

LABOR AGREEMENT

BETWEEN

VERITIV OPERATING COMPANY

Addison, IL

AND

**HEALTH CARE, PROFESSIONAL, TECHNICAL, OFFICE,
WAREHOUSE AND MAIL ORDER EMPLOYEES LOCAL 743,
AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF
TEAMSTERS
(the "Union")**

NOVEMBER 6, 2018 TO NOVEMBER 5, 2021

(revised August 2019)

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PREAMBLE

This agreement and labor contract is in effect this 6th day of November, 2018, by and between Veritiv Operating Company, its successors or assigns, hereafter called the "Company" and the HEALTH CARE, PROFESSIONAL, TECHNICAL, OFFICE, WAREHOUSE AND MAIL ORDER EMPLOYEES UNION LOCAL 743, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehouse and Helpers of America, hereafter called the "Union".

The purpose of the Agreement is to encourage harmonious labor relationships to enhance security and continuity of employment. Moreover, it is the desire and intent of the Company and the Union to ensure all employees are treated with dignity and respect.

ARTICLE I

RECOGNITION

The Company recognizes the Union as the sole and exclusive collective bargaining representative of the Company's production and maintenance employees including warehouse employees, at its warehouse at 1141 N. Swift Road, Addison, Illinois, but excluding clerical employees, professional employees, guards and supervisors as defined in the National Labor Relations Act, as amended to the date hereof.

ARTICLE II

STRIKES AND LOCKOUTS

Section 1. Strikes.

The Company and the Union agree that the grievance procedures provided herein are fully adequate to provide a fair and final determination of all grievances arising under the terms of the Agreement. As a part of the consideration for this Agreement, the Union agrees that it will take all steps necessary to prevent any stoppage, strike, sympathy strike, intentional slow-down or suspension of work, and in the event of the occurrence of the same, will take all immediate steps necessary or appropriate to terminate such activity forthwith. No officer or representative of the Union shall authorize, instigate, aid or condone strikes, work stoppages, interruptions or impediment of work, but shall take all appropriate actions to prevent any breach of this Agreement by the Union or any employees covered hereby.

Section 2. Lockouts.

The Company agrees that during the period this Agreement is in effect, it will not lockout any of the employees covered by this Agreement.

No employee covered by this agreement shall be required to go through a picket line established by any International Brotherhood of Teamsters Local Union where such picket line has been authorized by Teamsters Joint Council No. 25, and the refusal to cross such picket line shall not be cause for discharge, nor shall it constitute a violation of this Agreement.

It shall not be a violation of this agreement, and it shall not be cause for discharge or discipline if an employee or employees refuse to go through or work behind a lawful primary picket line of a union at another location.

In order to ensure the needs of customers are met, the Union agrees to notify the Employer in writing, as soon as administratively feasible, if an employee is going to refuse to cross a bona fide picket line at the location of a company not party to this Agreement.

ARTICLE III

UNION SECURITY

Section 1. Union Membership.

All employees covered by this Agreement who are members of the Union in good standing on the effective date of the Agreement shall, as a condition of continued employment, maintain their membership in good standing during the period this Agreement remains in effect. All employees covered by this Agreement who are not members of the Union in good standing on the effective date of the Agreement, and all such employees hired after the effective date hereof shall, as a condition of continued employment, become members of the Union no later than thirty (30) calendar days after the Agreement's effective date of employment, whichever is later, and thereafter shall maintain membership in good standing during the period this Agreement remains in effect. For the purpose of this Agreement, the term "good standing" is defined to refer only and to be limited to the tendering of periodic Union membership dues and initiation fees uniformly required as a condition of acquiring or retaining Union membership.

Section 2. Check off.

The Company agrees to deduct from the first paycheck each month of each employee who is a member of the Union and who furnished the Company a written authorization to make such deductions, dues and initiation fees for Union membership, in amounts designated to the Company in writing by the President or Vice President of the Union. When an employee for whom a written authorization has been submitted to the Employer completes his/her first thirty (30) days of employment, the monthly dues and initiation fees shall be deducted beginning with that month in which the thirtieth (30th) day falls. The initiation fee will be deducted in four (4) monthly installments. In the event of layoff or termination the Company agrees to deduct withdrawal fees from the final pay of each laid off or terminated employee who is a member of the Union, and who furnishes the Company a written authorization to make such deduction in an amount designated to the Company in writing by the President or Vice President of the Union. The Company will remit the aforesaid deductions to the Union on or before the 15th day following the payroll date of such deductions. The form of authorization for such deductions

shall comply with the requirements of applicable law. The Union assumes full responsibility for the disposition of the funds so deducted once they have been paid over to the Union. The Union agrees to indemnify and save the Company harmless against any claim, demand, suit or liability or expense that shall arise out of or by reason of action taken or not taken by the Company for the purpose of complying with and of the provisions of this Article, or in reliance on any list, authorization, notice or assignment furnished under the provisions of this Article.

Section 3. Credit Union.

Upon written authorization from any employee covered by this Agreement, the Company agrees to deduct on a per pay period basis from such employee's pay funds in the amount designated by such employee with respect to the local Credit Union One, and to remit funds so deducted to the Credit Union office on a per pay period basis.

ARTICLE IV

SENIORITY

Section 1. Definition.

Seniority means length of service since last date of hire. There shall be two (2) seniority lists, one for drivers and one for warehouse employees. Current drivers who transfer to a position in the warehouse will be placed at the bottom of that list for seniority purposes. Each list shall include both full-time and part-time employees. The seniority lists shall be prepared and kept current by the Company and copies furnished to the Union. For the purpose for which seniority is relevant pursuant to this Article, full-time employees, regardless of date of hire, shall be deemed senior to all part-time employees; provided, that upon permanent conversion to full-time status, a part-time employee shall secure seniority status determined according to his date of hire, without regard to his previous part-time employment.

