

**AGREEMENT  
BETWEEN  
TEAMSTERS UNION  
LOCAL No. 542**



**AND**

**PRAXAIR**

**DISTRIBUTION, INC.**

**10/01/2020 THRU 09/30/2023**

**TEAMSTERS LOCAL UNION #542**

**GENERAL TEAMSTERS**

4666 Mission Gorge Place  
San Diego, CA 92120  
Phone: 619/582-0542  
Fax: 619/582-0059

Mailing Address: P.O. Box 600507  
San Diego, CA 92160

Branch Office: 2298 Merrill Center Drive  
El Centro, CA 92243  
Phone: 760/352-6571  
Fax: 760/352-6599

Web Address: [www.teamsters542.org](http://www.teamsters542.org)

E-Mail Address: [Local@teamsters542.org](mailto:Local@teamsters542.org)

Secretary-Treasurer: Jaime Vasquez  
President: Phil Farias  
Vice President: Cliff Cunningham  
Recording Secretary: Dwayne Garrett  
Trustees: Don Mack  
Curt Olson  
Lynda Linville

Organizers: Salvador Abrica x. 123

**Business Agents:**

**San Diego:**

Shelly Allsup	x. 110	Paul Samson	x. 106
Ron Cutitta	x. 105	Matt Snyder	x. 112
Phil Farias	x. 107	Nicole Moreno	x. 104
Dwayne Garrett	x. 119	Jaime Vasquez	x. 116
Alvin Mitchell	x. 120	Mike West	x. 115

**El Centro:**

Ruth Duarte  
Flavio Grijalva  
Mike Morales

**Office Personnel:**

**Office Manager/Bookkeeper:**  
Teresa Diaz x. 103

**Administrative Assistants:**  
Ofelia Solano (El Centro)  
Carmen Haro x. 101  
Evelyn x. 102

The following is the Collective Bargaining Agreement in settlement of  
all outstanding issues in the negotiations between

Teamsters Local Union 542

and

PRAXAIR DISTRIBUTION, INC.

San Diego, California.

10/1/2020 – 9/30/2023

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## **Preamble**

This agreement is by and between Praxair Distribution, Inc. hereinafter referred to as the "Employer" or "Company", and Teamsters Local Union No. 542, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

## **Witnesseth**

The parties have agreed and do hereby agree as follows

## **Article I** **Recognition**

The Company recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours, and other conditions of employment for its employees at 2205 Newton Ave, San Diego, CA 92113, for whom job classifications and wage rates are shown in Article V herein. As used in this Agreement, the term "employee" includes all workers covered by this Agreement, whether male or female, and the use of the masculine pronoun or other masculine terms shall also include the feminine.

## **Article II** **Union Security**

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.

## **Article III** **Hours of Work and Overtime**

A. Eight (8) consecutive hours or ten (10) hours when working a four (4) times ten (10) work-week, exclusive of lunch period shall constitute a day's work. Forty (40) hours, Monday through Sunday, shall constitute a week's work. Lunch period one-half (1/2) hour unpaid.

Employees hired prior to 1/1/2011 would remain on a Monday – Friday work schedule. If these employees are required to work Saturday and or Sunday – employees that have volunteered based on seniority, work schedule and qualifications will be considered. If no one volunteers then the least senior based on work schedule and qualifications will be forced to perform said work.

Employees hired after 1/1/2011 will be on a non-Monday through Friday work schedule consisting of consecutive days of work.

Employees are required and responsible to take their daily meal time in accordance with California state law. This time needs to be logged daily to verify it has been taken and is considered non-compensatory (non-paid) and non-working time.

Failure to properly take daily meal time is subject to disciplinary action. Employees may waive their 2nd lunch break if applicable in accordance with California law by signing a waiver.

B. Effective 10/1/2011, overtime at the rate of one and one-half (1 1/2) times an employee's straight time rate shall be paid for all hours worked in excess of eight (8) hours in any one (1) day, or forty (40) hours in any one (1) week.

C. Unless notified the previous day not to report for work, an employee reporting for work as scheduled for him, shall be given a minimum of four (4) hours work or four (4) hours pay if given no work, at his regular rate. If an employee performs some work, he shall be paid for eight (8) hours at his regular rate. On premium days, employees shall be guaranteed a minimum of four (4) hours work or pay.

