



**Agreement**

**Between**

**The Columbus Distribution Operation**

**Of**

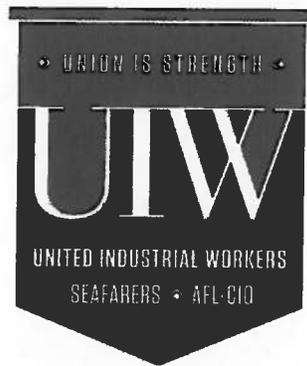
**VERTIV OPERATING COMPANY**

**And**

**THE UNITED INDUSTRIAL SERVICE,  
TRANSPORTATION, PROFESSIONAL,  
AND GOVERNMENT WORKERS OF  
NORTH AMERICA**

**Of the**

**Seafarers International Union of North America, AFL-CIO**



**Date: December 1, 2017  
to  
Midnight, November 30, 2021**

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## **ARTICLE I. AGREEMENT DURATION**

- (a) This Agreement between the Columbus Distribution Operation of Veritiv Operating Company, its successors and assigns, located at 525 North Nelson Road, Columbus, Ohio 43219, hereinafter termed the “Employer” and the United Industrial Service, Transportation, Professional, and Government Workers of North America, hereinafter referred to as the “Union” is entered into effective December 1, 2017, and will remain in full force and effect until midnight of November 30, 2021, and will automatically be renewed from year to year unless either party gives written notice to modify or terminate at least 60 days, but not more than 90 days, prior to the expiration date.
- (b) It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements and understandings, oral or written, expressed or implied, between such parties, and will govern their entire relationship, and shall be the sole source of all rights or claims which may be asserted in arbitration or otherwise. Unless such agreements and/or understandings are reduced to writing, and included in this Agreement they shall not be considered as a binding past practice upon the parties.
- (c) If notice is given as required in this Section, and agreement is not reached prior to the expiration date, the existing Agreement will remain in full force and effect until either party notifies the other in writing, that the Agreement will terminate in twenty (20) calendar days, and the twenty (20) calendar day period elapses.

## **ARTICLE II. INTENT AND PURPOSE**

The Employer and the Union each represent that the purpose and intent of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Employer, to promote efficiency and service, and to set forth herein the basic agreements covering rates of pay, hours of work, and conditions of employment.

## **ARTICLE III. COVERAGE**

- (a) The Employer recognizes the Union as the sole and exclusive bargaining representative for a unit consisting of all drivers and warehouse employees of the Veritiv Operating Company Columbus Division currently located at 525 North Nelson Road, Columbus, Ohio, excluding office clerical employees, janitors, guards, professional employees and supervisors as defined in the National Labor Relations Act (the “Act”). Classifications are generally set out in Article XXI, but such Article shall not operate to eliminate any work within the bargaining unit, and it is mutually agreed between the parties in the event that new equipment is added to perform work within the scope of the bargaining unit or new operations or classifications are added to the scope of the bargaining unit,

the parties will negotiate regarding wages, hours, and other conditions of employment as such may relate to the equipment or operation.

- (b) The Employer agrees not to enter into any agreement or contract with bargaining unit employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.
- (c) Supervisors exempt from the unit as defined by the Act, shall not perform any work within the bargaining unit except as provided in Article IV, Section (i) and (j).

#### **ARTICLE IV. UNION SECURITY**

- (a) Subject to the provisions of the Labor Management Relations Act of 1947, as amended, all present employees who are members of the Union on the effective date of this Agreement, or who become members during the term of this Agreement, shall remain members of the Union in good standing as a condition of employment or pay the required fair share agency fee in accordance with applicable law. Furthermore, all new employees in the Union bargaining units shall, after thirty (30) days of their first day worked be obligated to become and remain members of the Union as a condition of employment or pay the required agency fee in accordance with applicable law.

Employees who are not members of the Union shall within thirty (30) days of the effective date of this Agreement either become members in good standing or shall pay to the Union, as an agency fee, an appropriate amount determined by the Union on an annual basis in accordance with applicable law.

The failure of any person to become and remain a member of the Union at the required time or to pay the agency fee shall obligate the Company, upon written notice from the Union, to such effect and to further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to maintain his Union membership in good standing as required herein (except as otherwise required or permitted by law), or to continue to pay the agency fee shall, upon written notice to the Company by the Union, obligate the Company to discharge such person.

- (b) New or re-hired employees and laid off, suspended or terminated employees in the categories covered by this Agreement shall be reported from the time of hiring, layoff, suspension or termination, except as otherwise provided. For the purpose of training, a new employee may be assigned anywhere at any time during his probationary period.
- (c) The Employer may secure new employees from any source including the Union. The first ninety (90) days of employment shall constitute a trial or orientation

period, during which employees are considered probationary. Probationary employees, who after ninety (90) calendar days, begin their next scheduled workday, will be deemed to have completed their orientation period unless the parties have mutually agreed in writing to extend the orientation period for up to an additional thirty (30) days.