Section 2. Probationary Period.

New employees will be regarded as probationary employees, without seniority for their first ninety (90) calendar days of employment. The probationary period may be extended an additional thirty (30) calendar days by written agreement between the Union and the Company. Upon completion of such probationary period, the seniority of such employee shall date from his date of hire. Probationary employees may be terminated without regard to the terms of this Agreement, provided that such termination shall not be related to Union membership or activity.

Section 3. Loss of Seniority.

Seniority will be deemed lost and forfeited as a result of discharge for just cause, voluntary quitting, or continuous lay-off extending beyond one year or a shorter period of one half of the employee's period of continuous employment with the Company. Failure to report to work at the end of an excused absence, vacation or lay-off may, at the option of the Company, be deemed as quitting, unless the employee is prevented from returning by extra-ordinary factors

beyond his control which the Company, upon appropriate proof of the same, regards as reasonably excusing the absence.

Section 4. Reduction in Forces.

In the case of any reduction in forces, junior employees shall be laid off first, in inverse order of seniority, and recall from layoff shall be in order of seniority, provided, that senior employees may be laid off when junior employees are retained (and junior employees recalled out of seniority) because of the Company's determination of the need for services in the latter's classifications or of special training, skill, experience or other qualifications relevant to the available work, which could not be provided by the senior employees laid off; the reasonableness of such determinations by the Company shall be subject to the grievance procedure herein.

Section 5. Super Seniority.

Union stewards during their term of office shall be deemed to have seniority over all other employees covered by this Agreement for purposes of layoffs and shift transfers/assignments.

Section 6. Job Posting.

If a permanent full time job vacancy occurs in the bargaining unit and the Company desires to fill such vacancy, the Company will post a notice of the vacancy for a period of three (3) working days. Copies of all job openings will be given to Union stewards. Within this notice period, employees may make written application to the Company (with a copy of such application to be furnished by the employee to the Union) for transfer to such job vacancy, stating their qualification for the job in such application. The Company will endeavor to fill the vacancy by offering it to the senior employee (if any) making written application, whom the Company deems capable, by reason of aptitude, experience or other qualifications, of being able to assume the duties of the job under this Section 6 shall be given a training period of up to ninety (90) calendar days before either (i) assuming the full responsibilities of the job and being reclassified or (ii) being returned to his former job as being unsuited for the promotion. The employee will receive the rate of pay of the new job when actually moved to perform those duties. The Company may reclassify the employee prior to the end of the training period. If a job vacancy, posted pursuant to the provisions of this section, has not been filled within four weeks from the date of the first posting, and if the Company still desires to fill such vacancy, then the job shall again be posted pursuant to the provisions of this section.

Any employee who bids on a new position and successfully completes the above referenced qualifying period must stay in new position for a period of six (6) months.

Section 7. Recall from Layoff.

Notice of recall from layoff shall be given by the Company by certified mail with a copy to the Union and Stewards, directed to the employee's address as shown on Company records. Recalled employees shall have seventy-two (72) hours from the time notice is received or to

which attempts to deliver such notice commenced in which to return to work, and thereafter may be deemed to have quit upon failure to return to work.

Section 8. Bargaining Unit Work.

Employees of the Company other than those in the bargaining unit may, in cases of absenteeism of employees in the unit, and emergencies, be assigned to perform work usually performed by members of the bargaining unit. Such assignments shall not be used to eliminate overtime. Employees of the Company who are "sales trainees" shall be permitted to perform bargaining unit work, provided that at any one time the number of such "sales trainees" performing bargaining unit work shall not exceed five percent of the number of employees covered by this Agreement.

ARTICLE V

HOLIDAYS

Section 1. Holidays.

The Company will recognize the following holidays:

New Year's Day
Memorial Day
July 4th
Labor Day
Thanksgiving Day
Day after Thanksgiving
December 24th
Christmas Day

2 Floating Holidays

When the annual corporate holiday schedule is released management reserves the right, prior to January 15 of each calendar year, to adjust the holiday schedule as needed to meet customer needs and maximize employee's time off. This adjustment to the holiday schedule could include the movement of a stated holiday to an alternate day. When the Company declares an additional stated holiday, the employee may use a floating holiday, vacation day, or take the day off without pay.

Section 2. Qualifications.

Each full time employee who has been employed a minimum of 30 calendar days and has worked his last full eight (8) hour or ten (10) hour scheduled shift immediately prior to and his first full eight (8) hour or ten (10) hour scheduled shift immediately after any of the holidays previously designated shall receive eight (8) hours pay or ten (10) hours pay for each holiday not worked based on the employee's work schedule. Employees shall be deemed to have worked on

the day before or after the holiday if their absence is due to the express permission of the Employer. All time worked on holidays shall be paid for at the rate of double the employee's regular hourly rate of pay, in addition to any holiday pay to which the employee may be entitled hereunder. No work shall be done by any employee on any holiday designated herein except at the Company's prior request to such employee. The floating holidays must be scheduled in advance and approved by management.

Section 3. Regular Part-Time Employees.

Each regular part-time employee who is qualified under the provisions of this Article shall be eligible for holiday pay in an amount equal to that which the employee would receive for a normally scheduled part-time work day.

ARTICLE VI

OVERTIME

Section 1. General.

This Article is intended as a basis for administration of overtime and shall not be construed as a guarantee of hours per week. Overtime shall not be paid more than once for the same hours worked.

Section 2. Overtime Pay.

All employees shall be paid one and one half times their regular hourly rate of pay for all hours worked in excess of forty (40) hours in any one work week. The regular work week shall commence on a Sunday or Monday, and holidays falling within the regular work week shall be considered as time worked for the purpose of computing overtime.