#### Article IV Holidays

A. Paid holidays shall be as follows:

New Year's Day	Thanksgiving Day
Memorial Day	Friday following Thanksgiving
Independence Day	Day Before Christmas
Labor Day	Christmas Day

When any of these paid holidays fall on a Sunday, the following Monday shall be considered a holiday. When a holiday falls on Saturday, the employee shall receive eight (8) hours additional pay for that week at his shift rate of pay, when not worked. When an employee is required to work on a Saturday which is a designated holiday, he shall be paid eight (8) hours holiday pay in addition to rate of pay for working that day. In case of operational needs, the Company may change the above from a Monday to a Friday, The Company will notify the Union and employees of such change(s).

Change of holidays will be with a minimum two (2) weeks' notice.

B. If an employee works on one (1) of the above-mentioned holidays which falls on an employee's scheduled workday, he shall be paid for all hours worked on the holiday at the appropriate rate of pay as outlined in Article 3. Each employee who does not work on

a recognized holiday even if it is his scheduled day off is to receive eight (8) hours pay at his straight time rate. The holiday pay will not count toward the calculation of overtime.

**Article V**  
**Wages and General Information**

A. The straight time hourly rate shall be as follows:

	<u>Upon Ratification*</u>	<u>10/01/21*</u>	<u>10/01/22*</u>
Truck Drivers (require a minimum "B" license)	\$23.15	\$23.65	\$24.15
Operating a vehicle requiring an "A" license	\$23.50	\$24.00	\$24.50

\*Effective upon 1<sup>st</sup> Monday following ratification or first pay period on or after the effective date whichever is the later.

B. A list of Company rules mutually agreed to by all parties to the contract shall be observed by all employees covered by the contract.

C. Any employee's required to be on call will be compensated fifty (\$50.00) dollars a week extra, applicable to only one (1) person and with management prior approval.

**Article VI**  
**Health and Welfare Benefits**

The Employer shall pay monthly contributions to the Labor Alliance Managed Trust Fund for each eligible employee in the amounts set forth in this contract, or as may otherwise be designated by the Trustees of said Trust Fund. The Employer further agrees to abide by all terms of the Trust Agreement, the Plan document, and all rules and resolutions and actions of the Trustees of said Trust Fund, and execute a subscriber's agreement as a necessary condition of participation in said Trust Fund.

The Employer agrees to continue to provide benefits for its Union employees and contribute to the Labor Alliance Managed Trust Fund. The benefits are as follows: Medical Plan MDPSG, Plan D3 Dental, Life Plan L10, Prescription, Chiropractic, and Vision for all employees, and their dependents. The Company shall pay into such Trust Fund up to the amounts set forth for each eligible regular employee covered by this Agreement. A covered employee is an employee who has worked and/or been compensated a minimum of eighty (80) hours in the preceding month. Such payment shall be due on the first of the calendar month and shall become delinquent the twentieth (20<sup>th</sup>) day of each such month. Contribution requirements shall be determined by the Board of Trustees of the Labor Alliance Managed Trust Fund.

**Maintenance of Benefits**



All costs of the program and benefits described above shall be borne by the Employer contributions and Employee copayments as determined by the Trust Fund. Should the contributions be insufficient to maintain the schedule of benefits in existence as of the signing of this Agreement, due to circumstances beyond their control, Employer contributions shall be increased to an amount determined by the Trustees. The Employer will contribute the amounts outlined below. Any amount not covered by the Employer's monthly contribution will be paid by the employee on a pre-tax wage deduction.

May 1, 2020 - April 30, 2021	\$1,080.00/month
May 1, 2021 - April 30, 2022	\$1,105.00/month
May 1, 2022 - April 30, 2023	\$1,135.00/month

### **Eligibility**

For the purpose of determining eligibility for the Trust Fund benefits, an eligible employee shall be:

A regular, full time employee defined as a full-time employee on the payroll of the Employer who is compensated for eighty (80) hours or more during the preceding calendar month for which a contribution is due.

### **New Hire Eligibility**

Full-time employees who work eighty (80) or more hours in the preceding calendar month and their dependents are eligible for all benefit plans on the first day following the completion of three (3) full calendar months of employment. The Employer shall begin contributions to the Trust Fund at the inception of the employee's hire, when said employee works at least eighty (80) hours during the month.

### **Government Health Insurance**

When and if during the term of this agreement or any extension or renewal thereof, any employee covered by this agreement becomes entitled to apply for, or obtain Health Care or other Medical or Surgical benefits by reason of the enactment by the United States or the State of California of a government system of Health Insurance for employees, the Union and the Company will meet and confer regarding the feasibility and/or desirability of renegotiating the parties obligations with respect to Health Insurance.

