates from the lawful use and possession of prescribed or over-the-counter medications. However, an associate taking medication should consult with his or her health care professional or review dosing directions for information about the medication’s effect on the associate’s ability to work safely. If you must use a

prescription or over-the-counter drug that may impact your ability to work safely, you have an affirmative obligation to report the use of that drug or medication by completing the Medication Disclosure Form and returning it to your supervisor to be shared with your regional Human Resources Manager. For safety reasons, medicines that must be brought to the workplace or carried by any person onto our premises should be carried in their original containers.

Commercial motor vehicle drivers must observe limits on the use of prescription medicines as provided by the Federal Motor Carrier Safety Regulations. See the Airgas DOT-Regulated Drivers Drug & Alcohol Policy for details.

The use of prescription drugs other than by the person for whom the drug is prescribed is illegal, and prohibited by this policy.

- 4.4 ***Drug Paraphernalia*** – No associate shall bring drug paraphernalia onto Company premises or property or into Company vehicles. Drug paraphernalia includes pipes, bongs, rolling papers, clips and other items used in the ingestion or consumption of illegal drugs, or items used to assist in tampering with or adulterating a test specimen. Violation of this rule may result in disciplinary action, up to and including termination.
- 4.5 ***Cooperation with Law Enforcement*** – Any suspected illegal substances found on Company property (including Company parking lots and vehicles) may be turned over to a law enforcement agency, and the Company will cooperate with law enforcement authorities in any resulting investigation.

## 5.0 Associate Assistance

- 5.1 ***Self-Identification*** – Drug and alcohol abuse present safety and security concerns as well as health issues. If you need help in dealing with such problems, you are encouraged to seek assistance from a medical professional. If you voluntarily seek assistance from an appropriate health care provider and notify your manager of such counseling or treatment, your medical information will remain confidential to the fullest extent practical and used only to administer the policy and to ensure workplace safety.
- 5.2 Airgas offers associates an Employee Assistance Program (“EAP”) from which you may obtain assistance with drug and alcohol problems or concerns. The EAP can provide evaluations of associates and make appropriate referrals for treatment to outside providers. You may call LifeWorks at 888-267-8126 for assistance. The cost of treatment will be at the sole expense of the associate unless provided for under the associate’s medical plan.

No disciplinary action will be taken against any associate because the associate has come forward to the Company regarding drug/alcohol concerns before the Company has asked the associate to submit to a drug or alcohol test or prior to the Company learning of a violation of the drug and alcohol policy (except that the associate may be removed from safety-sensitive work while seeking assistance). Associates who self-refer will be required to submit to return-to-work and follow-up drug tests, and may be required to submit to return-to-work and follow-up alcohol tests to ensure that they remain in compliance with the policy and are able to work safely.

Voluntary requests for assistance will not prevent disciplinary action for violations of Airgas' policies, or excuse substandard work performance. For this reason, you are encouraged to seek assistance, if needed, promptly. If you elect to pursue counseling or treatment and are able to continue to work, you must continue to meet all established standards of conduct and job performance.

Each request for assistance will be treated as confidential and only those persons with a need to know will be made aware of the request. An associate may be eligible for a leave of absence in accordance with Airgas Human Resources policies.

- 5.3 ***Mandatory Referrals*** – Airgas will refer an associate who has violated its drug and alcohol testing rules to its Employee Assistance Program for evaluation and referral where required by law. Individuals whose employment is not terminated following a policy violation will be required to complete any education and/or treatment prescribed for that individual as a condition of continued employment.

## 6.0 **Drug-Free Workplace Act Compliance**

Airgas is subject to the requirements of the federal Drug-Free Workplace Act of 1988 by virtue of its contracts to provide services to the U.S. Government, and occasionally contracts with states that have similar requirements.

- 6.1 ***Criminal Convictions*** – All associates must inform the Company as soon as possible but in any case within five (5) days if they are convicted of a drug or alcohol related crime. A conviction means a finding of guilt, including a plea of guilty or no contest, or imposition of sentence, by any judicial body. Airgas will report drug convictions occurring in the workplace to the contracting agency or government entity where required by law and/or contract to do so. Within 30 days of the date it learns of a conviction, the Company will discipline the associate.
- 6.2 ***Arrests*** – Associates who drive on business (including forklift operators) for Airgas must inform the Company as soon as possible but in any case within five (5) days, if they are arrested and charged with a drug or alcohol related crime and should not perform any safety-sensitive function before doing so. The fact of an arrest, standing alone, will not necessarily lead to discipline, but will be used to determine if the associate is qualified to perform assigned tasks while the matter is pending.
- 6.3 ***Educational Materials*** – Information concerning the effects of alcohol and controlled substances on an individual's health, work and personal life and related materials are available to all associates from Human Resources and our EAP.
- 6.4 ***Acknowledgment of Receipt*** – Associates will be required to sign a receipt acknowledging that they have received this Policy where required by law.

