

**AGREEMENT BY AND BETWEEN  
Linde**



**12385 W. US HWY. SR. 201  
MAGNA, UT.**

**&**



**TEAMSTERS**

**LOCAL UNION NO. 222**

**December 18, 2024, through December 17, 2027**

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## CONTRACT

THIS CONTRACT is made and entered into by and between Linde located at 12385 W. U.S. Hwy. SR 201, Magna, UT, hereinafter referred to as the Employer, and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, LOCAL NO. 222 hereinafter referred to as the Union.

## WITNESSETH

That the Employer and the Union in consideration of the mutual promises and agreements contained herein, contract and agree that the following working Contract between said parties shall be and is hereby adopted.

### ARTICLE 1 – DURATION OF CONTRACT

Section 1. This Contract shall become effective on December 18, 2024, and shall remain in effect until 11:59 p.m., December 17, 2027, but shall automatically continue thereafter during annual periods only if neither party notifies the other in writing not less than sixty (60) days prior to an annual expiration date that a discontinuance or modification is desired. In the event of such notification, negotiations between the parties shall begin as soon as possible, following such notification. If, pursuant to such negotiations, an agreement on the renewal or modification of this Contract is not reached prior to the current expiration date, this Contract may be extended for a specified period by mutual written agreement of the parties.

### ARTICLE 2 – PURPOSE

Section 1. The general purpose of this Contract is to further the mutual interests of the Employer and the employees through orderly collective bargaining relations. The parties agree that the fundamental purpose of the Employer is to distribute a good quality product in sufficient quantities and at a cost low enough to permit the Employer to maintain its competitive position. It is agreed that the Employer alone has the responsibility of managing the business so that this objective can be reached. The Union and the Employer recognize that this result can be obtained only through the goodwill and cooperation of the employees.

Since the union and the employees have an interest in protecting the business of the Employer, because only successful operations give assurance of job security, the parties agree that everything possible will be done, individually and collectively, to establish a good reputation for the Employer among users of the products and the general public.

Section 2. The Employer recognizes that all employees who are eligible are entirely free to join the Union.

Section 3. The term "employee" as used in this Contract means any person employed by the Employer in the bargaining unit as set forth in Section 1 of this Article 2. Laid-off employee means any person with seniority rights to be recalled from layoff to work in the bargaining unit.

Section 4. The Employer will deduct the initiation fee and the regular monthly Union membership dues from the wages of each employee who authorizes such deduction, provided that this Contract or a succeeding Principal Contract is in effect and subject to the authorization.

Section 5. The Employer may use casual or part-time employees as replacements for absent regular employees or for other just needs as determined by the Employer. Such employees shall not attain seniority status under this Agreement. Such casual or part-time employees shall not be used in order to lay off currently working regular full-time employees and may not be used when any regular employees are on layoff unless such laid-off employees have been first offered the available work or are not available or able to perform such work.

Section 6. No applicant for employment and no employee under this Agreement shall be preferred or discriminated against by the Employer or by the Union because of membership or non-membership in the Union.

### **ARTICLE 3 – MANAGEMENT**

Section 1. The Employer shall continue to exercise its customary rights, responsibilities and prerogatives except insofar as they are specifically surrendered by express provision of this Contract.

### **ARTICLE 4 – HOLIDAYS**

Section 1. The following days shall be recognized as holidays:

New Years Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Labor Day	Christmas Day
Independence Day	5 Personal Days*

\*2 weeks advance notice and management approval are required. Approval of personal days will not be unreasonably denied. In the event a government entity by law requires the Employer to provide its' employees Paid Time Off (PTO) days then the parties agree to convert the above five (5) personal days to PTO days.

Team drivers do not split Personal Holiday pay – only the employee who qualifies for the “personal” holiday and/or premium for working said holiday receives said pay.

All hourly employees who do not work on a specified holiday will receive ten (10) hours' straight-time pay, subject to the provisions below.

- A. To be eligible for such pay, the employees must report for work on their last regularly scheduled working day immediately preceding the holiday and their first regularly scheduled working day immediately following this holiday unless excused by the Employer.

Absence due to bona fide illness on either of these scheduled workdays shall be considered an

excused absence.

- B. Employees who are instructed to work on a holiday but fail to report and do not have an acceptable excuse will receive no pay for that holiday.

Section 2.

- A. Drivers who are required to work on a local trip on any of the aforementioned holidays and work eight (8) hours or less shall receive time and one-half the basic straight-time rate for the hours worked, plus ten (10) hours straight-time holiday pay. For all hours worked in excess of eight (8) hours on such observed holiday, employees shall be paid double time and one-half for such hours.
- B. Drivers working a mileage trip on a holiday shall receive ten (10) hours holiday pay or an amount of hours of holiday pay equal to the hours worked if more than ten (10) hours are worked on the holiday (including both on duty, not driving and on duty, driving hours). The hourly pay for on duty, not driving shall be at the rate of time and one-half (1½). Drivers will be paid the mileage rate for all miles driven in addition to the above holiday pay.

Section 3. The actual number of hours worked on a specified holiday will not be included in the total hours for the week for the purpose of calculating weekly overtime.

Section 4. When a recognized holiday falls on a Saturday, it will be paid for at straight-time, subject to the provisions of Section 1 of this Article 4.

Section 5. When a recognized holiday falls during an employee's vacation, the employee will be given the choice of pay in lieu of the holiday or an additional day off to be taken at a mutually acceptable later date.