- (d) New employees must successfully complete their probationary period in order to be eligible for vacation accrual, holiday pay, funeral/death benefits, health and/or welfare benefits, jury duty pay, and rights as set forth under Article VII, as they pertain to the grievance and arbitration procedure. After completion of the probationary period, vacation will be calculated based on original date of hire.
- (e) Temporary employees employed by outside temporary agencies are not bargaining unit employees. Any time worked by such temporary employees will not count toward seniority or accrual of benefits. If the Employer hires a temporary employee their hire date, and seniority benefits will begin on the first date that the employee is on the Veritiv payroll system.
- (f) The Employer agrees that Local Union dues and initiation fees of all employees covered by this Agreement shall be deducted monthly from the pay of such employees and agrees to forward same to the Union to 5201 Auth Way, Camp Springs, Maryland, 20746, Attn: Secretary/Treasurer. The parties agree that any dues check-off shall be undertaken in accordance with Federal law if written authorization for such deduction is provided by the Union. The Union shall forward a check-off list showing the amount due from each employee.
- (g) It is recognized by the parties that to satisfy the demands of its customers and to successfully compete in business, the Employer may find it necessary to enter into subcontract agreements with respect to work now being performed by the driver classification. It is understood by the parties that the Employer has the right to subcontract out delivery work provided such subcontracting does not directly result in the layoff of any bargaining unit employee.
- (h) Neither the Company nor the Union will discriminate against any employee covered by this Agreement with regard to any term or condition of employment and agree to comply with all existing and applicable federal and state laws regarding discrimination in employment.
- (i) It is further agreed that persons other than regular or probationary employees are specifically prohibited from performing any work within the bargaining unit or work normally done by employees covered by this agreement, except by mutual consent of the Employer and the Union. This provision shall not prevent supervisory employees from performing bargaining unit work in the event business needs dictate, to satisfy customer service requirements, or in the course of training or instructing employees.

- (j) Sales trainees may be assigned to the warehouse for training for a period not to exceed 30 calendar days. Trainees will be prohibited from working overtime in the warehouse. If bargaining unit employees are laid off, sales trainees may only be assigned for training for 10 working days, as observers. No sales person may be allowed to perform bargaining unit work during these 10 working days.
- (k) In the event the Employer moves its Columbus Distribution Operations to another location or facility within 30 miles, the Employer agrees to offer vacant positions to displaced employees in Columbus who have the present qualifications to perform the duties of such vacant positions. The Company and Union agree that written notice will be given sixty (60) days prior to the move. The wages and conditions set forth by this Agreement will be implemented at the new location and the parties agree to meet and negotiate any adjustments needed at the new location.
- (l) The Union agrees to indemnify and hold the company harmless against any and all claims, demands, suits, or other forms of liability that might arise out of or by reason of action taken or not taken by the Company pursuant to the provisions of this Article with respect to the deduction of dues and/or the failure of an Employee to become or maintain union membership/agency fees.

#### **ARTICLE V. MANAGEMENT RIGHTS**

Except as expressly limited or modified by the provisions of this Agreement, the Employer has the full right of management of the plant and its operations. Such right of management includes, among other things, but is not limited to, the right to plan, direct, control, increase, decrease, or discontinue operations, to move, close, sell or liquidate in whole or in part; to shift products, items of production; to subcontract work; to change machinery, methods, facilities, or procedures used in connection with the management of the operation, or to discontinue any such procedure; to make work assignments and to transfer employees as may be necessary in its judgment for the operation of the business; to demote, discipline and/or discharge employees for just cause to schedule and determine the number of employees it shall employ at any time and the qualifications necessary for any job or jobs which currently exist or which may be created at the plant. It is further recognized and agreed that all rights heretofore exercised by the Employer or inherent in the Employer and not contracted away by the specific terms of this Agreement are retained by the Employer.

Such rights include but are not limited to management's right to establish or continue policies, practices and procedures for the conduct of the business and to assign work to such employees in accordance with requirements determined by management; to make and enforce reasonable work rules; and otherwise to take such measures as management may determine to be necessary for the orderly, safe and efficient conduct of the business.

## **ARTICLE VI. STEWARDS DUTIES**

The Union shall have the right to appoint job stewards from the Employer's seniority list. The authority of the steward shall be limited to the investigation and presentation of grievances in accordance with the provisions of this Agreement, and the handling of such Union business as may be delegated to him from time to time by the Union. Stewards shall notify their supervisor before investigating grievances, and when entering a department other than his own, a steward shall report his presence to the supervisor in charge. It is understood that stewards will not unreasonably interrupt normal operations, and unless good cause exists for doing so, will attempt to investigate grievances at such time as production will not be interfered with. There shall be a maximum of one steward and one alternate assigned per shift. There shall also be one driver steward and one alternate.