## **Article VII** **Pension**

Effective November 1, 2019, the employer agrees to continue to make contributions in the amount of two dollars and eighty-two cents (\$2.82) per hour for each hour worked or paid to employees in all classifications covered by this agreement, up to a cap of forty-four (44) hours per week. In addition, the employer agrees to contribute an additional forty-seven cents (\$.47) per hour to provide the program for enhanced early retirement

**(PEER 80).** The total contribution shall be three dollars and twenty-nine cents (\$3.29) per hour up to a cap of forty-four hours per week.

Effective November 1, 2020, the employer agrees to continue to make contributions in the amount of two dollars and eighty-two cents (\$2.82) per hour for each hour worked or paid to employees in all classifications covered by this agreement, up to a cap of forty-four (44) hours per week. In addition, the employer agrees to contribute an additional forty-seven cents (\$.47) per hour to provide the program for enhanced early retirement **(PEER 80)**. The total contribution shall be three dollars and twenty-nine cents (\$3.29) per hour up to a cap of forty-four hours per week.

Effective November 1, 2021, the employer agrees to continue to make contributions in the amount of two dollars and eighty-seven cents (\$2.87) per hour for each hour worked or paid to employees in all classifications covered by this agreement, up to a cap of forty-four (44) hours per week. In addition, the employer agrees to contribute an additional forty-seven cents (\$.47) per hour to provide the program for enhanced early retirement **(PEER 80)**. The total contribution shall be three dollars and thirty-four cents (\$3.34) per hour up to a cap of forty-four hours per week.

Effective November 1, 2022, the employer agrees to continue to make contributions in the amount of two dollars and ninety-one cents (\$2.91) per hour for each hour worked or paid to employees in all classifications covered by this agreement, up to a cap of forty-four (44) hours per week. In addition, the employer agrees to contribute an additional forty-eight cents (\$.48) per hour to provide the program for enhanced early retirement **(PEER 80)**. The total contribution shall be three dollars and thirty-nine cents (\$3.39) per hour up to a cap of forty-four hours per week.

Reports with four (4) weeks will have a monthly maximum of one hundred seventy-six (176) hours and five (5) week months will have a monthly maximum of two hundred twenty (220) hours.

The contributions required to provide the program for enhanced early retirement will not be taken into consideration for benefit accrual purposes under the plan. The additional contributions for the **(PEER 80)** must at all times be sixteen point five (16.5%) percent of the basic contribution and cannot be decreased or discontinued at any time.

The Employer and the Union agree to execute the necessary trust documents required by the Trustees of the Western Conference of Teamsters Pension Trust as a condition of participation in such trust.

### **Article VIII** **Subsistence**

Employees held away from home overnight on a long delivery shall be reimbursed for reasonable and necessary expenses for meals and lodging.

**Article IX**  
**No Reduction of Wages**

No employee shall suffer a reduction of wages as a result of the signing and execution of this agreement.

**Article X**  
**Sick Leave**

Upon completion of the employees ninety (90) day probationary period, the employee shall be entitled to five (5) days or forty (40) hours beginning with their ninety first (91st) day of employment through December 31st of that year.

Beginning January 1, 2018 and every January 1 thereafter all employees will be given five (5) days / forty (40) hours of Paid Sick Leave (PSL) to use in that calendar year.

For the purpose of this Article, a calendar year is defined as January 1 of each year through December 31st of each year.

Unused Paid Sick Leave (PSL) will be paid out at the end of each calendar year.

Employees shall notify the employer of their need to use PSL prior to their scheduled start time and inform the Company of when they expect to return to work. Failure to do so may result disciplinary action.

Paid Sick Leave (PSL) shall be administered by the Company and followed by the employees in accordance with the California State and City of San Diego rules and regulations.

**Article XI**  
**Classification Jurisdiction**

Office or clerical employees may not work in any classification covered in this contract, except in cases of extreme emergency.

**Article XII**  
**Notice of Discharge or Termination**

Any employee terminated by the Company for other than drunkenness, dishonesty, stealing, fighting, falsification of records, falsification of time card, or under the influence of drugs shall be given one (1) week's advance notice or a week's pay in lieu thereof. Any employee who wishes to terminate his employment with the Company shall give the Company one (1) week's notice or forfeit all fringe benefits due him.

**Article XIII**  
**Uniforms**

The cost of purchasing and laundering of all required uniforms shall be fully borne by the Company.