Section 6. The practice of scheduling holiday bids shall be as follows:

- A. The Company will post a list prior to the holiday asking for volunteers to work the scheduled holiday. Those interested will sign the posting. Volunteers will be selected by seniority provided they have the required DOT hours to perform the work and are qualified to perform said work.
- B. If there are insufficient volunteers, drivers will be forced in reverse seniority order provided they have the required DOT hours to perform the work and are qualified to perform said work. The least senior qualified driver will be required to work the holiday as needed.

## **ARTICLE 5 – HOURS OF WORK DRIVERS**

Section 1. A tour of duty is from the time an employee or team reports for work until the driver or team is relieved of duty at the driver's(s') home terminal.

For the purposes of this section, any day on which a driver is paid due to holiday, vacation, Jury duty, and/or funeral will constitute a tour of duty.

The above constitutes neither a limitation nor a guarantee of hours of work. However, less senior employees will be laid off before the normal workweek for more senior employees is reduced to less than forty (40) hours over a four (4) week period.

The payroll week shall begin at 12:01 a.m. on Monday and end at 12:00 midnight on the following Sunday.

Section 2. On a single mileage trip that requires a layover, a new tour of duty will begin if the driver is re-dispatched on another mileage run or extended on an hourly run after his/her return to the home terminal.

Section 3. A local tour of duty entirely confined to within one hundred fifty (150) actual road miles of the home terminal shall be paid the hourly rate of pay. Such work shall be defined as "local work."

Section 4. All local work performed over ten (10) hours in any one tour of duty, and all local work performed on the sixth (6) and seventh (7) tour of duty within the payroll week, shall be paid for at the overtime premium rate of one and one-half (1½) times the straight-time hourly rate. Overtime shall not be pyramided.

Section 5. A single-man tour of duty requiring a driver to go outside the one hundred fifty (150) mile radius from the home terminal, with or without layover(s), shall be paid the single mileage rate for all miles driven, plus the straight-time hourly rate for all other payable work items. Said work shall be defined as "Single-man Mileage Work".

Section 6. Deliveries made within the one hundred fifty (150) mile local radius en route to, or returning from mileage runs are defined as en route deliveries and will be paid the straight-time hourly rate for time unloading plus the mileage rate for all miles driven.

Section 7. Drivers shall be paid the sleeper mileage rate split equally between both drivers for all miles driven and all payable work hours at the straight-time hourly rate, split equally between each driver.

Section 8. When driver(s) report for work on their regularly dispatched run, they will receive a minimum of four (4) hours of pay, or if the driver(s) are directed to work they will receive either a minimum of eight (8) hours work or pay. Driver(s) attending a mandatory meeting will receive a minimum of four (4) hours of work or pay. There is to be the understanding that the above guarantees are voided if the employee(s) does not complete the workday due to illness, personal emergency, etc.

Section 9. An onboard computer shall be used to determine mileage pay over routes operated. The Company will maintain the onboard computer.

Section 10. The governing hourly rate of pay shall be paid for all time spent en route fueling, chaining or unchaining tires, or waiting for roads to be cleared, or waiting for equipment to be repaired provided the driver is required to stay with the equipment. This section will not apply if the driver is on layover status.

Section 11. When it becomes necessary for drivers to leave a paved road surface onto a road in order to complete a delivery, the governing hourly rate will be paid for the time of departure from said roadway surface until the return to the paved roadway. The miles traveled while on dirt roads will be deducted from overall trip miles.

**ARTICLE 6 – WAGES**

<b>Classification</b>	<b>Current 12/18/2023</b>	<b>12/18/2024*</b>	<b>12/18/2025**</b>	<b>12/18/2026**</b>
Local Rate	\$32.50	\$34.50	\$35.65	\$36.80
Single Mileage	\$0.6075	\$0.6475	\$0.6675	\$0.6875
Team Mileage (Sleeper split)	\$0.775	\$0.835	\$0.855	\$0.875

\*The 1<sup>st</sup> Monday following ratification of the new Collective Bargaining Agreement or the 1<sup>st</sup> Monday following 12/18/2024 whichever is the later.

\*\*The above increases are effective the 1<sup>st</sup> Monday following the above dates.

The following will receive the additional premium when operating a Tridem axle trailer or Jumbo trailer:

- Single mileage            additional \$0.03/mile
- Team mileage            additional \$0.05/mile (equally split)

Drivers that perform training will be paid a flat amount of thirty-five dollars (\$35.00) per day while they are training.

Any delivery to a customer routed North on US189 with a final destination of Kemmerer, WY between the months of November and April, will receive a fifty (\$50.00) dollar premium. Maximum of one (1) per trip.

**ARTICLE 7 – VACATIONS**

Section 1. Vacations shall be granted to all employees in accordance with the Vacation Plan of the Employer, copy of which is attached, Schedule "B".

## **ARTICLE 8 – SENIORITY**

Section 1. The seniority of present employees in the bargaining unit shall be determined by the seniority list dated December 17, 2006 and signed by the Employer and the Union. Such list shall be given to the Union. All employees subsequently hired or transferred into this bargaining unit after December 17, 2006 shall have seniority computed from the date of hire or transfer into the bargaining unit subject to the provisions of this Article 8 Section 2. Such seniority list shall be updated as changes occur with a copy to the Union.

After October 10, 1998 in the event that more than one employee has the same hiring date, their relative seniority will be based on their Social Security number. The lowest number reflected by the last four (4) digits will indicate the most senior employee.

Section 2. Employees shall not be given seniority status until they have completed one hundred fifty (150) calendar days of service with the Employer, and until such time shall be subject to layoff, suspension, transfer, demotion or discharge, at the sole discretion of the Employer. Such probationary period may be extended by mutual agreement between the Company and the Union.