## 7.0 **Drug & Alcohol Testing**

Airgas may test for the presence of some or all of the following substances, or their metabolites: marijuana (THC, hemp) and synthetic marijuana, cocaine (coca tea, benzoylecgonine), opiates (including heroin, morphine, and codeine), amphetamines (including methamphetamine and non-prescribed unlawful stimulants such as MDMA (“ecstasy”) MDEA, and MDA), barbiturates, benzodiazepines (Valium, Xanax), opioids (including methadone, hydrocodone, and oxycodone), methaqualone (Quaaludes), phencyclidine (PCP or “angel dust”), propoxyphene, and alcohol.

Testing may occur in the following circumstances:

- 7.1 ***Pre-employment Drug Testing*** – Applicants for employment will be required to take, and pass a pre-hire drug test as a condition of hire no later than two (2) days after being asked to take a test. Applicants who test positive will not be hired and will be ineligible to reapply for hire for a period of twelve months. Applicants who refuse to complete the testing process will be considered to have voluntarily withdrawn from the application process. Applicants may not begin working before a negative test result is received. If an applicant receives a negative dilute test result, he or she will be asked to take a second drug test, and may be offered the opportunity to submit a hair or saliva sample for testing. If the applicant declines the second test, Airgas will consider the dilute result to be a refusal to test.
- 7.2 ***Drug Testing for Acquisitions*** – People offered an opportunity to become hired by Airgas as a result of an acquisition will be drug tested in accordance with Airgas procedures for applicants receiving a conditional offer of employment.
- 7.3 ***Reasonable Suspicion Drug and Alcohol Testing*** – When the Company has a reasonable suspicion that an associate is impaired or affected on the job by alcohol or illegal drugs and when the Company has a reasonable suspicion that alcohol or illegal drugs are present in an associate’s system, the associate will be required to submit to an alcohol and drug screen test immediately upon demand by the company.

Requests for reasonable suspicion tests will be based upon reasonably contemporaneous observations of the individual’s behavior or performance, or other indication that this policy may have been violated. Examples of observations or facts that may trigger a request to submit to a reasonable suspicion test include, but are not limited to, one or more of the following:

- observed suspected drug or alcohol abuse or misuse;
- bizarre or erratic behavior, including unexplained violations of safety rules, unexplained change in job performance, or a pattern of conduct that indicates substance abuse may be a problem;
- observed suspected possession of alcohol, illegal drugs or drug paraphernalia on Airgas premises or in the associate’s work area;
- information provided by either a reliable and credible source or which is independently corroborated; and/or



- a physical appearance, smell, or symptoms which may indicate drug or alcohol abuse.

Associates asked to take a reasonable suspicion drug and/or alcohol test will be transported to the collection site for testing and then home. The associate will not return to work pending receipt of test results.

- 7.4 ***Post-Accident Testing*** – Associates working in safety-sensitive roles who cause or contribute to an accident while working, while on company property or business, or while operating a company vehicle or equipment, will be required to submit to a drug and alcohol test. An “accident” or “injury” for this purpose means an incident involving either: (1) bodily injury to any person requiring medical treatment away from the scene, or (2) significant property damage.

Drug and alcohol tests will be performed as soon as possible, but after necessary emergency first aid or other medical treatment has been provided. An associate must not use alcohol for eight (8) hours following an accident or until he/she undergoes a post-accident alcohol test, whichever occurs first. The associate will not be allowed to return to work until negative test results are received. All post-accident alcohol tests will be completed within 8 hours of the accident and all drug tests within 32 hours of the accident.

- 7.5 ***Random Testing*** – Associates in safety-sensitive positions may be subject to random drug and alcohol testing. Associates will be selected from the group of associates subject to random testing by Airgas’ outside testing administrator using a random selection mechanism. Each associate in the random testing pool will be subject to testing every time selections are made. Since the selection process is truly random, an associate may be selected for testing more than once during the year. Some associates chosen for drug testing may also be selected for alcohol testing. When a supervisor informs an associate that he or she has been selected for a random test, the associate must report immediately for testing and may not engage in any further work until the test has been taken. Associates may continue to work while awaiting the results of the test.

Associates subject to random testing will be notified at the time of hire, when they transfer into a safety-sensitive position, or when the requirement becomes applicable to their position.

- 7.6 ***Return-to-Work and Follow-Up Testing*** – When required by law, Airgas will permit an individual who has abused drugs or alcohol in violation of this policy to return to work, provided he or she is first evaluated by an Airgas-approved substance abuse treatment provider and has successfully completed any course of education or treatment recommended and is released to return by the treatment provider. As a condition of continued employment, the associate will be asked to sign a return-to-work agreement. In addition, before returning to work, the associate must take and pass a return-to-work drug and/or alcohol test and agree to submit to frequent unannounced drug and/or alcohol tests for a period of up to two years (five years for DOT-regulated safety-sensitive associates). Return-to-work drug and/or alcohol tests may also be required for associates who have self-referred that they are in need of treatment. Associates who test positive on a return-to-work or follow-up test will be terminated from employment. The number

and frequency of follow-up testing shall be directed by a substance abuse professional, approved by Airgas, and shall consist of at least six (6) tests in the first twelve (12) months following the associate's return to work.