## **ARTICLE VII. GRIEVANCES AND ARBITRATION**

- (a) All disputes related to the interpretation or application of this Agreement must be timely and exclusively resolved through the following procedures:
- (1) STEP 1. A conference between the grieved employee, the applicable steward and the employee's immediate supervisor will normally occur within five (5) working days of the occurrence. If the grievance is not settled at said conference then, within five working days of the occurrence upon which the grievance is based or at the time at which the aggrieved employee knew or should have known of the events that gave rise to the grievance, the Union may submit such grievance in writing to the operations manager. Any grievance submitted in writing must contain the date, time, place, and provision of the negotiated agreement that was allegedly violated as well as the relief or remedy requested.
  - (2) STEP 2. Upon receipt of said written grievance and before the expiration of five (5) working days, a conference shall be had between the representative of the Union and/or the steward, the aggrieved employee and the Operations Manager. If the grievance is not settled at said conference, the operations manager shall give a written answer to the Union within five (5) working days after said meeting. If the Union is not satisfied with the Employer's written answer, the Union may, within five (5) working days after receipt thereof, appeal the grievance to Step 3 by written notice to the Employer's human resources manager or other authorized representative.
  - (3) STEP 3. Any grievance timely appealed to Step 3 shall be jointly discussed by Employer and Union representatives within ten (10) calendar days after receipt of the notice to appeal. Should the parties reach Agreement at this meeting, the terms shall be reduced to writing, signed by both parties, and be binding upon all parties.

- (4) If no Agreement is reached, the Union may within twenty (20) calendar days of the conclusion of the Step 3 meeting, refer the matter to Step 4.
- (5) In the event the Union does not elect to arbitrate, all issues raised and discussed in the Step 3 meeting shall be deemed permanently resolved in favor of the Employer's position.
- (6) STEP 4. In the event of a timely demand for arbitration, the parties shall jointly or individually request the director of the Federal Mediation and Conciliation Service to furnish a panel of seven (7) arbitrators, all of whom are Members of the National Academy of Arbitrators (NAA). As soon as possible after receipt of said list of arbitrators from the Federal Mediation and Conciliation Service, the parties shall meet and select a neutral arbitrator by Agreement, or if a mutual selection cannot be made from this list, then the parties shall alternately strike a name until only one name remains. A coin toss shall determine who shall strike the first name.
- (7) In the event that the employer and the Union deem the panel to be unacceptable, the employer and the Union may request the Federal Mediation and Conciliation Service to provide another panel and an arbitrator must be selected from a substitute panel.
- (8) The one name that remains at the end of the striking procedure shall be the arbitrator. The decision of the arbitrator shall be binding upon both parties. The Employer and the Union shall each pay one-half of the expenses of the arbitration.
- (9) It is understood that in making this decision, the arbitrator has no power to add to, amend, subtract from, or alter this Agreement.
- (10) All grievance answers shall be given to applicable shop stewards and a copy sent to the Union.
- (11) No grievance shall be discussed unless the outlined procedure has been followed. In any of the above steps, the time limitation may be extended by mutual written agreement by the parties.
- (12) For purposes of this Article only working days are defined as Monday through Friday.

- (13) 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 financial liability will be extended to accommodate the scheduled 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 VIII. NO STRIKE CLAUSE**

There shall be no lockouts by the Employer and the Union agrees that during the life of this Agreement, neither it nor its officers, representatives, committeemen, stewards nor its members will for any reason directly or indirectly, through its action or lack of action, call, sanction, encourage, or engage in any strike, walkout, slow-down, sympathy strike, sit-down, limitation of production, picketing or any other form of interference or interruption with the peaceful and normal operation of the business of the Employer. In the event of any breach of the foregoing, the United Industrial Service, Transportation, Professional and Government Workers of North America will declare publicly that such action is unauthorized and will promptly order its members to return to work by telegram, pointing out the loss of job, without recourse to grievance and arbitration, due to their breach of this Agreement, plus assist the Employer to take such steps as may be deemed necessary to correct this situation.

Any employee engaging in, encouraging, or assisting any breach of this clause shall be subject to immediate discharge at the Employer's sole discretion, without recourse to the grievance and arbitration provisions of this Agreement. The Employer may discipline or discharge such employee or employees without disciplining or discharging others who also breached this clause, and without regard to the degree of participation.

It shall not be a violation of this Agreement for any employee to refuse to cross a primary picket line, excluding any picket lines at the Employer's place of business. In the event that the Union is aware of an officially recognized primary picket line away from the Employer's place of business, the Union will provide the Employer as much advance notice as possible to avoid a violation.

#### **ARTICLE IX. WAGES, HOURS AND HOLIDAYS**

- (a) During the life of this Agreement, wage rates shall be in accordance with the schedule set forth in Article XX, section (b).
- (b) For pay purposes only the work week shall correspond with the Employer's pay period (currently Sunday through Saturday). It is recognized that the daily and weekly work schedules are based upon operating requirements and are subject to change as the Employer deems necessary.
- (c) Overtime shall be paid at the rate of time and one-half (1 ½) for all hours worked in excess of forty (40) hours per work week. Paid vacation, bereavement, and

holidays will count as time worked towards this forty (40) hour requirement. However there shall be no duplication of overtime.