Section 3. Employees who are laid off due to a reduction in force and who are subsequently recalled within eighteen (18) months after their layoff shall, upon return to work have the same position on the seniority list as they had prior to layoff. Laid-off employees having seniority rating shall lose their seniority if they fail to report for work within five (5) working days, unless otherwise mutually agreed in writing, when offered reemployment by the Employer Notice in writing mailed by Certified Mail to each employee at the last address known by the Employer, with a copy to the Union, shall be considered satisfactory notice for this purpose.

Section 4. Employees will lose their seniority under any one of the following conditions:

- A. If they are laid off for a period exceeding eighteen (18) months;
- B. If they fail to report for work for three (3) consecutive days without making a satisfactory explanation to his/her immediate or designated supervisor;
- C. If they are discharged for just cause;
- D. If they voluntarily quit;
- E. If they do not return from an occupational disability after eighteen (18) months from the date of the injury or after twelve (12) months from the date of a non-occupational injury or illness.

Section 5. Layoffs will be made in accordance with seniority, subject to the employees continuing ability to perform the required work.

## **ARTICLE 9 – GRIEVANCE PROCEDURE**

Section 1. The Employer recognizes the right of an employee and the Union to file a grievance. The Union shall appoint Stewards, and the Stewards shall be authorized by the Union to handle grievances.



The parties shall make an earnest effort to adjust grievances as promptly as possible in accordance with the following procedure:

**STEP 1.** If the Union or an employee has a grievance, the employee or the Steward or both (at the option of the employee) may discuss it with the immediate Supervisor within ten (10) days after the occurrence out of which the grievance arose or that grievance shall forever be terminated, The Supervisor shall give a verbal answer within two (2) days following such discussion.

**STEP 2.** If the Supervisor's answer in Step 1 is not satisfactory, the grievance must be reduced to writing and presented to the Employer within five (5) days following the Supervisor's answer in Step 1. The Employer shall discuss the grievance with the Union, Steward and grieved employee within five (5) days after receipt of the written grievance. The Employer's written answer shall be given to the union within five (5) days after discussion of the grievance in Step 2.

**STEP 3.** If the Employer's answer in Step 2 is not satisfactory, the grievance may be processed further if the Union so requests in writing to the Employer or his designated representative within ten (10) days after the reply in Step 2 was given. If so processed further, the grievance shall be discussed at a meeting whose date was agreed upon within ten (10) days after the Employer's receipt of the request attended by a representative of the Employer, the Manager, the Union and the Steward. The Employer's representative shall mail or email the Employer's answer to the Union representative within ten (10) days after their meeting.

**STEP 4.** If the Employer's answer in Step 3 isn't satisfactory, and if the grievance involves the interpretation or meaning of a provision of this Contract or an alleged violation thereof, then only may the grievance be submitted to arbitration as set forth below.

- A. The Union shall notify the Employer's representative in writing of the Union's intention to arbitrate the grievance. This notice shall be mailed or emailed within ten (10) days after receipt of the Employer's Step 3 answer.
- B. The grieving party shall request a panel consisting of seven arbitrators from the Federal Mediation and Conciliation Service within thirty (30) days from the date of notification to arbitrate. The non grieving party shall be the first to strike from the list of arbitrators, and alternate listing names until one arbitrator remains. The remaining arbitrator will hear the grievance and render a decision. The decision is final and binding. The arbitrator shall not have the power to add to, delete from or modify the terms of this Contract. The loser pays 100% of arbitrator's expenses.

Section 2. The Employer agrees that its representatives will meet with Union representatives on the Employer's time within reasonable limits through the steps of the Grievance Procedure up to, but not including, Arbitration. The Steward and the employee with a grievance will be excused from work to attend, but if they are not working they will attend on their own time. The Company agrees paying only the steward for the initial disciplinary action meeting with a Company representative. The Company will set the time of the grievance meeting after the time of dispatch of the Steward is with the understanding that whenever possible the meeting will immediately precede or follow his tour of duty.

## ARTICLE 10 – DISCIPLINE, SUSPENSION & DISCHARGE

Section 1. Discharge or Suspension: The Company shall not discharge or suspend any employee without just cause. Discharge or suspension must be by proper written notice to the Union and the employee affected. The employee or Union may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done to an employee, that employee shall be reinstated, with or without back pay. Appeal from discharge or suspension must be taken within ten (10) days by written notice and a decision reached within thirty (30) days from the date of discharge or suspension.

Section 2. Warning Notice Limits: A letter of warning shall not remain in effect for a period of more than twelve (12) months for non-safety related from the date of said warning letter. Warning letters for safety related issues are valid for eighteen (18) months from date of discipline. Non safety related discipline is valid for twelve (12) months from the date of said discipline. For discipline to be considered as valid, it must be issued within twelve (12) days after the occurrence or knowledge thereof of the violation claimed by the Company in such warning notice.

The Company will give copies of all warning notices to the steward and the Union.

Section 3. Dispute: In the event of dispute as to whether or not "just cause" exists, such dispute may be processed through the grievance procedure contained in the Agreement. Appeal will begin at Step 2 of the grievance procedure.

Section 4. Discharged away from Home: An employee discharged away from his home terminal shall be provided reasonable transportation to his home terminal at the Company's expense.

Section 5. Pay upon Discharge or Quit: Upon discharge the Company shall pay all monies due the employee as governed by requirements of state law but no later than the normal pay period.

## ARTICLE 11 – GENERAL

Section 1. An employee who leaves to enter Military Service shall be covered by the military policy of the Employer in effect at that time. It is agreed that the provisions of this Section shall be applied to employees who have served in the United States Armed Forces as provided by applicable Federal Laws or Regulations.