Daily hours, in excess of eight (8) per day, shall be paid at the overtime rate of one and one-half (1 1/2) times the regular straight time rate for all hours worked in excess of eight (8) when the employee is not afforded the opportunity to work all of his/her scheduled work week by Company action of layoff, lack of work, or other conditions beyond the control of the Company, such as power failures, fires, floods or similar causes.

All company paid time off falling within the regular work week shall be considered as time worked for the purpose of computing overtime. One day per month of pre-approved leave of absence for Union Activity shall be considered as time worked for the purpose of computing overtime. This privilege is agreed to on a "use it" that month, or "lose it" basis.

Section 3. Distribution of Overtime.

The Company will endeavor to distribute overtime equitably among employees in each classification to be used, in such a way as to preclude favoritism or discrimination, provided, that this section shall not be deemed to require the Company to offer overtime involving special skills or classifications to persons other than those in such classifications or those possessing such skills or deemed by the Company to be capable of performing such work. The Company shall maintain records of all overtime worked and may maintain records of overtime offered and refused, the totals of which shall constitute "overtime" for purposes of determining the equitableness of distribution of overtime. If maintained, cumulative reports showing such "overtime" shall be made available to the Union.

If overtime is needed to accomplish company business it is the right of the Company to require any employee to work up to a maximum of two (2) hours overtime for an individual shift or for continuous shift for a reasonable length of time. The Company must give a two (2) hour notice to an employee before the end of the shift. If the overtime is needed prior to the shift, notice will be given to the employee prior to his leaving his last worked shift.

Veritiv Operating Company may require employees to work inventory pre-listing and regular inventory outside of their regular shifts. If inventory is taken during regular shift hours, employees may be required to work extra hours to meet customer demands that were missed because of the inventory.

Employees may also be requested to work holidays to the extent necessary to service our customers. With respect to holiday work, employees will be asked to volunteer by seniority and will be assigned in seniority order. If there are not enough volunteers to cover the work, employees will be required to work in reverse seniority order.

Section 4. Report Pay.

All full time employees covered by this Agreement who report for work at the regular starting time of their shifts, Sunday through Friday, shall be guaranteed four (4) hours of work or four (4) hours of pay. If an employee is on a ten (10) hour scheduled shift, the employee will guaranteed five (5) hours work or five (5) hours pay. This section shall not apply when the Company is unable to offer four (4) hours of work because of an act of God or other emergency.

Section 5. Shift Change.

In the event that the Company finds it necessary to permanently change the normal shift starting time, seniority shall prevail. The Company will provide at least five (5) working days written notice to effected employees. It is further agreed that during emergency conditions the required five (5) working day notice will not be applicable.

ARTICLE VII

VACATIONS

Section 1. Qualification.

An employee shall be eligible for his first vacation with pay after he has worked one (1) year and has accumulated one (1) year seniority.

Section 2. Amount of Vacation.

Each full time employee who has established eligibility as provided herein shall receive vacation with pay computed from the following table:

<u>Period of Continuous Service From Last Date of Hire Without Break in Seniority</u>	<u>Vacation Period</u>
After one year	two weeks
After five years	three weeks
After twelve (12) years	four weeks
After eighteen (18) years	five weeks

Employees hired after 11/5/2015 will be eligible for the following schedule:

<u>Period of Continuous Service From Last Date of Hire Without Break in Seniority</u>	<u>Vacation Period</u>
After one year	two weeks
After five years	three weeks
After fifteen (15) years	four weeks
After twenty (20) years	five weeks

Full time employees who have worked consistently throughout the applicable period shall receive vacation pay of eight (8) hours or ten (10) hours per work day of vacation, based on the employee's regular work schedule and hourly rate in effect at the time the vacation is taken. If an employee who is eligible for vacation has not worked consistently throughout the applicable period, he or she shall receive prorated vacation pay based on the number of full months worked. This does not apply for employees who have not qualified for their first vacation.

Section 3. Regular Part-Time Employees.

Each regular part-time employee who is qualified under the provisions of this article shall be eligible for vacation pay in the proportion that the total number of hours worked by him within such applicable time period bears to the total full time hours within such period.

Section 4. Holidays During Vacation.

An employee whose paid vacation period includes a holiday designated in this Agreement shall be allowed additional vacation (or proportional part thereof, if Section 3 preceding is applicable) to the extent of the holiday.

Section 5. Vacation Period.

The vacation year runs from January 1 through December 31st. Earned vacation shall be taken anytime during the calendar year. Employees will be entitled to schedule an additional week of vacation in the calendar year that their anniversary date entitling them to an additional vacation week occurs. If an employee leaves employment prior to earning vacation previously taken, the Company may subtract the amount of unearned vacation time taken from the employee's final paycheck.

Vacation will be scheduled to conform to the operating requirements of the Company. Preference as to vacation dates as between employees shall be based upon seniority. A vacation schedule for the next calendar year will be posted by November 15, and employees shall be entitled to select vacation in seniority order with all selections completed by January 15. Vacation selection shall be made in two rounds. The first round of selection shall be limited to a maximum of two weeks of vacation, and the second round shall include any additional accrued vacation time that the employee chooses to schedule. Notwithstanding the foregoing, the Company reserves the right to designate a vacation blackout period for all employees. Drivers will be excluded from the blackout period, specifically for inventory purposes.

Section 6. Taking of Vacations.

All vacations granted pursuant to this Article must be taken by the employee and paid by the Company except in cases where the employee wants to work during his vacation and the Company agrees to pay him for such work in addition to his vacation pay. Employees may choose whether or not they want to use vacation in conjunction with FMLA time off. Upon mutual agreement, during the first year year of employment, employees hired in the last quarter of the year (October, November, December) will be allowed to schedule their vacation in that period. Unused vacation time may not be carried over to the next year.