All regular full-time employees shall be guaranteed forty (40) hours of pay at their straight time hourly rate per week (including pay for hours not worked due to holiday, vacation, etc.), with work generally scheduled five (5) days eight (8) hours per shift or four (4) days ten (10) hours per shift.

There shall be no daily hourly guarantee during the regular work week. If an employee agrees to report for work on a scheduled day off, the employee shall be guaranteed a minimum of four (4) hours of pay for reporting to work. If an employee misses a scheduled day or a part of a scheduled day of his own volition or personal necessity, his guarantee will be reduced by the number of hours he would normally have worked on that day. It is further understood that the weekly forty (40) hour guarantee of pay contained in this Agreement shall be reduced to the extent necessitated in any work week in which a partial or complete plant shutdown occurs because of fire, power outage, flood or catastrophe (or any other extraordinary circumstances or acts of god which is being beyond the bona fide control of the Employer.). The Employer may institute a revised work week schedule consisting of four days of ten (10) hours. Such schedules shall be posted for bid and filled by seniority and qualifications. Employees shall be paid on a biweekly basis.

(d) The following shall be observed as holidays:

**New Years Day**  
**Memorial Day**  
**Independence Day**  
**Labor Day**  
**Thanksgiving Day**  
**Day after Thanksgiving**  
**Christmas Eve**  
**Christmas Day**  
**3 Floating Holidays**

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 personal day, vacation day, or take the day off without pay.

(e) All non-probationary employees who work the full scheduled working day before the holiday work the holiday if scheduled and the full scheduled working day after the holiday shall receive eight (8) hours straight time pay in addition to any holiday hours actually worked. The death of an employee's immediate

family member shall be considered an excused absence concerning the above requirement of working the day before, the day of and or the day after to qualify for holiday pay. Employees working a schedule of four (4) ten (10) hour days shall be paid holiday pay on the basis of ten (10) hours rather than eight (8) hours, only when the Company observes the holiday.

- (f) An employee who is on vacation in a holiday week will receive eight (8) hours holiday pay, or by mutual agreement, an additional day off with pay. NOTE: Any combination other than a Monday through Friday will be considered a broken week as it creates a situation whereas that partial week will not be available to another employee as a full week. In weeks where a holiday falls within, the extra day(s) will be scheduled after full weeks are scheduled, at a mutually agreeable time.

All employees who are scheduled to report to work after 12:00 noon will receive an additional \$.40 per hour for work performed on that shift.

- (g) The Employer will provide lodging and meal reimbursement for all drivers scheduled for overnight trips as follows:

Lodging: Single, reasonably priced room subject to Employer approval.

Meals: Up to \$20.00 for dinner and up to \$10.00 for breakfast.

The above reimbursements will be paid upon receipts and properly completed company expense report forms. Forms must be turned in no later than five (5) working days from date of expense incurred.

- (h) An employee who regularly and continuously received premium night differential shall receive this premium or those premiums in addition to his base rate of pay for vacation, holidays, overtime, jury duty and bereavement pay.
- (i) The supervisor on duty will determine when overtime is necessary. Overtime will be first offered to the employees on duty, in the classification by seniority, on the shift where the overtime is required.

When overtime is necessary on a scheduled day off, such overtime will be assigned by seniority to employees who normally perform the work in the classification and on a shift that would normally work during the hours that overtime is needed.

In the event additional employees are needed in excess of those available in the classification, such overtime shall then be offered to the warehouse seniority list. Thereafter, truck driver seniority list.

- (j) Overtime for the purpose of inventory will be required by all employees. The inventory dates will be posted as soon as possible after the inventory dates have been established.
- (k) Notification of mandatory overtime will be given at least one half (1/2) hour before the end of the shift via the public address system and posting on the bulletin board, except that notice of mandatory overtime for a scheduled day off will be given by the start of the employee's last shift worked prior to the employee's scheduled day off.
- (l) The employer will not mandate weekend overtime for an employee with previously approved vacation the Friday preceding or the Monday following the weekend in question.
- (m) In the event all employees are offered overtime and no one is initially desirous of performing such work, overtime on a reasonable basis may be required of junior employees in the reverse order of which it was first offered.
- (n) Drivers may be re-dispatched as they return from their routes. In the event more than one driver is available, seniority and qualifications shall be the determining factor. Once a driver is selected and re-dispatched and given delivery orders, there will be no delay awaiting the arrival of a more junior Driver to be assigned the delivery.
- (o) The employer may use non-bargaining unit employees to assist in warehouse inventory. The following conditions will apply:
  - (1) Only bargaining unit employees will operate lift equipment. However, the Company may use non-bargaining unit employees in cases of non-production type work such as hanging magnets, checking stock, maintenance, etc.
  - (2) Non-bargaining unit people will not work prior to or beyond regular warehouse starting and quitting times, unless all warehouse employees have been afforded the opportunity to work overtime (except for the re-count and audit procedure).