### Section 2.

- A. In the event that a driver is required to layover during any round trip away from his home terminal, he shall be compensated for subsistence and layover time as follows:
- B. For subsistence purposes the Company will pay actual cost of motel upon presentation of receipt by driver. The driver is responsible for submitting expense reports and receipts timely. No personal use of the Company charge card is permitted. Also, the driver will receive the following amounts for meals:

1. Layovers – Fourteen dollars (\$14.00) effective 12/18/2024, for each full eight (8) hours of such trip requiring a layover, starting when the driver leaves the home terminal and ending when the driver returns to the home terminal.
2. Sleeper cab, two (2) man operations - Each driver will receive a meal allowance of Fourteen dollars (\$14.00) effective 12/18/2024, after twelve (12) hours from when the trip leaves the home terminal and then after each additional six (6) hour period thereafter until the end of the sleeper cab trip.
3. No driver shall be required to layover more than sixteen consecutive, hours without pay. During a layover of more than fifteen (15) hours, the first fifteen (15) shall be unpaid, the next eight (8) hours shall be paid at the employees regular straight-time hourly rate of pay and so forth on an alternating basis until the end of the layover.
4. A driver on a single run with a sleeper tractor may elect to sleep in the tractor instead of a motel and shall be paid fifty dollars (\$50.00). This is not applicable to sleeper teams.
5. Subsistence pay for team drivers will be forty-one dollars (\$41.00) per day, for each driver, on driving days only.

Section 3. There shall be no pay allowance for meal periods, coffee stops, rest periods, making up sleeper bunks, preparing logs, or pay reports or en route equipment checks.

Section 4. Check-in and check-out time to be thirty (30) minutes paid for the driver on duty.

Section 5. Supervisory personnel shall not perform any work regularly done by any employee covered by this Contract except in an emergency, for the purpose of instruction, or to assure the proper performance of work.

Section 6. The Company will pay one hundred and seventy-five (\$175.00) dollars per year toward the purchase of safety shoes. Such amount will be included in the employee's pay during the first Quarter of each year. Safety shoes and other safety equipment required by the Company must be worn as directed.

Section 7. In case of a death in the immediate family of employees, the Employer will protect employees against loss of pay at their straight-time hourly, rate up to three (3) scheduled workdays during the period beginning with the date of death and ending with the day after the funeral "Immediate family" is defined as parents, parents-in-law, grandparents, guardian, wife or husband, son, daughter, brother, sister, grandchildren, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or other relative, if the deceased was a member of the employee's household at the time of death.

Section 8. Examination fees: Physical, mental or other examinations including pre-employment required by a government body or the Employer shall be promptly complied with by all such employees and/or applicants provided, however, the Employer shall pay for all such examinations.

The Company will pay the employee a minimum of one (1) hour pay up to a maximum of two (2) hours pay at the applicable hourly rate to complete the said examination(s).

Section 9. The Company agrees to provide suitable space for the Union bulletin board. Postings by the Union on such boards are to be confined to official business of the Union.

Section 10. Employees who are called for jury duty will be protected against loss of pay under the following conditions:

- A. They must furnish the Employer with a statement from the court confirming their selection for jury duty, and they will be paid eight (8) hours at their straight time hourly rate for scheduled days served.
- B. Jury duty pay will be granted only for those days on which the employees are normally scheduled to work.
- C. If employees report for Jury duty and are excused by the court, they will, if possible, report for work for the balance of their shift.
- D. Employees who appear in a legal proceeding as a plaintiff, defendant, or non-subpoenaed witness will not receive paid time off. Any time for these purposes will be unpaid, unless the employee uses vacation time or personal days.

Section 11. Employees who are laid off on account of lack of work shall be paid layoff allowance, if eligible, in accordance with Schedule E attached to this Contract

Section 12. It shall not be a violation of this agreement or cause for discharge for any employee to refuse to cross a primary legal picket line in the performance of their duties.

Section 13. In the event that a driver is required to deadhead from or to any location, he shall receive pay at the governing hourly rate for a time spent in deadheading plus the cost of transportation incurred in such deadheading. (The means of transportation to be used will be selected by the Company).

Section 14. In the event an employee is injured or becomes ill while on a run away from his home terminal and is hospitalized, the Company shall arrange and pay for the transportation available or as directed by the doctor to his home terminal. Depending on the circumstances, the employee will be compensated under either the non-occupational or occupational disability pay plan as indicated.

Section 15. As a condition of employment employees are required to provide any and all necessary information to obtain unescorted security clearance requirements at all of our customer sites. Failure to do so shall be considered as failure to perform the essential duties of your position and shall subject you to a suspension up to and including discharge.

Section 16. Slot bidding shall be done twice per year, in December and June and awarded by seniority. The Company will post the bid for a minimum of fourteen (14) calendar days and all

employees must make their selection within the fourteen (14) calendar day window. The final schedule will be posted for a minimum of five (5) days before taking effect. An employee out on leave of absence will be responsible for contacting a Union Steward to place their bid selection. Any employee who fails to make their bid selection within the fourteen (14) calendar days will be slotted into any open slot at management's discretion. Open positions will be filled at management discretion until the semi-annual bid process.

Section 17. It is understood that whenever there is a reference to "days" in this Agreement, Saturdays, Sundays and holidays shall be excluded.

## **ARTICLE 12 – NO STRIKE / NO LOCKOUT**

Section 1. Sufficient methods having been established for the settlement of all grievances that may arise during the life of this Contract, there shall be no strike of any nature and no interference with or stoppage of work sanctioned or participated in at the plant of the Employer by the Union, or by any of its members, and no lockout of any nature shall be caused or permitted at the plant of the Employer by the Employer.