Employees may take one week (5 days) of vacation one day at a time. This vacation must be scheduled at least one week in advance. It will be granted subject to the requirements of the labor agreement. Employees may use up to three (3) short notice vacation days counted towards the single vacation day allotment provided they inform the company at least two (2) hours in advance. Short notice vacation days cannot be used the day before or after a holiday.

Short notice vacation days are eligible to be used once an employee reaches their first anniversary date.

The parties agree that with regard to the Company's right to designate vacation blackout periods, that the Company will not exercise this right in an arbitrary or capricious manner. Further the parties agree that it is the intent of the parties not to unduly restrict employees in their right to take vacation at times of their choice, as long as those choices do not create an undue burden on the Company's ability to service its customers adequately and/or to perform necessary business functions. Further, the Company agrees that it will blackout only those periods of time necessary to perform legitimate operations functions, including inventory, special training sessions regarding new operating systems or equipment, special warehouse re-profiling projects, etc., and that it will not extend vacation blackout periods beyond the number of days reasonably anticipated to complete the operations function specified.

Effective, the date of ratification employees will no longer earn vacation time in the current year for the following year. Employees will be awarded their vacation allotment January 1st of each calendar year. In the event an employee leaves the company they will be paid for unused vacation in the current year only. The Company will pay a lump sum in the amount of \$1500 to all employees hired prior to 9/1/2014. The lump sum will be paid when administratively feasible after ratification. Only employees employed in Local 743 prior to 9/1/2014 are eligible for the lump sum payment.

Section 7. Accrued Vacations.

An employee covered by this Agreement who loses his seniority as provided in Article IV, Section 3, shall be granted vacation pay for his vacation, unpaid and accrued at the time of his loss of seniority.

ARTICLE VIII

GRIEVANCES

Section 1. Definition and Procedure.

For the purpose of this Agreement, a grievance is a difference of opinion with respect to the meaning and application of the terms and conditions of this Agreement defined as a violation of a specific provision or condition of the agreement by management's misapplication of its terms. The steward may resolve grievances of the employees on the premises and time of the Company without loss of regular pay, provided he has sought and received permission from his supervisor to the extent as it does not interfere, unduly, with production. Grievances shall be handled as follows:

- Step 1. The grievance shall be submitted orally by the employee involved and the steward (if desired) to the supervisor, and shall be answered orally by the company within three (3) working days after its presentation. Any grievance not submitted before midnight of the fifth (5) working day after the aggrieved knew or reasonably

should have known of the existence of the grievance shall be deemed to have been waived.

Step 2. If the oral answer is not satisfactory, the steward may submit the grievance, in writing, signed by the aggrieved employee, to the designated representative of the Company, who shall meet with the steward and the Union business agent (if desired) within ten (10) working days after receipt of the written grievance. The Union shall be given an answer in writing within five (5) working days after such meeting. Any written grievance not filed with the Company within five (5) working days after the Company's 1st step and after the aggrieved knew or reasonably should have known of the existence of the grievance, shall conclusively be deemed to have been waived.

Step 3. If the grievance is not satisfactorily settled in accord with the foregoing procedures, the Union or the Company may request arbitration by certified mail, post-marked no later than midnight of the tenth (10th) working day following the date of receipt of the Step 2 answer. The Arbitrator shall be selected by mutual agreement between the Company and the Union. The parties will endeavor to select an arbitrator within ten (10) working days of the formal notice from the party requesting arbitration. Failing such agreement, the parties shall select the Arbitrator or a panel of Arbitrators (if required by either the Company or Union) in accordance with the applicable procedure of the Federal Mediation and Conciliation Services. All arbitrators shall be members of the National Academy of Arbitrators and from Illinois. The cost of the hearing room and the Arbitrator's fee shall be shared equally by the Union and the Company. Each party shall bear its own expense for counsel and witnesses. The Arbitrator shall not have authority to alter, modify, add to, or subtract from any of the terms or provisions of this Agreement. The decision of the Arbitrator shall be final and binding on the Company, the Union and the aggrieved employee or employees. Failure by either party to observe the time limits in each of the Steps of the grievance procedure shall be deemed a forfeiture of the grievance by that party, except in extraordinary circumstances beyond a party's control or by mutual agreement.

In no case will the financial liability on any grievance extend beyond six (6) months from the date of the selection of the arbitrator. If scheduling the arbitrator delays the process, the timeline will be extended to accommodate the scheduled arbitration date. The arbitrator must render a decision within 45 days of the arbitration date. It is not the intent of the parties to delay the timeliness of processing grievances. The timeline may also be extended by mutual agreement.

ARTICLE IX

BENEFITS

Section 1. Breaks.

Full time employees shall be entitled to a 30 minute unpaid luncheon break at or about the mid-point of their shift. Part-time employees whose shift exceeds five (5) hours shall be entitled to a 30-minute unpaid lunch break at the mid-point of their shifts. Full time employees shall be entitled to two (2) rest periods of fifteen (15) minutes each, one before lunch and one after lunch, and part-time employees shall receive one such rest period. Employees scheduled to work 10 hours will be allowed a ten (10) minute break between the 8th and 10th hour and every two hours after that.

Section 2. Bereavement Leave.

After working Ninety (90) calendar days of employment with the Company, the employee qualifies for bereavement leave. Time lost from work due to death in the immediate family of an employee shall be paid at the employee's regular rate. Employees will be allowed (3) consecutive days off work from the date of death until two (2) days after the date of the burial. Splitting up the consecutive days will be allowed when deemed justifiable by the Union and Company. The Company reserves the right to request verification of attendance at the funeral, prior to approving bereavement pay. The immediate family is defined as the employee's spouse, sons, daughters, brothers, sisters, father, mother, grandparents and grandchildren. Up to three (3) days off may be granted for mother-in-law, father-in-law, step-mother, step-father and step-children, but only one day (the day of the funeral) will be paid. The employee must attend the funeral services and proof of such may be required. All of the above shall be of legitimate and legal relation. No bereavement benefit will be paid because of distance or other causes when the employee does not attend the funeral of the deceased. Additional time off may be taken with Employer approval for travel time for immediate family members defined in the description above. Proof of travel is required.