**Article XIV**  
**Safety Shoes**

The Company will pay the cost per pair for safety shoes; as approved by management, the maximum number of two (2) pairs per year, to the following maximum per pair of safety shoes effective as follows:

October 1, 2017            \$140.00

Also, it will be considered a condition of employment that safety shoes be worn. Old pair of shoes must be turned in. Employees agree that safety shoes will only be used for work purposes.

**Article XV**  
**Job Injuries**

If an employee is permanently or temporarily incapacitated as a result of a job injury, the Company will make every possible effort to provide suitable work for him.

**Article XVI**  
**Notice of Hire**

The Company agrees to notify the Union in writing of a new employee after one (1) week of employment.

**Article XVII**  
**Funeral Leave**

In the event of a death in the immediate family of an employee who has one (1) or more years of seniority with the Employer, he shall, upon request, be granted such time off as is necessary to make arrangements for the funeral and attend same, not to exceed five (5) calendar days out of state, and three (3) calendar days in state. Payment shall be granted for regularly scheduled work days only. This provision does not apply if the death occurs during the employee's paid vacation, or while the employee is on leave of absence, layoff, or sick leave.

For the purpose of this provision, the immediate family shall be restricted to father, mother, brother, sister, spouse, child, grandparents, grandchildren, current mother-in-law, current father-in-law, current brother-in-law and current sister-in-law. At the request of the Employer, the employee shall furnish reasonable proof of death.

**Article XVIII**  
**Jury Duty or Witness**

The Employer shall continue to pay any employee whose absence, not to exceed ten (10) days per year, is due to serving jury duty or as a witness in a state or federal court case; provided, however, that all sums received by way of payment for jury duty or as a witness, shall be payable to the Company, to the end that no employee shall receive both his regular pay and jury duty or witness pay.

It is agreed that employees must make themselves available for work when not required to be in attendance as jurors or as witnesses.

**Article XIX**  
**Rights of Union Representatives**

An accredited representative of the Union, upon presentation of his credentials showing that he is such accredited representative, will have reasonable access to the Company's place of business on official business during working hours.

**Article XX**  
**Vacations**

A. Upon completion of one (1) year continuous service, employees will receive Vacation Time based on the following schedule:

1 year of service:	1 week
2 years of service:	2 weeks
5 years of service:	3 weeks
15 years of service:	4 weeks

Effective January 1, 2018 and every January 1 thereafter, all employees will be given their vacation as noted in the table above. When an employee triggers additional vacation weeks due to years of service that places them in the next vacation tier (2 weeks, 3 weeks, 4 weeks), the additional hours will be front loaded in January of that year permitted they trigger their next tier increase by December 31 of that calendar year.

For the purposes of a new employee hitting their one year of service, said employee will be given their 1 week of vacation upon completion of their first year of service. Starting the following January 1 after their one year anniversary, they will be awarded their vacation weeks as listed in the paragraph/table above.

B. Vacation pay shall be computed by multiplying the employees straight time rate by forty (40) hours in the case of employees entitled to one (1) weeks' vacation, and by eighty (80) hours in the case of employees entitled to two (2) weeks' vacation, and by one hundred and twenty (120) hours in the case of employees entitled to three (3) weeks' vacation, and by one hundred and sixty (160) hours in the case of employees entitled to four (4) weeks' vacation.

C. Pro-Rata Vacation Pay: Any employee who quits or is discharged after six (6) months of continuous service, shall receive pro-rata pay for any unused vacation which may be due to him at the time of his termination as follows:

- Six (6) months and less than one (1) year: three and one third (3 1/3) hours pay for each full month worked from date of hire.

D. Vacation Schedule: An advance vacation schedule will be posted in a location where the employees have easy access. Vacations shall be taken mutually agreed upon by the employer and the employee. The principal of seniority shall prevail as to choice of vacation time.

## Article XXI Seniority

A. Seniority shall be the determining factor in all increases and decreases of working forces and in the case of promotion. Seniority, as used herein, shall consist of the following factors, and when factors 2 and 3 are relatively equal, length of continuous service shall govern:

1. Length of continuous service in the bargaining unit,
2. Qualifications and ability,
3. Physical, fitness.

A more senior employee that is on a Monday thru Friday schedule (as outlined in Article 3) may bid on the non-Monday thru Friday work schedule November and/or April if selected then that individual may not bid out of the position until the next bid process.

If there is a layoff the more senior employees have the right to apply for any position provided they have the skill to perform said work and are willing to work the work schedule of said work.