## **ARTICLE 13 – NO DISCRIMINATION**

Section 1. The parties mutually agree that neither the Employer nor the Union will discriminate against any employee because of race, creed, religion, sex, color, national origin, physical or mental handicap nor due to status as veterans of the Vietnam era or disabled veterans, or any other protected status under applicable law, in the application of the provision of this Contract provided the person is qualified to perform the available work.

## **ARTICLE 14 – DISABILITY PAY**

Section 1. Non-Occupational Disability Pay: Employees who are unable to report for work for more than three (3) calendar days due to non-occupational disability shall be entitled to receive disability pay from the Employer for a length of time in each anniversary year in proportion to their length of service, as set forth in the Non-Occupational Disability Pay Plan attached hereto as Schedule "C".

Section 2. Occupational Disability Pay: Employees who are unable to report for work because of an injury that is determined to be compensable under the Utah Workmen's Compensation Law shall receive payment in accordance with regulations set forth in Schedule "D".

## **ARTICLE 15 – BENEFITS PROGRAM**

Except as provided below, employees covered under this collective bargaining agreement shall be eligible to participate in the Company's present and future generally applicable benefit plans and programs, to the same extent, and subject to all the same terms and conditions as eligible employees not covered by a collective bargaining agreement.

The parties recognize that these plans and programs are corporate-wide and that the plan

administrator or Company reserve the right to implement, modify, or eliminate any aspect of the plan or program, including but not limited to, the claims administrator, coverage options, benefit levels, surcharges, copays, coinsurance premiums, deductibles, out-of-pocket maximums, from time to time except that no change will be made that applies only to bargaining unit employees or that vary from those otherwise generally applicable to other employees. The Summary Plan Description, plan document and/or program description for each plan or program above is hereby incorporated by reference.

Employees covered under this bargaining unit will continue to participate in those programs governed by other specific provisions of this agreement, such as Vacations, Layoff, and Sick Leave/Disability.

#### **ARTICLE 16 – PENSION PLAN**

This is to confirm our understanding as to the introduction of the Account-Based Design component of the Linde U.S. Pension Plan ("Plan"). Eligible employees covered under our collective bargaining agreement hired on or after December 17, 2006, shall participate in the Account-Based Design component of the Plan. Eligible employees covered under this collective bargaining agreement who are participants in the traditional design component of the Plan will, on or before March 1, 2007, be given a one-time, irrevocable election to have their benefit accruals calculated under either the traditional design component of the Plan or the account-based design component of the Plan. Such a participant electing to have future benefit accruals calculated under the account-based component of the Plan will have his or her prior accrued benefit under the Plan converted to an Account-Based benefit in accordance with the terms and conditions of the Plan. For these and all other purposes the Plan will be applied pursuant to its applicable terms and conditions.

Those current employees who do not elect to participate in the Account-Based Design pension plan, may continue in the traditional Praxair/Linde Pension Plan."

#### **ARTICLE 17 – INVALIDITY**

Section 1. The invalidation of any provision of this Contract shall not affect any other portion hereof, and the provisions not invalidated shall remain in full force and effect. The Company and the Union agree to meet and negotiate replacement language for the invalidated provisions.


#### **ARTICLE 18 – COMPLETE AGREEMENT**

Section 1. This Contract represents the full and complete Agreement between the parties. Any agreement made subsequent to the signing of this Contract and which supplements, modifies, or waives a section of this Contract will be reduced to writing and signed by authorized representatives of the parties. The Employer and the Union waive the right to bargain except as such right is specifically provided for in this Contract or except as the parties may mutually agree.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.


Linde  
12385 West U.S. Highway SR 201

Teamsters Local #222  
2641 South 3270 West  
Salt Lake City, Utah

  
\_\_\_\_\_  
Kristin Miranda                      Date  
Labor Relations, Mgr.

  
\_\_\_\_\_  
Bob Mendez                      Date  
Business Agent

  
\_\_\_\_\_  
Mark Evans                      Date  
Facility Manager

  
\_\_\_\_\_  
Spencer Hogue                      Date  
President JC3  
Secretary-Treasurer

  
\_\_\_\_\_  
Kevin Krawczyk                      Date  
Distribution Manager

**Linde  
Garfield, Utah Facility**

**SCHEDULE A – COMPANY SERVICE CREDIT RULES**

Company Service credit is based upon employment by Linde and by any Subsidiary Company of the Corporation and by any predecessor company of a Subsidiary and by any company acquired by the Corporation or by any subsidiary thereof.

Company Service Credit of all employees who were on the payroll on the date the Company Retirement Plan became effective has been established with respect to their employment prior to that date. Company Service Credit for employment subsequent to that date and Company Service Credit of all new employees hired after that date will be determined under the following rules:

1. In case employees receive salary, wages, or commission from some Subsidiary of Linde, without interruption, their Company Service Credit begins as of the date such salary, wages, or commission becomes effective.
2. In case of absence caused by temporary suspension of work (other than "Layoff" as in paragraph 3 below), disability or absence with leave which is authorized by the Management, employment will be considered as continuous without any deduction if it does not exceed three (3) months. However, in case such absence does exceed three (3) months, the period of absence in excess of three (3) months will not be considered as Company Service unless otherwise authorized by the Management. If employees who are thus absent fail to return to work when able to do so and at the time designated by the Company, they will be considered as voluntarily terminating their employment and their Company Service Credit shall end as of the date on which such absence commenced.
3. In case of rehire subsequent to voluntary termination of employment or layoff, credit will be given for any prior company service except in the instances specified in paragraph 4 immediately below.
4. In case of rehire or reinstatement subsequent to discharge for cause or resignation at the Company's request credit will be given for service only since last date of rehire or reinstatement by the Company, unless otherwise authorized by the Management.