**ARTICLE X. WORKING CONDITIONS**

- (a) For the purpose of establishing shift pay differential, employees with starting times falling within the windows listed shall be considered as working within that shift.
  - (1) First shift shall have a starting time on or after 4 a.m.
  - (2) Second shift shall have a starting time on or after 12 p.m.

- (b) Five (5) days advanced notice shall be required for any change of one hour or more in the regularly scheduled start time of an employee.
- (c) Employees shall be given two 10 minute paid rest periods every 8 hours at approximately midpoint of shift. In the event of overtime, additional rest periods shall be allowed. Employees who work more than 2 hours overtime shall be entitled to an additional 10 minute rest period, and shall be entitled to an additional 10 minute rest period for each additional 2 ½ hours worked.
- (d) Employees shall have a daily lunch period, not to exceed 30 minutes, between the third and fifth hours.
- (e) It is agreed that if the Employer calls a meeting during business hours, he shall compensate those employees called into the meeting for any lost time.
- (f) In case of death in a non-probationary employee's immediate family the employee will be granted a leave of absence and be compensated at his regular straight time rate of pay for his scheduled hours of work up to a maximum of three (3) consecutive days, one (1) of which must include the day of the funeral. Such compensation will not exceed eight (8) hours per day, subject to the following limitations:
  - (1) Members of an employee's immediate family are limited to the employee's mother, mother-in-law, father, father-in-law, stepparents, brother, sister, spouse and child. Proof of relationship may be required.
  - (2) In the case of the death of grandparents or grandchildren, the employee will be allowed up to two (2) consecutive days leave with pay, not to exceed eight (8) hours per day. For grandparents-in-law, brother-in-law, sister-in-law, uncles and aunts, the day of the funeral will be allowed with pay.
  - (3) No compensation will be granted where the employee does not attend the funeral. Proof of attendance may be required.
  - (4) The funeral leave pay is for scheduled hours the employee would have worked if he had not attended the funeral.
  - (5) Additional time off may be taken with Employer approval for travel time or other extenuating circumstances without depriving the employee of bereavement pay.
- (g) A regular employee serving on a local jury shall be paid the difference between straight time pay and jury pay, but not to exceed thirty (30) days in a calendar year.

- (h) The Employer shall make available bulletin board space for the purpose of posting Union notices, providing that copies of such notices are first presented to the designated official of the Employer. Postings shall be initialed by the designated official of the Employer prior to posting.
- (i) The Representatives of the Union shall, upon prior request to the Operations Manager and/or his designated representative, be admitted to the Employer's premises during working hours for the purpose of participating in the adjustment of grievances, provided that such visits are not abused and do not interfere with production or with employees while at work. Upon arrival at the facility the Representative must sign in at the Reception desk and his presence will be made known to the Operations Manager and/or his designee.
- (j) The Employer shall furnish to all employees all equipment necessary for their safety.

#### **ARTICLE XI. SENIORITY**

- (a) On lay-off, recall, choice of shifts, and vacations, the principal of seniority shall apply. Seniority shall be determined by the length of continuous service of the employee from employee's date of hire or last entry into the bargaining unit, whichever is later. An agreed upon seniority record shall be established and maintained and kept posted.
- (b) Seniority shall be considered broken if an employee is discharged, voluntarily quits, retires, performs no work for the Company for twelve (12) consecutive months, or length of service, whichever is less, or fails to report for work within one (1) week after recall from layoff. Notification by registered mail, certified mail or telegram to employee's last known address shall be deemed sufficient notice, and it shall be the employee's responsibility to keep Employer informed of his current mailing address.
- (c) Any employee desiring a leave of absence from his employment shall secure written permission from his Employer and the Union. Failure to comply with this provision shall result in loss of seniority rights for the employee involved.
- (d) An employee cannot bump another except in cases of job abolishment or medical reasons through no fault of his own or a change of start time greater than one (1) hour of their selected bid/classification.
- (e) The classifications are defined as:
  - (1) Driver/Warehouse
  - (2) Warehouse

The warehouse classification will reflect primary duties in the following areas:

- (1) Picker/Packer
- (2) Shipper/Receiver

All specialty assignments will fall under the warehouse classification.

The Employer agrees to post job openings for all positions covered under this contract for a period of three (3) working days. Such postings shall contain an adequate description of the job duties, the wage rate for the position and the hours involved. Employees shall be entitled to bid on such jobs, and the job shall be awarded to the senior qualified employee. Employees must have the ability to perform the available work (such as appropriate state certifications or licensures) as determined by the Employer. If, in the opinion of the Employer, the senior employee bidding is not qualified to perform the work satisfactorily, the job shall be awarded to the next qualified senior employee who has bid for the job. An employee that has been placed on a new job as a result of a bid procedure, shall have a trial period of thirty (30) calendar days unless it is determined jointly by the Union and Employer prior to that time that he is obviously not qualified, and if at the end of such trial period his work is unsatisfactory he will revert to his former job. An employee may request disqualification with a valid reason from the Employer and the Union prior to the expiration of the thirty (30) calendar days.