Section 3. Jury Duty Pay.

Provided he or she would otherwise be working, the Company shall pay an employee with seniority in excess of thirty (30) calendar days who is called for jury service for each day of service the difference between: (a) the employee's straight time hourly rate for the number of hours on his regular shift; and (b) the payment (including expenses) received for jury service, provided that part-time employees shall receive jury duty pay with respect only to scheduled working hours missed because of jury service. To receive such pay the employee must present proof of jury service and the amount of jury payment received.

Section 4. Pension.

Employees at Veritiv Operating Company, – ADDISON DIVISION, represented by the HEALTH CARE, PROFESSIONAL, TECHNICAL, OFFICE WAREHOUSE AND MAIL ORDER EMPLOYEES UNION, LOCAL No. 743 (Local Union 743) participated in the

Unisource Worldwide, Inc. Participating Companies Pension Plan for Union Employees (the "Unisource Pension Plan") until March 31, 2001. They ceased to accrue benefits under the Unisource Pension Plan on that date and, effective April 1, 2001, they became participants in and began accruing benefits under the Georgia-Pacific Corporation Pension Plan for Hourly-Rated Employees (the "Hourly-Rated Plan").

The benefits that the employees accrued under the Unisource Pension Plan prior to April 1, 2001 were transferred to the Hourly-Rated Plan. On and after the date of such transfer, such benefits are determined and paid in accordance with the Hourly-Rated Plan; provided that, to the extent required by federal law, no participant's accrued benefit is reduced, and no optional form of benefit is eliminated, as a result of this transfer.

On or after April 1, 2001, Georgia-Pacific Corporation elected to transfer accrued benefits from the Unisource Pension Plan to the Hourly-Rated Plan with respect to participants in the Unisource Pension Plan who previously worked at the Addison, Illinois facility represented by the Local Union 743 and who retired or terminated employment with a vested benefit under the Unisource Pension Plan prior to April 1, 2001. To the extent required by federal law, no participant's accrued benefit was reduced, and no optional form of benefit was eliminated, as a result of this transfer.

Effective October 1, 2002, the portion of the Hourly-Rated Plan covering Union employees was spun off to the Unisource Worldwide, Inc. Pension Plan for Hourly-Rated Employees (subsequently renamed the Veritiv Pension Plan) (the "Pension Plan"). Individuals who were participants in the Pension Plan immediately before the term of this Agreement will continue to participate in the Pension Plan, and new Employees who otherwise satisfy the Pension Plan's eligibility requirements will be eligible to accrue benefits under the Pension Plan during the term of this Agreement.

The Pension Plan is incorporated herein by reference. The Unisource Pension Plan and Hourly-Rated Plan are also incorporated herein by reference, to the extent they set forth benefits for Pension Plan participants who were hired before October 1, 2002. As soon as practicable following ratification, the Company will amend the Pension Plan to reflect the terms of this Article IX. For avoidance of doubt, the terms of Exhibit 8 to the Pension Plan, as amended from time to time, will control with respect to all Union employees, subject in all cases to applicable law and the express terms of this Agreement. No provision of Exhibit 8 to the Pension that addresses a Union employee's eligibility for benefits thereunder, or the amount of such benefits, shall be amended during the term of the Agreement, except to the extent required by law or otherwise agreed upon by the Company and the Union.

Pension Benefit Amount:

Beginning for terminations of employment occurring on or after January 1, 2019, the current benefit levels, as outlined below, will be in effect:

- \$32.00 per month for each year of service before 1/1/2009
- \$40.00 per month for each year of service on or after 1/1/2009 and thereafter.

Section 5. Shift Differential.

When an employee is scheduled to start work at or after 12:00 p.m., he or she shall be entitled to a night shift differential of \$.75 per hour for all hours worked on said night shift and for any hours that may overlap on other shifts. This applies to those employees scheduled on a shift that starts between 12:00 p.m. and 12:00 a.m.. Scheduled first shift employees whose shift may overlap the night shift will not be entitled to the differential.

Section 6. Insurance.

The Company will provide group insurance as follows: group life insurance; medical insurance, dental insurance, and Accident & Sickness covering regular full time employees the first of the month coinciding with or immediately following date of hire. The Company agrees to pay full cost for life insurance and Accident & Sickness. Employees will pay 20% of premium for select medical and dental insurance coverage adjusted on an annual basis. Effective January 1, 2020, in an effort to ensure that employees have choices regarding the insurance carrier and level of coverage for medical and dental insurance, the Company may offer additional plans that have higher cost share for employees who are interested in participating. When the Company offers premium medical and dental plans (i.e. Silver, Gold, and Platinum Plans), the Union will have the same options and cost share increase for medical and dental coverage as non-bargaining unit employees. The Company will inform employees during open enrollment which medical and dental plans are offered at more than a 20% cost share to the employees. (Effective January 1, 2020). In 2019 all plan options will be offered at an 80% 20% cost share to employees.

Bargaining unit employees shall receive the same health and dental insurance options as the non-bargaining unit employees employed at the Addison location, which may change from year-to-year. The Company will prepare a description of the plan options and distribute the descriptions during its standard annual enrollment period. The Company will give the union at least sixty (60) days notice if possible when completely changing a dental or medical plan. Any new plan will have comparable benefits including orthodontia coverage.

The Weekly Sickness and Accident Benefit shall be Sixty Percent (60%) of the employee's normal straight-time pay rate not to exceed forty (40) hours per week. Benefits will be payable on the 1st day due to accident and on the 8th day due to sickness. Benefits will continue for a maximum of 26 weeks for any continuous period of disability, whether from one or more causes. Successive periods of disability separated by less than three months (90 days) of active work on a full-time basis are considered as one period unless the conditions outlined in the SPD are met.