## SCHEDULE B – VACATION

Schedule “B” – Vacation: The Company provides paid vacation time to regular/full-time employees based on their years of Company Service Credit as defined by Schedule “A”.

The provisions below describe the Company’s Vacation Policy as applicable to regular/full-time employees, who are regularly scheduled for a five-day, 40-hour workweek. The number of available vacation days and the amount of vacation pay available to employees who are regularly scheduled to work a different schedule will be adjusted proportionately.

Vacation Eligibility – A regular/full-time employee’s vacation eligibility for any year will be determined in accordance with the applicable table below based upon the years of Company Service Credit that the employee will have completed by the end of that year.

Employees with fewer than 25 years of Company Service Credit as of December 18, 2012

Years of Company Service Credit:	Vacation That Year
1 through 4	2 Weeks (10 days)
5 through 9	3 Weeks (15 days)
10 through 19	4 Weeks (20 days)
20 or more	5 Weeks (25 days)

Vacation Eligibility for New Employees hired after December 18, 2012 - The amount of vacation time available to an employee for the calendar year in which he or she first becomes a regular/full-time employee is set forth in the table below.

Effective Date of Hire as Regular/Full-Time Employee	Vacation for First Partial Year
December 2 – December 31	0 days
November 2 – December 1	1 days
October 2 – November 1	2 days
September 2 – October 1	3 days
August 2 – September 1	4 days
July 2 – August 1	4 days
June 2– July 1	5 days
May 2 – June 1	6 days
April 2 – May 1	7 days
March 2– April 1	8 days
February 2– March 1	9 days
January 2– February 1	9 days

Vacation Accrual - Each employee will accrue current year’s vacation pro-rata during the current calendar year in equal monthly increments at the end of each completed calendar month of service. Employees will not accrue any vacation time while on a personal leave of absence or on military leave in excess of 30 calendar days.

An employee may “borrow” against unaccrued current year’s vacation. However, except as otherwise provided in this policy, if the employee’s employment with the Company ends for any reason before he or she has actually accrued all vacation used, where permitted by law, the amount of vacation pay received in excess of the amount actually accrued will be deducted from the employee’s last paycheck and in other circumstances, the employee will be required to make payment to the Company to reimburse it for the overpayment. If payment is not received by the

Company within 60 days after the date of the employee's termination, the matter may be sent to a collection agency to recover the amount owed.

Use of Accrued Vacation - Employees may not bank vacation from one year to a future year, and any accrued but unused vacation for a year will be forfeited except in the following limited situations:

- The head of the employee's department gives prior approval for the employee to carry over accrued vacation to the following year because of special or unforeseen circumstances that make it difficult or impossible for the employee to use all accrued vacation in the current year. In such situations, the carry-over vacation must be taken by the end of the first quarter of the following year; or
- The employee is unable to use his or her accrued vacation because of a leave that extends to the end of the year for any of the following reasons: military leave, FMLA leave, or Short-Term Disability Leave. In such cases, the Company may, at its sole discretion, either (a) allow the employee to postpone the use of the accrued vacation until a time that is mutually convenient for the Company and the employee after the employee returns to work, or (b) pay the employee in lieu of the accrued vacation.

Pay In Lieu of Vacation Option – During any calendar years in which an employee will complete from 5 to 19 years of Company Service Credit, he or she has the option of electing to receive one (1) full week of pay in lieu of vacation and in any calendar year in which an employee will complete 20 or more years of Company Service Credit, he or she may elect to receive one (1) or two (2) full weeks of pay in lieu of vacation. Pay in lieu of vacation will be paid concurrently with any full week(s) of current year vacation that the employee chooses, and will not be used in the calculation of compensation for other benefit plan purposes.

Vacation Pay – The amount paid to an employee for a week of vacation or Pay In Lieu of Vacation is equal to 1/52 of the employee's previous year's gross earnings minus any premium pay, but in no case less than a minimum of 40 hours multiplied by the employee's regular hourly rate in effect at the time the vacation pay is paid.

Upon termination of employment with the Company for any reason, regardless of whether the termination was initiated by the Company or the employee, the employee will be paid for all accrued but unused vacation.

Vacation Scheduling – Each facility, department, or manager may determine the manner in which vacation shall be scheduled. This may include requiring employees to schedule vacation in advance at the end of the preceding year or the beginning of the current year; requiring that vacation be taken during specified periods of the year; limiting the number of employees who may take vacation at the same time; or any other method of vacation selection that meets the needs of the business.

Unless otherwise required by applicable law, vacation must be taken in full or half-day increments only.

## SCHEDULE C - NON-OCCUPATIONAL DISABILITY PAY PLAN

### Eligibility

Hourly employees are eligible if:

1. Their Company Service Credit is equal to or in excess of one (1) year as determined by the Company Service Credit Rules.
2. They provide the Company with a doctor's certificate, as proof that their absence was due to their legitimate non-occupational disability.
3. Such absence is in excess of three (3) consecutive calendar days.
4. They report their absence and the cause of their absence as soon as possible to the plant Superintendent but within the foregoing three (3) day period.