Where an employee who bids or bumps into a job requires additional training, the Employer shall provide such training for a period not to exceed thirty (30) calendar days.

- (f) Employer will grant to not more than two employees a leave of absence without pay to attend a Union conference or convention to which said employee has been elected or appointed, not more often than once per calendar year. The leave of absence shall not exceed fourteen (14) days. The Union will notify the Employer one week in advance so that the Employer's operation will not be interrupted.
- (g) It is understood that lead men may be appointed by the Employer as needed from employees in the bargaining unit. However, lead men are subject to be bumped when a job abolishment or lay-off occurs. Such employee who bumps a lead man will not receive lead pay, but will receive the rate of the job classification and may or may not be named lead man in that department.
- (h) Upon written request by the Union, the Employer will grant a leave of absence without pay or fringe benefits to not more than one employee at any one time to take a position with the Union. Such employee will not accumulate seniority during such leave.

- (i) Any bargaining unit employee, selected by the Employer, promoted to supervisory capacity, shall maintain and accrue seniority within the bargaining unit for the duration of said promotion or for one year, whichever is shorter. This right to retain seniority in the bargaining unit is forfeited if the employee is terminated or reigns from a salaried position.

## **ARTICLE XII. MILITARY SERVICE**

An employee who enlists or is inducted into military service shall be granted all rights afforded to such persons under federal law.

It is understood that this provision is intended to apply to a single enlistment period except in the event of national emergency.

## **ARTICLE XIII. DISCIPLINARY ACTION AND SEVERED EMPLOYMENT**

- (a) The Employer reserves the right to discharge any employee for the violation of any reasonable rules or regulations made by the said Employer, or for inefficiency or incompetence in the work in which the employee is classified. It is understood that the Employer will give the reasons for such discharge to the committee of the Union upon request.
- (b) Should any employee (former employee, within five days of his discharge) feel that he has been disciplined without just cause, a grievance may be presented to the proper representative of the Employer who will give it prompt and thorough consideration via the grievance procedure.
- (c) A copy of any discipline notice on an employee will be sent to the Union. The Union will be given written notification of a discharge. Discipline notices will be issued within 30 days following the infraction with copies to the Union.

**ARTICLE XIV. VACATION POLICY**

- (a) Eligibility for an employee's first vacation (1 week) will be determined by the anniversary date of his employment. Arrangements must be made to permit employees to enjoy such earned vacations between the actual employment anniversary date and the end of the year in which it occurs.

The following schedule will apply. "Service" means continuous employment as a regular employee.

<input type="checkbox"/>	1 year	=	1 week
<input type="checkbox"/>	2 years	=	2 weeks
<input type="checkbox"/>	8 years	=	3 weeks
<input type="checkbox"/>	15 years	=	4 weeks

All employees eligible for five (5) weeks vacation or will be eligible prior to 11/30/98 will continue to receive same.

After an employee has qualified for his first one week vacation, he automatically qualifies for future vacations as of January 1 of each year.

After an employee has qualified for two weeks vacation, he automatically qualifies for two weeks vacation as of January 1 of each year.

An employee shall qualify for a third weeks vacation on his eighth anniversary date and thereafter shall qualify for three weeks vacation on each succeeding January 1.

An employee shall qualify for a fourth weeks vacation on his fifteenth anniversary date and thereafter shall qualify for four weeks vacation on each succeeding January 1.

- (b) Vacations must be taken during the calendar year, unless, due to an emergency, or the Employer cannot schedule or must postpone an employee vacation in a calendar year, in which case the employee shall be entitled to take the missed vacation in the first quarter of the following calendar year. Earned vacation pay will be paid through the normal payroll cycle and method at the time vacation is taken.
- (c) If an employee, who has not taken a vacation earned by his service, leaves or is separated for any reason other than stealing, drunkenness or drug use, he will be paid for all such earned, unused vacation time.

- (d) Employees are eligible for vacation on January 1 of each calendar year and may take their vacations any time after that date with due regard to seniority and the number of employees requesting vacations at one time. No more than one (1) driver will be allowed to schedule vacation for a given week and no more than one warehouseman per shift will be allowed to schedule vacation for a given week.

Vacation selection for full week increments to be scheduled by seniority shall be completed by the last week of February. Beginning March 1, requests shall be on a first come, first served basis. All vacation time is to be scheduled prior to October 31st. Employees eligible for more than one week of vacation may take consecutive weeks or may take their vacations in separate weekly periods; however, if an employee desires to schedule a vacation on a "split" basis, he may exercise his seniority on only one of those vacation periods. In no event, regardless of seniority, shall an employee selecting vacation in June be able to bump a vacation selection made in January.