Section 7. Pay.

The Company reserves the right to operate on a bi-weekly payroll (every 2 weeks), with pay periods ending on Sunday and paydays on Friday, and to make payment in the form of direct deposit or hard checks.

ARTICLE X
PART-TIME EMPLOYEES/TEMPORARY WORKERS

Section 1. Part-Time Employees

The company will be allowed to hire a maximum of five (5) part-time employees at any one time. A part-time employee will constitute one who works less than twenty (20) hours a week.

Section 2. Temporary Workers.

Temporary Workers are not eligible for any employee benefits provided in this Agreement.

Temporary Workers may be employed for no more than a maximum of 90 calendar days. If at this time, a position is available and all pre-employment requirements have been satisfied, management will have the right to employ the temporary employee. The seniority of such temporary employee shall be the 1st work day after completion of 90 calendar day probationary period.

Section 3.

The Parties agree that for the Employer to attract additional business it may be required to hire temporary workers or contractors to perform work not traditionally performed by members of the bargaining unit, which will require exemption from wage, benefit, and working conditions of the labor agreement. An example of such non-traditional work would be manually unloading containers in non-palletize(d) loads, in which temporary workers or part-time contractors are assigned to perform specific duties for specific customer/jobs at specific times. Temporary Workers or contractors performing non-traditional work shall not be covered by the terms of the Agreement. Work historically performed by employees in the bargaining unit, including unloading products from trucks, loading products into trucks, and operating power material handling equipment, will continue to be performed by bargaining unit employees.

ARTICLE XI

MANAGEMENT

The management of the warehouse and of the business of the Company, and the direction of the working forces, is vested exclusively in the Company, and includes (but is not limited to) the right to plan, direct and control warehouse operations, to hire, classify, promote and demote, to discipline, suspend, or discharge for just cause, to lay off employees because of lack of work or other legitimate reasons, to transfer, to introduce new or improved methods or facilities or otherwise change existing work methods or facilities, to assign, allocate and schedule work at the present or other locations, to make and enforce reasonable work rules and regulations not

inconsistent with this Agreement, and to improve quality, reduce costs, and establish and attain reasonable work and production schedules.

ARTICLE XII

LEAVES OF ABSENCE

Employees covered hereby shall have the right to make application to the Company for unpaid leaves of absence on account of illness, accident, Union activity or other reasons deemed justifiable by both the Company and the Union. The Company shall have the right to determine the duration of any leave of absence approved by it. Approval of leaves of absence shall be discretionary on the part of the Company except where mandated by the Family and Medical Leave Act. Leaves of absence granted hereunder shall not affect seniority status.

ARTICLE XIII

EQUAL EMPLOYMENT OPPORTUNITY/NON DISCRIMINATION

Neither the Employer nor the Union will discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, ethnicity color, creed, religion, sex, sexual orientation, marital status, gender identity or expression, genetic information, national origin or age (nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities due to race, ethnicity color, creed, religion, sex, sexual orientation, marital status, gender identity or expression, genetic information, national origin or age). In addition, there shall be no discrimination against any qualified handicapped or disabled employee as defined in the Rules and Regulations relative to Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990 or any qualified disabled veteran or veteran of the Vietnam era or any other classification protected by law. No employee shall be discharged or otherwise disciplined without just and sufficient cause.

The Company agrees that it will not discriminate against any employee who is a member of the Union in engaging in lawfully protected Union activities.

ARTICLE XIV

UNION RIGHTS

Section 1. Union Stewards.

The Union may designate an employee or employees covered by this Agreement as its steward, which designation shall be given to the Company in writing. The authority of such steward, or of any other officer of the Union designated in writing to the Company as its

representative, may be revoked by written notice to the Company to such effect, signed by duly authorized Union officers under the seal of the Union.

Section 2. Access to the Location.

A duly designated Union representative shall be permitted access to the working areas of the bargaining unit on the Company premises, upon reasonable request during working hours, and the Union agrees that such representatives shall notify the superintendent or his superior prior to such entry.

Section 3. Bulletin Board.

The Company agrees to provide a bulletin board and space thereon for the Union to post information with respect to Union business and meetings.

ARTICLE XV

CLASSIFICATION AND WAGES

Section 1. Standard Rates.

Hourly rates to be paid to full time employees covered by this Agreement shall be based upon the schedule set forth hereafter:

Classification	Current	11/6/2018	11/6/2019	11/6/2020
Warehouse Worker and Cutter (hired before November 6, 2000)	\$22.70	\$23.04	\$23.39	\$23.74
Driver	\$25.82	\$26.21	\$26.60	\$27.00

All newly hired Warehouse Worker employees will be hired as a trainee for two (2) years. During this training period the new employee's hourly wage rate will be \$2.25 below the hired after 11/6/2000 annual wage rate. When an employee reaches their one (1) year anniversary their wages will increase to \$1.50 below the new agreement rate. All employees must complete the two (2) year training period to receive the prevailing wage rate for employees hired after November 6, 2000.

Classification	Current	11/6/2018	11/6/2019	11/6/2020
Warehouse Worker and Cutter (hired after November 6, 2000)	\$19.25	\$19.54	\$19.83	\$20.13

ARTICLE XVI

SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto, their successors and assigns. In the event the entire business of the Company at its present location shall be sold, leased, transferred or bankruptcy proceeding, such business at its present location shall, in the hands of the transferee, continue to be subject to the terms of this Agreement for the duration thereof; the Company shall give notice of the existence of this Agreement to any such purchaser, transferee, lessee, assignee, etc., and the giving of such notice shall, upon the transfer thereof, operate to discharge the Company of and from all further obligation, responsibility or expense for performance of this Agreement. Such notice shall be in writing with a copy to the Union not later than the effective date of the sale or transfer.