### Conditions of Payment

1. Amount of payment determined in accordance with Section 3 (Amount of Payments) is for a five (5) day, forty (40) hour work week and would not apply in the case of a reduction in working hours. In such case, a reduction in non-occupational disability pay will be made.
2. Non occupational disability payment will not be made for:
  - a. Any period of incapacity during which the employee is not under treatment by a licensed or practicing physician; or
  - b. Any sickness, or injury caused directly or indirectly by war, riot, or strike; or
  - c. Any intentionally self-inflicted injury; or
  - d. Any period when employees are on strike; or
  - e. Any disability which is incurred in employment by Linde, or another employer, which is covered by Workmen's Compensation Law.
3. No payments under this Plan will be made to employees who have been laid off.
4. If a holiday occurs during absence and the employee is eligible and is receiving non-occupational disability pay, holiday pay will not be paid in addition to non-occupational disability pay.
5. If an employee is on vacation and becomes eligible for payment under this Plan, pay will start after three (3) consecutive calendar days after end of scheduled vacation period. If employee has not begun scheduled vacation and becomes eligible for payment under this Plan, vacation may be re-scheduled and payment will be made under the disability plan.
6. If employee is absent on an approved leave of absence for reasons other than disability, no payment will be made under this Plan.
7. The duration of and amount of payment, shall be determined in accordance with the provisions of Table 1 under "Amount of Payments" below.

### Amounts of Payment

1. No payment will be made for the first three (3) consecutive calendar days of absence for

any non-occupational disability. In the event the disability continues for more than three (3) consecutive weeks, the employee will then receive payment for that part of the waiting period which fell during the employee's regular five (5) day, forty (40) hour week.

2. Payments for any absence due to non-occupational disability will begin with the fourth day of disability and will continue for a period of time determined by the employee's Company Service Credit, based on the following schedule:

**TABLE 1**

<u>Company Service Credit</u>	<u>Maximum Number of Weeks of Payment</u>
1 year but less than 2 years	4 weeks
2 years but less than 3 years	6 weeks
3 years but less than 4 years	8 weeks
4 years but less than 5 years	10 weeks
5 years but less than 6 years	12 weeks
6 years but less than 7 years	14 weeks
7 years but less than 8 years	16 weeks
8 years but less than 9 years	18 weeks
9 years but less than 10 years	20 weeks
10 years and over	26 weeks

3. In the event an employee has received the maximum number of weeks of Non-Occupational Disability Payments to which the employee is entitled in an anniversary year, the employee must pass an anniversary service date and have returned to work in order to re-establish eligibility for Non-Occupational Disability Payment in the following year.
4. The amount of benefits (per day or per week) will be 85 percent of the hourly rate of pay which the employee is receiving at the time of disability, excluding all premiums. Such payments will be based upon a five day work week beginning 12:01 AM Monday and ending at 12:00 Midnight on the following Sunday.
5. Absences in excess of three (3) days will be paid for on a basis of absences for days which would normally have been worked had the employees performed their regular schedule of work.
6. Payments under this Non-Occupational Disability Pay Plan will be reduced by the amount of any benefit which may subsequently become available from State or Federal sources.

## SCHEDULE D - OCCUPATIONAL DISABILITY PAY PLAN

1. Eligibility: Provided the conditions of payment outlined in 2 below are met an employee will receive occupational disability payment for absence caused by illness or injury resulting from employment with the Company, which is determined to be compensable under the State Workmen's Compensation Law.
  
2. Conditions of Employment: The Company may withhold such payment:
  - a. For any instance where the employee's injury or illness resulted from their negligence or violation of plant safety rules and practices.
  - b. If employees are not complying satisfactorily with the instructions of the physicians in charge of their case.
  - c. If employees fail to report the incident which caused the injury or illness to the Company immediately after the occurrence.
  
3. Amount of Payment:
  - a. Payment shall be 90% of the employees' hourly rate for their scheduled days lost. Such 90% payment shall include Workmen's Compensation benefits and sickness and accident benefits of the Group Insurance Plan. However, if employees have no Group Insurance coverage, or have exhausted their benefits, the amount paid to them by the Company as occupational disability pay will be the same as would be paid to other employees of the same wage rate who have full coverage.
  - b. Occupational disability payments will be made by the Company for the period of disability, but in no case for a period longer than twenty-six (26) weeks.
  - c. Occupational Disability Payments will not be made for any period when employees are on strike.

## SCHEDULE E - LAYOFF ALLOWANCE

1. Layoff allowance is intended to assist an employee laid off on account of lack of work, pending the location of another position, or during the waiting period for State Unemployment Compensation benefits.
2. A layoff allowance is payable to an employee who has three (3) months or more of Company Service Credit and who is laid off on account of lack of work, unless:
  - a. the layoff is caused by a temporary suspension of work,
  - b. the employee was hired for or casual work, or
  - c. the employee was hired as a temporary worker for a limited time of specific project
3. A layoff allowance is not payable to employees who terminate their employment voluntarily, who are discharged, who resign by Company request or who are granted leaves of absence.
4. Payments of layoff allowance will be made by the regular paymaster on the regular paydays during the respective periods authorized.
5. In case employees are re-employed by the Employer after they have been paid layoff allowance, their Company Service Credit for any subsequent layoff allowance consideration shall start from the date of such re-employment. Employees who are recalled before they have been paid their entire layoff benefit shall have such unpaid balance credited to them in the event of a subsequent layoff.

Layoff allowance will be paid to employees eligible therefore in accordance with the following schedule. The amount payable will be calculated as follows:

The layoff allowance will be computed on the basis of the employee's straight-time hourly rate for the regularly scheduled workweek in effect at the time of layoff.