7.7 ***Customer-Required Testing*** – Airgas customers may condition a contract or assignment upon an associate's agreement to submit to the client or customer's own drug and/or alcohol testing program, or may require the associate to submit to a pre-placement/pre-access drug test conducted by Airgas. Where required by law, Associates subject to such testing requirements will be so notified at the time they apply for or are transferred to a position or assignment subject to such testing, or when the requirement becomes applicable to that position. Failing to comply with a customer's reasonable requirements with respect to the use of illegal drugs or alcohol will be treated as a failure to comply with this policy.

## 8.0 **Testing Procedures and MRO**

8.1 ***Consent*** – No alcohol test may be administered, sample collected, or drug test conducted on any sample without the written consent of the person being tested. However, a person's refusal to submit to a proper test will be viewed as insubordination and will subject the person to disciplinary action, up to and including termination. Airgas will pay the costs of all drug and/or alcohol tests it requires of associates and applicants.

8.2 ***Collection and Chain-of-Custody*** – Airgas uses the services of a qualified vendor or vendors to administer its drug and alcohol testing programs. Persons being tested will be asked to provide a test sample by the collection site person or medical personnel. Procedures for the collection of specimens will allow for reasonable individual privacy. Urine specimens will be tested for temperature, and may be subject to other validation procedures as appropriate. Negative dilute urine specimens may require a second collection. The collection site person and the person being tested will maintain chain-of-custody procedures for specimens at all times.

8.3 ***Testing Methods*** – Drug test specimens may include urine, hair, or saliva (oral fluids). All drug test samples will be screened using an immunoassay technique and all presumptive positive drug tests will be confirmed using gas chromatography/mass spectrometry (GC/MS). Confirmatory drug tests will be conducted by a laboratory certified by the federal Substance Abuse and Mental Health Services Administration to conduct workplace drug testing. Alcohol tests may be conducted using breath, saliva, or blood, and will ordinarily be conducted and confirmed immediately at the collection location. A test result showing 0.02 percent or more alcohol in an individual's system will be considered a positive test result. Tests will seek only information about the presence of drugs and alcohol (or their metabolites) in an individual's body and will not test for any medical condition.

8.4 ***Medical Review*** – Airgas contracts with a Medical Review Officer ("MRO") (a health care professional with an expertise in toxicology) who will attempt to contact any individual whose drug test sample is confirmed positive by the laboratory. The MRO will offer the individual an opportunity to discuss, in confidence, any legitimate reasons he or she may have that would explain the positive drug test. If

the individual provides an explanation acceptable to the MRO that the positive drug-test result is due to factors other than the consumption of illegal drugs or other prohibited behavior, the MRO will order the positive test result to be disregarded and will report the test as negative. Otherwise, the MRO will verify the test as positive. The MRO may also review test results that are apparently dilute, substituted, or adulterated. Individuals will be provided with a copy of the notice of their own non-negative test results. The MRO will not share information regarding an individual's use of lawful medications for legitimate reasons except as permitted by DOT regulation (i.e., where the use of a medication may render an individual medically unqualified to perform safety-sensitive work).

- 8.5 ***Right to Retest*** – An individual who tests positive for drugs may request, within seven business days, that his or her original sample be sent to an independent certified laboratory for an independent confirmatory test, at the individual's expense, although Airgas may suspend, transfer, or take other appropriate action pending the results of any such re-test.
- 8.6 ***Refusing a Test*** – An individual's refusal to submit to a required drug and/or alcohol testing will be considered a violation of this policy and will be grounds for termination. Attempts to tamper with, substitute, adulterate, dilute, evade, or otherwise falsify a test sample are considered refusals to submit to a test, as is a failure to appear at the testing location promptly after being asked to submit to a test.
- 8.7 ***Non-Discrimination*** – Persons responsible for implementation of a controlled substance and alcohol testing program shall ensure that the criteria for screening or actions taken as a result of screening are applied consistently.

## 9.0 **Policy Administration**

Safety-sensitive associates who are subject to drug and alcohol testing under either the Federal Motor Carrier Safety Administration's rules or the rules of the Pipeline and Hazardous Materials Safety Administration (i.e., DOT-regulated workers) must comply with the Airgas substance abuse policy applicable to their position and with this policy. DOT-regulated workers will be subject to testing under both policies, although for random testing purposes, workers will typically be enrolled either in the Airgas corporate random selection pool or the appropriate DOT random selection pool.

- 9.1 ***Confidentiality*** – All records relating to test results and associate medical information shall be kept confidential, and disseminated to and within Airgas only on a need-to-know basis. Such records will be kept in secure files separate from personnel files. Test results will not be released outside Airgas without the written consent of the tested individual, except as may be required by law or legal process. Associates may be asked to authorize the release of their test results to customers for the purpose of verifying customer testing requirements.
- 9.2 ***State & Local Law Modifications and Limitations of this Policy*** – Some states and localities where Airgas does business have certain restrictions on drug and alcohol testing. If a conflict arises between the terms of this policy and state

law requirements, Airgas will apply the policy in a manner that complies with the state law requirements for associates in that state or locality.

- 9.3 ***Designated Contact Person*** – Contact your Human Resources Director for information or further questions with respect to this policy.

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