ARTICLE XVII

SEPARABILITY

The Company and the Union agree that if any provision of this Agreement is canceled, modified, rendered or declared illegal by a Federal, State or Municipal Law, or by a rule or regulation issued by a governmental agency, or by a decree of a court of competent jurisdiction or found to be an unfair labor practice by a final decision of the National Labor Relations Board, such provision shall thereupon be operative only to the extent permitted by the applicable law, rule, regulation, decree or decision. It is further agreed that in such cases, no other provisions of this Agreement shall be thereby invalidated. Nothing herein shall be construed to impair or abridge the right of either party hereto to appeal such decrees, or decisions of any court or administrative agency including but not limited to the National Labor Relations Board.

ARTICLE XVIII

SUBSTANCE ABUSE/WORKPLACE SAFETY

The Company is committed to providing a safe workplace for all employees. It is agreed that careful observation of safe working practices and Company safety rules is a primary duty of all employees. The Company agrees to provide necessary safety equipment. It is in the interest of the employees, the Company, the Union and the community that the Veritiv facilities remain free from employees reporting for work or working under the influence of illegal drugs, controlled substances or alcohol. The following alcohol and drug-testing program will apply:

1. In the event the Company has reasonable cause to believe that an employee is under the influence of alcohol or a controlled substance, the Company may request that the employee submit to an alcohol (breath and/or blood) and/or drug screen test at the Company's expense. If the employee refuses to take the test or, having taken the test registers a positive finding the employee shall be subject to immediate discharge.
2. The above tests shall be administered at an approved facility. The sample shall be put in a sealed container to be signed by the employee. This sample shall then be sent to the approved facility to be tested. The results of the test shall be kept confidential.
3. In the event the Company requests that an employee submit to breath, blood and/or urine tests (or other medically recognized tests for detecting alcohol or controlled substance use) and the employee chooses not to submit to such test or tests, then reasonable cause shall automatically exist to believe that the employee was under the influence and just cause shall exist for immediate discharge.
4. If an employee submits to a test and the test results do not indicate drug abuse or that the employee was under the influence of alcohol, the employee should receive no discipline under this provision and will be paid for any time lost.
5. The Company shall pay the cost of all drug and alcohol tests.
6. Causing or contributing to an industrial accident requiring professional medical attention or resulting in significant property damage is considered cause to invoke this article.

The Company has established a "zero tolerance" drug testing program for all non-DOT Company employees at the Veritiv facility. Elements of the program will include:

1. An Employee Assistance Plan (EAP). Available to employees who seek assistance prior to their being notified of selection for testing.
2. A Medical Review Officer review of all tests.
3. A random testing procedure for DOT covered employees.

4. Continued use of "for cause" and post-accident testing.
5. Discharge for a positive test result.

ARTICLE XIX
SURVEILLANCE

The Company and the Union agree that it may be necessary for the Company to undertake investigations, which could involve the use of hidden surveillance cameras, and/or undercover investigators and/or such other means or devices deemed necessary by the Company. The Company reserves the right to install any such devices including, but not limited to, truck monitoring devices, and/or hidden cameras and/or to use such means deemed necessary by the Company, including but not limited to the use of undercover investigators. Surveillance and/or undercover investigation will not be used to monitor productivity or for routine surveillance inside the facility. If the use of any surveillance information can lead to discipline, the Company will share the relevant information with the Union Representative and will provide copies of the tapes and investigative reports prior to taking final disciplinary action. If employees are found to have engaged in misconduct as a result of such investigation, discipline up to and including discharge pursuant to the provisions of the labor agreement will be imposed.

The Company further agrees that it will not engage in or direct any surveillance and/or undercover investigation in any areas where the employee has a reasonable expectation of privacy (e.g. lockers, bathrooms, personal effects, vehicles) unless the Company has probable cause to suspect that the employee(s) has been or is engaging in violations of law or rules.

ARTICLE XX
D.R.I.V.E.

The Company agrees to deduct and transmit to DRIVE such sums from the wages of the employees who voluntarily authorize such deductions on the forms provided for that purpose by the Union. The Company shall transmit to DRIVE National Headquarters on a monthly basis in one (1) check the total amount deducted. The transmittals shall be accompanied by a list of the names of those employees from whom such deductions have been made and the amount deducted for each employee. The rate of deduction may be adjusted once per calendar year. However, the employee may request termination of the deduction in its entirety, in writing, at any time during the year.

The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administrating the weekly payroll deduction plan for D.R.I.V.E.

The Union agrees to indemnify the Company and to hold the Company harmless from and against any claims made against the Company resulting from its compliance with or obligations under the paragraph above which are disputed by the employee.

The Union, DRIVE, and the Company further agree that all disputed deductions are to be resolved among the Union, DRIVE, and the employee themselves without the involvement of the Company.

ARTICLE XXI

CHANGE OR MODIFICATION OF AGREEMENT

Section 1.

This Agreement shall be in effect from the date of notice of ratification and acceptance and shall remain in effect for the life of this Agreement unless terminated in accordance with the provisions below.

Section 2.

If either party shall desire to change any provisions of this agreement, it shall give written notice of such desire to the other at least sixty (60) days prior to the expiration date of this agreement, midnight, November 5, 2021.

Section 3.

The giving of notice provided in Section 2, above, shall constitute an obligation upon both parties to negotiate in good faith on all proper questions at issue with the intent of reaching a mutual agreement.

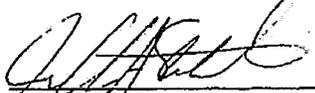
Section 4.

If neither party gives notice in accordance with Section 2., all provisions of this Agreement shall remain in effect.