- (e) Former employees returning from a military leave of absence after three months at work will be allowed vacation with pay in accordance with above provisions. Time spent on military leave of absence will count as company service in qualifying for the above vacation benefits.
- (f) Vacation pay for employees returning from absence from work will be reduced as follows:
  - (1) Absence from work up to thirteen (13) weeks will not reduce vacation pay.
  - (2) Absence from work of thirteen (13) weeks but less than twenty-six (26) weeks will reduce vacation pay by  $\frac{1}{4}$ .
  - (3) Absence from work of twenty-six (26) weeks but less than thirty-nine (39) weeks will reduce vacation pay by  $\frac{1}{2}$ .
  - (4) Absence from work of thirty-nine (39) weeks or more will disqualify the employee for vacation that year.

An employee performing any work during a week shall be considered as having worked that week.

- (g) Employees who have at least two (2) weeks of vacation may elect to take one (1) week [5 days] as day at a time vacation. NOTE: Any combination other than a Monday through Friday will be considered a broken week as it creates a situation whereas that partial week will not be available to another employee as a full week.

The following conditions shall apply:

- (1) Employees must give a twenty-four hour notice before such vacation day may be secure.
- (2) Subject to Employer approval, there shall be a limit of two employees per shift permitted off at any one time.
- (3) If more than one person has requested off, at the same time, seniority shall prevail.
- (4) Employees who wish to cancel a vacation day must provide the Employer at least 72 hours advance notice.

#### **ARTICLE XV. HEALTH AND WELFARE PLANS**

The Employer will provide group insurance as follows: group life insurance; medical insurance, dental insurance, vision insurance and short-term disability insurance covering regular full time employees the first of the month coinciding with or immediately following date of hire. The Employer agrees to pay the full cost for life and accidental death and dismemberment insurance (benefit amount of \$15,000 for each) and short-term disability insurance. Employees will pay 20% of premium for select medical and dental insurance coverage adjusted on an annual basis and the full cost of vision insurance. 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, 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 20% cost share to the employees.

The weekly short-term disability 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 1<sup>st</sup> day due to accident and on the 8<sup>th</sup> 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 Medical Care Program SPD are met.

## **ARTICLE XVI. PENSION PLAN**

Employees 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 Columbus facility represented by the Union 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 participated 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 16. For avoidance of doubt, the terms of Exhibit 9 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.

### **Pension Benefit Amount:**

The benefit levels, as outlined below, will be in effect for the duration of the contract:

\$38.00 per month per year of service for terminations after 11/30/10.

- (a) Other provisions of the plan include:

Full vesting after 5 years of continuous service.

**Disability Retirement Benefit:** To receive disability benefits, employees must be totally and permanently disabled as evidenced by receipt of a current Social Security Administration Disability Award; and were an active participant in the Plan on the date they became totally disabled as determined by the Social Security Administration; and remained totally disabled on the first day of the month after completing six months of total disability or if later, after all the above requirements are satisfied.

The disability benefit will be paid in the form of benefit you select from among the options available by the Plan. As long as you remain disabled and provide the required proof of continuing disability, benefits will continue until your Normal Retirement Date. Then your disability benefit will be converted to a normal retirement benefit.

- (b) The wording of this Agreement is intended to give the Union and each employee a basic understanding of the main features of the Veritiv Pension Plan. It does not, and is not intended to, cover the program in detail. All statements contained in the agreement are subject to the terms and conditions of the Veritiv Pension Plan, which is on file with the Pension Benefit Guaranty Corporation in accordance with Title IV of the Employment Income Security Act of 1974.
- (c) The Employer shall continue such plan during the life of this Agreement and shall make no reduction in benefits.

## **ARTICLE XVII. DRUG TESTING**

The Employer is committed to providing a safe workplace for all employees. It is in the interest of the employees, the company, the local union and the community that the Columbus, Ohio facility remains free from employees reporting for work or working under the influence of illegal drugs, controlled substances and/or alcohol. This policy is considered a living document and is subject to change as applicable with Federal / State law and/or corporate review. Employees will be notified of changes.

The Employer may, at its option, initiate this policy with a one (1) time testing of all employees at the Columbus facility.

### **Elements of the Drug Testing plan includes:**

- (1) An employee assistance plan;
- (2) A Medical Review Officer review of all positive results;
- (3) Random testing procedure;

- (4) Reasonable suspicion, for cause, and post accident testing.
- (5) All positive test results will result in termination.

The Employer agrees to pay an employee for all lost time as a result of an Employer required drug test which results in a negative (not under the influence) finding.

#### **ARTICLE XVIII. UNION COOPERATION**

- (a) The Union agrees to cooperate with the Employer in maintaining and improving safe working conditions and practices, in improving the cleanliness and good housekeeping of the departments, machinery, and equipment.
- (b) The Union agrees to cooperate in correcting inefficiencies of members which might otherwise necessitate discharge.
- (c) The Union recognizes the need for improved methods and output in the interest of the employees and the business and agrees to cooperate with the Employer in the installation of such methods, in suggesting improved methods, and in the education of its members in the necessity for such changes and improvements.
- (d) The Union recognizes the need for conservation and the elimination of waste and agrees to cooperate with the Employer in suggesting and practicing methods in the interest of conservation and waste elimination.