Company Service Credit	Layoff Allowance
Under 3 months of service	No allowance
3 months and under 1 year of service	Same proportion of 1 week's pay as completed months of service are of 12 months. (Example: 8 months of Company Service Credit; payment is 8/12 weeks of pay.)
1 year and under 3 years of service	1 week of pay
3 years and under 5 years of service	1.5 weeks of pay
5 years and under 7 years of service	2 weeks of pay
7 years and under 10 years of service	3 weeks of pay
10 years of service	4 weeks of pay
11 years and over of service	same as for 10 years plus ½ week additional for each additional year of service

6. It is agreed that a layoff allowance will not be paid to an employee upon retirement.

## SCHEDULE F - TERMINATION PAY

**PURPOSE:** To assist financially an employee who is terminated by action of the Company for no fault of the employee and who is not eligible for other specified benefits.

**CONDITIONS GOVERNING ELIGIBILITY:** Termination payments will be paid by the Company to an employee compensated through the regular payrolls if:

- a. the employee has at least three (3) months of Company Service Credit as determined by Company Service Credit Rules,
- b. the employee's employment is permanently terminated by action of the Company because of physical or mental inability to perform efficiently and safely the employee's regularly assigned work or other work which is made available by the Company, and
- c. the employee is not eligible at the time of termination for one (1) or more of the following forms of benefit or allowance:
  1. Pension or Disability Benefit under the Non-Contributory Pension Plan for Employees,
  2. Total and Permanent Disability Benefit under the Company Group Insurance Plan,
  3. Layoff Allowance under the Company Layoff Allowance Plan.

Termination Pay is not payable to an employee who terminates employment voluntarily, is granted leave of absence, or who is terminated by the Company for any reason other than those set forth above.

**PAYMENTS:** Unless approval is given by Company Management to make the payments in lump sum or otherwise, payments of termination pay will be made by the Paymaster on the regular paydays during the respective periods authorized.

**SCHEDULE OF PAYMENTS:** Termination pay for an eligible employee shall be in accordance with the following schedule:

Company Service Credit	Payment
Under 3 months of service	No payment
3 months and under 1 year of service	Same proportion of 1 week's pay as completed months of service are of 12 months (Example: 8 months of Company Service Credit; payment 8/12 of 1 week's pay)
1 year and under 3 years of service	1 week of pay
3 years and under 5 years of service	1.5 weeks of pay
5 years and under 7 years of service	2 weeks of pay
7 years and under 10 years of service	3 weeks of pay
10 years of service	4 weeks of pay
11 years of service and over	Same as for 10 years plus ½ week additional for each additional year of Company Service Credit

**LETTER OF UNDERSTANDING**  
**BY AND BETWEEN**  
**LINDE DISTRIBUTION**  
**AND**  
**INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 222**  
**SALT LAKE CITY, UTAH**

IT IS HEREBY agreed and understood by and between the Company and the Union (collectively "the Parties"), to the language listed below:

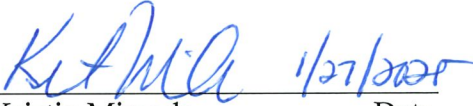
**DRIVE CAM**

The system, including A/I technology, is primarily intended for the coaching of drivers towards the end of improving their skills and eliminating at-risk behaviors. As technology changes, the system may be periodically updated. The parties agree that the camera monitoring system will only be used for discipline in the case of major violations, such as DOT violations, smoking/vaping, seat belt violations, or using electronic equipment while driving, or tampering with the operation of the camera. However, persistent unsafe behaviors not abated by coaching may also be addressed with corrective action for just cause. Nothing in this letter of agreement shall waive or otherwise dilute either the employee's or the Union's rights to appeal such a corrective action, if taken by the Company, under Article 9 – Grievance Procedure of this agreement. Further, the Company agrees that it will not randomly activate the Drive Cam/Lytx system for surveillance purposes, however while investigating an accident or incident, all available footage may be viewed to establish a root cause.

When the camera monitoring system is used to support discipline for one of these offenses, a copy of the corrective action letter will be provided to the Union. The Union may request a copy of the video for any discipline upon written request.


Linde  
12385 West U.S. Highway SR 201

Teamsters Local #222  
2641 South 3270 West  
Salt Lake City, Utah

  
\_\_\_\_\_  
Kristin Miranda                      Date  
Labor Relations, Mgr.

  
\_\_\_\_\_  
Bob Mendez                      Date  
Business Agent

  
\_\_\_\_\_  
Mark Evans                      Date  
Facility Manager

  
\_\_\_\_\_  
Spencer Hogue                      Date  
President JC3  
Secretary-Treasurer

  
\_\_\_\_\_  
Kevin Krawczyk                      Date  
Distribution Manager



**LETTER OF UNDERSTANDING**  
**BY AND BETWEEN**  
**LINDE DISTRIBUTION**  
**AND**  
**INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 222**  
**SALT LAKE CITY, UTAH**

IT IS HEREBY agreed and understood by and between the Company and the Union (collectively "the Parties"), to the language listed below:


**DRIVE**

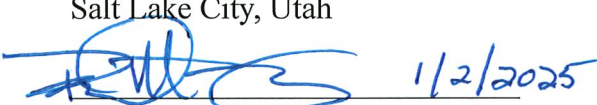
The Company agrees to allow collective bargaining unit employees to voluntarily contribute to the DRIVE political action committee, through payroll deductions.


Upon receipt of: 1) a \$98.00 initial set-up fee; 2) DRIVE remittance instructions, and 3) an unrevoked written authorization for deductions from each of one or more participating bargaining unit employees on the attached form, the Company will set the authorized employee deduction(s) up in our payroll system. The Company will submit authorized contributions to DRIVE consistently on a monthly basis, less a \$4.00/month maintenance fee for each month as to which there are one or more employees whose deductions are being remitted. This process will be similar to that which is followed for authorized Union dues deductions.


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Secretary-Treasurer

  
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Distribution Manager