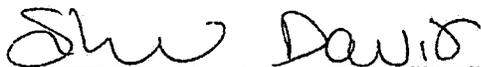
At any time after the anniversary date and upon expiration of this agreement, if no agreement on the questions at issue has been reached, either party may give written notice to the other party of intent to terminate the agreement in ten (10) days. All the provisions of this agreement shall remain in force and effect until the specified time has elapsed. During this period, attempts to reach an agreement shall be continued, and there shall be no strikes or lockouts. If the parties have failed to resolve their differences before the specified time has elapsed, all obligations under this agreement are automatically cancelled. The parties may extend the current agreement mutually.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed at Addison, Illinois, effective as of the 6th day of November 2018.

FOR THE COMPANY:

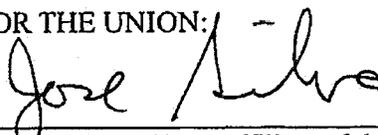


Veritiv Operating Company

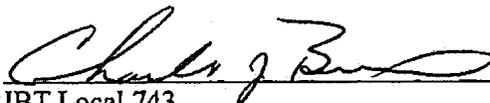


Veritiv Operating Company

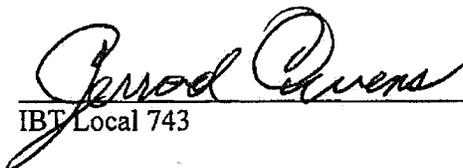
FOR THE UNION:



Local Union 743, an affiliate of the
International Brotherhood of Teamsters,
Chauffeurs, Warehousemen and Helpers of
America



IBT Local 743



IBT Local 743

LETTER OF UNDERSTANDING #1

BETWEEN:

VERTIV OPERATING COMPANY AND IBT Local 743

ARTICLE 7 VACATION

This letter of understanding has been added by the parties to clarify how vacation time will be applied in the collective bargaining agreement. Effective, the date of ratification employees will no longer earn vacation time in the current year for the following year. Employees will be awarded their vacation allotment January 1st of each calendar year. In the event an employee leaves the company they will be paid for unused vacation in the current year only.

The Company will pay a lump sum in the amount of \$1500 to all employees hired prior to 9/1/2014. The lump sum will be paid when administratively feasible after ratification. Only employees employed in Local 743 prior to 9/1/2014 are eligible for the lump sum payment. The examples below represent how vacation time will be applied moving forward.

Example #1

Employee hired 11/15/2017

- 11/15/2018 – Employee Eligible 2 weeks (80 h) Must use by the end of that calendar year (unused vacation time may not be carried over to the following year)
- 1/1/2019- Employee Receives 2 weeks' vacation pay for use in 2019
- 3/1/2019- Employee uses 2 weeks' vacation
- 4/15/2019- Employee leaves the company
- Employee owes no vacation time to the company and is due no additional time/pay

Example #2 Milestone 5 Year Anniversary

Today's date: 4/15/2021

- Employee hired 11/15/2016
- 1/1/2021- Employee receives 3 weeks' vacation (one additional week for the five (5) year anniversary).
- 4/15/2021- The employee has scheduled and used all three weeks prior to 11/15 anniversary date.
- 5/15/2021- Employee resigns and owes the company 40 hours of vacation (due to leaving prior to anniversary date).

Union Signature: _____

Company Signature _____

Date: 09/04/19

LETTER OF UNDERSTANDING #2

LETTER OF UNDERSTANDING #2

BETWEEN:

VERITIV OPERATING COMPANY AND IBT LOCAL 743

Article IX, Section 4 Pension

This letter of understanding has been added by the parties to clarify how the Pension Benefit Amount will be applied beginning from January 1, 2019 and thereafter for employees whose separation from employment occurs on or after January 1, 2019. Employees whose separation from employment precedes this date are subject to the pension rates applicable at the time of their separation.

These examples assume normal retirement age and reflect gross amounts only that are subject to adjustment pursuant to personal retirement options of individual employees as well as ordinary tax and other withholdings legally required of such disbursements. For this purpose, years of service are considered to be Benefit Service as defined under the terms of the Pension Plan. Furthermore, the calculation of any amounts for terminations occurring after the expiration of the current collective bargaining agreement may otherwise change pursuant to terms negotiated in a successor collective bargaining agreement.

EXAMPLE 1:

Employee hired 7/1/1989 and terminated 12/31/2018 and commenced benefits 1/1/2019

- Employee's years of service from 7/1/1989 through 12/31/2018 equals 29.5 years
 - Employee's pension benefit amount for this period will be calculated as $29.5 \times \$32 = \944.00
- Employee's total monthly pension benefit amount will be calculated as \$944.00

EXAMPLE 2:

Employee hired 7/1/1989 and terminated 1/1/2019

- Employee's years of service from 7/1/1989 through 12/31/2008 equals 19.5 years
 - Employee's pension benefit amount for this period will be calculated as $19.5 \times \$32 = \624.00
- Employee's years of service from 1/1/2009 through 1/1/2019 equals 10 years
 - Employee's pension benefit amount for this period will be calculated as $10 \times \$40 = \400.00
- Employee's total monthly pension benefit amount will be calculated as $\$624 + \$400 = \$1024.00$

Employee hired 7/1/1999 and terminated 7/1/2020

- Employee's years of service from 7/1/1999 through 12/31/2008 equals 9.5 years
 - Employee's pension benefit amount for this period will be calculated as $9.5 \times \$32 = \304.00
- Employee's years of service from 1/1/2009 through 7/1/2020 equals 11.5 years
 - Employee's pension benefit amount for this period will be calculated as $11.5 \times \$40 = \460
- Employee's total monthly pension benefit amount will be calculated as $\$304 + \$460 = \$764.00$

Union Signature

Jose P. [unclear]

Date

9-13-19

Company Signature

[Handwritten Signature]

Date

09/04/19