#### **ARTICLE XIX. SAFETY COMMITTEE**

There shall be a safety committee established from the warehouse employees to implement safe working conditions. This committee shall be comprised of two (2) supervisors and two (2) Bargaining Unit employees. The Employer shall recognize this committee and they shall work on a continuous basis to improve the element of safety on the job.

#### **ARTICLE XX. RULES**

The Employer and the Union have agreed to certain shop rules which have been initialed by the parties. In the event the Employer wishes to change or add to such shop rules, the Employer will notify the Union of such proposed change or addition not less than 30 days prior to the date of which such changed or additional rule shall become effective. The Union may notify the Employer in writing prior to the proposed effective date of any objection it may have to such changed or additional rule, in which event the company and the Union will meet in an attempt to agree on the change or addition. If no agreement is reached, the Employer may put the changed or additional rule into effect and the Union may proceed through the grievance procedure either upon the rule becoming effective or upon enforcement thereof. If the Union fails to notify the Employer of any objection to the changed or additional rule prior to the effective date, the Union shall nevertheless have the right to object through the grievance procedure in the same manner as stated above.

**ARTICLE XXI. CLASSIFICATIONS AND WAGE RATES**

PAY PERIOD: The Employer reserves the right to submit payment in the form of direct deposit on a bi-weekly payroll schedule (every two weeks). Within 60 days of ratification of this agreement, all employees will enroll in direct deposit for payroll processing.

- (a) General Wage Increase for Drivers and Warehouse Workers (Warehouse Workers hired before 12/1/2010):

Position	12/1/2017	12/1/2018	12/1/2019	12/1/2020
Warehouse	\$20.95	\$20.95	\$20.95	\$20.95
Driver/Warehouse	\$22.98	\$23.44	\$23.91	\$24.39

Position	12/1/2017	12/1/2018	12/1/2019	12/1/2020
Warehouse Worker	\$1000	\$1000	\$1000	\$1000

The Warehouse Worker lump sum for Warehouse Workers hired prior to 12/1/2010 will be paid as follows:

Employees will be paid \$500 by December 15<sup>th</sup> and \$500 by June 15<sup>th</sup> each contract year. Employees must be actively employed on December 1<sup>st</sup> and June 1<sup>st</sup> to qualify for each respective payment.

Warehouse janitorial type functions will be a non-bargaining unit position.

All Employees hired in the Warehouse Worker classification after December 1, 2017 will be paid at a new hire rate of .45 less than the current classification rate. After their first year of service the employee's rate of pay will reflect the current classification rate of pay listed below:

Hired After 12/1/2010	12/1/2017	12/1/2018	12/1/2019	12/1/2020
Warehouse Worker	\$16.45	\$16.78	\$17.11	\$17.46

Employees performing paper cutting/slitting work shall receive an additional \$.36 per hour for the time spent performing such work.

It is the intent of the parties that the provisions of this agreement will supersede all prior agreements and understandings, oral or written, expressed or implied, between such parties, and will govern their entire relationship, and shall be the sole source of all rights or claims which may be asserted in arbitration or otherwise.

#### **ARTICLE XXII. EQUAL EMPLOYMENT OPPORTUNITY**

The Company and the Union agree that all employees shall have equal employment opportunities regardless of race, color, religion, sex, national origin, and within the framework of federal and state laws regarding age discrimination.

The Company and the Union shall observe the rights of the handicapped as provided in the Rehabilitation Act of 1973 and the rights of disabled veterans and veterans of the Vietnam Era as provided in the Vietnam Era Veterans' Readjustment Assistance Act.

Wherever used in this Agreement, the masculine personal pronoun and/or the feminine personal pronoun shall have equal application to the other.

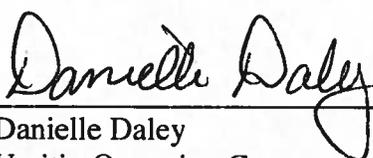
#### **ARTICLE XXIII. KITTING**

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. An example of such non-traditional work would be the assembly of "kits", 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.

The Parties further acknowledge that the Employer may lease space within its warehouse facilities to unrelated third parties to perform services which may include warehousing/logistics services. The parties agree that nothing in this Agreement creates obligations for the Employer or any third party with respect to the terms and conditions of employment for employees engaged by third parties. The Employer agrees that it shall not rely on this Letter to circumvent the terms of this Agreement or to reduce the size of the bargaining unit.

Company

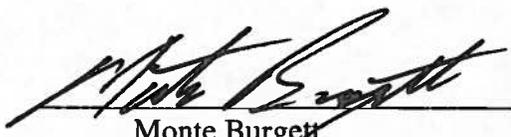
Veritiv Operating Company  
Columbus, OH

By:   
Danielle Daley  
Veritiv Operating Company

Date: 10/27/2017

Union

United Industrial, Service, Transportation,  
Professional and Government Workers of  
North America

By:   
Monte Burgett  
UIW Vice President

Date: 10/23/2017