B. Seniority shall be lost:

1. By quitting voluntarily,
2. By dismissal for cause,
3. By failure to answer to employment within three (3) days after the Company has sent via traceable means notice to the employee's last known address,
4. By unexcused absence of the employee for three (3) consecutive working days,
5. By a layoff of twelve (12) or more consecutive months.
6. Continuous absence for 12 months for occupational injury or illness.
7. Continuous absence for 12 months for non-occupational injury or illness.

New hires shall not have seniority until a full ninety (90) days with the Company. This is considered a probationary employment period. New hires may be discharged without recourse to the grievance procedure during said period. A new hire shall work under the provisions of this agreement and shall, after a ninety (90) day probationary period is completed, be placed on a regular seniority list; provided, however, that days worked replacing regular seniority employees off work for any reason shall not be counted against the three (3) month probationary period.

C. The Company may discharge any employee for cause, including but not limited to, insubordination, drunkenness, incompetence, theft, gross negligence, or failure to perform work as required, drinking, possession or under the influence of drugs or alcohol while on duty, refusal

to submit to a drug-alcohol test, possession of firearms on Company property, violence or threats of violence, falsification of Company records, theft, dishonesty or any other offense that an arbitrator determines to be just cause for termination. In case any employee feels he has been unjustly discharged, he may submit his case as a grievance, as provided in Article XXII, and may be reinstated with pay for time lost if just cause for the discharge is not shown.

## **Article XXII** **Grievances and Arbitration**

- A.** For the purpose of this agreement, a grievance is a claim by an employee or group of employees against the Company arising out of the meaning and/or application of a term or terms of this agreement. Any individual employee, group of employees, or the Union shall have a right to present grievances to the Company and to have such grievances adjusted.
- B.** All grievances must be presented within ten (10) working days from the date the event occurs which gives rise to the grievance. Neither party shall be under any obligation to consider any grievance which is not presented within the time provided herein. Any grievance that is not appealed within the times specified in this Article shall be considered as settled on the basis of the decision last given, and shall be final and binding upon the individual Company, the Union, and the employees involved. However, in all steps of the grievance procedure, an extension of time to appeal or answer a grievance may be agreed upon in writing.
- C.** The following procedure shall be followed:  
First: An effort shall be made to adjust the grievance by and between the employee having the grievance and the plant manager. If he so desires, the employee may also have a Union representative present and the grievance may be presented by the Union representative.  
Second: If the grievance is not resolved within five (5) days at the first level, and if the Union elects to proceed with it, the grievance shall be reduced to writing and an attempt will be made to adjust the grievance by and between the regional product services manager and a Union representative.  
Third: If the grievance is not resolved within ten (10) working days at the second level, it shall be promptly referred for adjustment to the appropriate Union official and a management representative of the Company. Thereafter an effort shall be made to adjust the grievance by the management representative and the official of the Union. The decision of the management representative on the grievance shall be in writing.  
Fourth: Any grievance which remains unsettled after having been fully processed pursuant to the first three (3) steps in the grievance procedure as set forth in this Article, and which involved the interpretation, application, or an alleged violation of a provision of this agreement, may be submitted to arbitration upon written request. Such request must be delivered by the requesting party to the other party within ten (10) working days after step 3 of the grievance procedure has been concluded.
2. If arbitration is requested, the Union and the Company agree to select an arbitrator from the FMCS through the process of elimination as set forth by the rules of FMCS.

3. The arbitrator shall be bound by the terms and provisions of this agreement, and shall have authority to consider only grievances presenting an arbitrable issue under this agreement. The arbitrator shall have no authority to add to, subtract from, modify, or amend any provisions of this agreement. Furthermore, it is specifically agreed that no arbitrator shall have the authority to establish or modify any wage rate of job classification, or authority to decide the appropriate classification of any employee. A decision of the arbitrator on any grievance within the scope of the issues submitted shall be final and binding on the individual Company, the Union, and the employee or employees involved.

4. The arbitrator's fee and expenses shall be borne equally by the parties to this agreement. Other expenses of arbitration will be paid by the party incurring them.

### **Article XXIII** **Shop Steward**

- A. The activities of the shop steward shall not interfere with his duties as an employee of the Company, nor with the normal regular operation of the Company's business.
- B. The Company recognizes the right of the Union to designate a job steward and an alternate.
- C. The authority of the job steward and alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:
  - 1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
  - 2. The collection of dues when authorized by appropriate local Union action;
  - 3. The transmission of such messages and information which shall originate with, and are authorized by, the local Union or its officers, provided such messages and information:
    - (A) have been reduced to writing, or
    - (B) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods, or any other interference with the Employer's business.
- D. The job steward and alternates have no authority to take strike action or any other action interrupting the Company's business, except as authorized by official action of the Union.
- E. The Company recognizes these limitations upon the authority of the job steward and the alternate, and not hold the Union liable for any unauthorized acts. The Company in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slow down, work stoppage, or interferes with the rights of management, in violation of this agreement.

### **Article XXIV** **No Strike - No Lockout**

The Union agrees that there shall be no strikes, slowdowns, or other interferences with production or deliveries, and the Company agrees that there shall be no lockouts.



**Article XXV**  
**Crossing Picket Line**

It shall not be considered a breach of this agreement for any employee to refuse to cross a Legal Primary recognized picket line which has been sanctioned by the Teamsters Local Union No. 542 or Teamsters Joint Council No. 42.

**Article XXVI**  
**Surety Bonds**

Employees shall be responsible for delivery of all merchandise to its destination so far as it is within their control, and all employees shall be required to check in all collections daily and in no case shall be allowed to be short at any time. If the Company so desires, it can require that each employee shall furnish, at the Company's expense, proper and satisfactory bonds, provided that this right on the part of the Company shall not be unreasonably exercised.

**Article XXVII**  
**Change of Entity**

If there is any change of entity of the Company, or name change, or the business is sold and the owner, or one of the owners, retain any interest in the business, all terms of the agreement shall remain in full force and effect for the term of this agreement. In the event that the business is sold outright, the new owner shall be bound to the terms of this agreement in the document of sale.

**Article XXVIII**  
**Leave of Absence Benefits**

- A. **Benefit Contributions During Periods of Absence:** If an employee is absent because of illness or off the job injury and notifies the Company of such absence, the Company shall continue to make the required contributions for a period of one (1) month after contribution for active employment ceases. If an employee is injured on the job, the Company shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.
  
- B. **Leave of Absence:** Employees shall be required to make arrangements to pay their own benefit contributions in cases where a leave of absence is granted, subject to approval of trustees of the plan.

**Article XXIX**  
**Management Rights**

The management of the business, including but not limited to the establishment of work rules, the direction of the working force, the right to hire, promote, transfer, or assign, suspend, demote, or discharge for just cause; the right to relieve employees from duty because of lack of work or other

legitimate reasons; and the right to determine the method of selling and distributing products and personnel required in supervisory, clerical, and other positions not included in the bargaining units; and the working schedules are hereby reserved to management. The exercise of management rights as described above shall in no way infringe on the rights of employees covered by this agreement. Employees covered under this agreement shall adhere to the Praxair Distribution Inc., drug and alcohol policy.

**Article XXX**  
**Union Dues**

The Company agrees to deduct from the employee's wages, dues and initiation fees due the Union upon receiving written authority from employees who authorize such deductions. Such deductions thus made shall be forwarded to the Union not later than the Fifteenth (15<sup>th</sup>) day of each month.

**\*\*\*\*\*THIS SECTION LEFT BLANK INTENTIONALLY\*\*\*\*\***

**Article XXXI**  
**Duration**

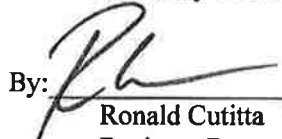
This agreement shall become effective as of the beginning of business on October 1, 2020, and shall remain in effect until the close of business on September 30, 2023. Should either party desire to amend, modify, or terminate this agreement as of the close of business on the anniversary date, it shall notify the other in writing of such desire at least sixty (60) days prior thereto. If no such notice shall be given, this Agreement shall automatically renew itself for another yearly period and from year to year thereafter, unless such notice shall be given by either party at least sixty (60) days prior to the expiration or anniversary date.

**IN WITNESS WHEREOF**, the parties hereto have affixed their signatures to execute this Agreement on October \_\_\_, 2020, hereinabove, written.

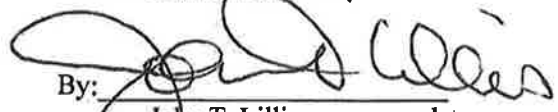
**AGREED TO AND ACCEPTED BY:**

Teamsters Local Union No. 542


By:  11/02/20  
Jaime Vasquez date  
Secretary-Treasurer

By:  11/02/20  
Ronald Cutitta date  
Business Representative

Praxair Distribution, Inc.

By:  date  
John T. Lillis date  
Labor Relations Manager

By:  11/02/2020  
Kristin Miranda date  
HR Manager

By:  11/20/20  
Raul Quintana date  
Branch Operations Manager