

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**ENFIELD  
VERITIV OPERATING COMPANY**

**And**

**TEAMSTERS LOCAL 671**

**December 1, 2017 – November 30, 2020**

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## **AGREEMENT**

AGREEMENT made and entered into this December 1, 2017 through November 30, 2020 by and between Veritiv Operating Company, with a place of business in Enfield, Connecticut, hereinafter referred to as the "Employer" or "Company" and LOCAL UNION NO. 671 an affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America located in Bloomfield, CT, a labor organization acting as the Agent of the employees of the Employer covered by this agreement hereinafter designated and referred to as the "Union".

### **ARTICLE 1 - UNION RECOGNITION**

The Employer recognizes the Union as the sole exclusive bargaining agent for employees employed at the Employer's facility at 25 Bacon Road, excluding office and clerical employees, professional employees, salesmen, guards and supervisors as defined in the Labor Management Relations Act, 1947. The Company agrees to abide by the Connecticut Teamsters jurisdictional areas.

### **ARTICLE 2 - UNION SECURITY**

1. It shall be a condition of employment that all employees of the Employer covered by this agreement who are members of the Union in good standing on the effective date of this agreement shall remain members in good standing and those who are not members on the effective date of this agreement shall on the 31<sup>st</sup> day following the effective date of this agreement become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this agreement and hired on or after its effective date shall on the 31<sup>st</sup> day following the beginning of such employment become and remain members in good standing in the Union. Good standing for the purposes of this agreement shall be interpreted to mean the payment of the initiation fee and monthly dues in the amount prescribed by the Local Union.

2. CHECK-OFF: The Employer agrees to deduct from the pay of all employees covered by this agreement each pay period the union dues and initiation fees of the Local Union and agrees to remit to said Local Union all such deductions at the end of each month.

### **ARTICLE 3 - JOB STEWARD**

#### **Stewards - Appointments and Duties**

The Employer recognizes the right of the Union to designate a Job Steward and alternate from the Employer's Seniority List. The authority of the Job Steward and alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances to his Employer or the designated Company representative in accordance with the provisions of this Collective Bargaining Agreement.
2. The collection of dues when authorized by appropriate Union official provided, however, that such activity does not unduly interfere with the work of the Employer.
3. The transmission of such messages and information which shall originate with, and are authorized by, the local Union or its Officers, provided such messages and information:
  - a. Have been reduced to writing, or
  - b. If not reduced to writing are of a routine nature and do not involve work stoppages, slowdowns or refusals to handle goods.

The Job Steward and alternate have no authority to take strike action, cause a slowdown or any other action interrupting the Employer's business, except as authorized by official action of the Union. The Employer recognizes these limitations upon the authority of the Job Steward and their alternate, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop Steward has taken unauthorized strike action, or work stoppage in violation of this Agreement. The Union reserves the right to remove the shop Steward at any time for the good of the Union.

The Job Steward shall be permitted to leave his work to investigate and adjust the grievance of any Employee within his jurisdiction, after notification to his supervisor. Employees shall have the Job Steward or a representative of the Union present during the discussion of any grievance with a representative of the Company.

The Job Steward shall be granted super-seniority for purposes of layoff.

#### **ARTICLE 4 - NON-DISCRIMINATION**

The Employer and Union agree that neither will discriminate against an Employee covered by this Agreement with regard to any term or condition of employment because of race, color, ethnicity, creed, religion or national origin, age, sex, sexual orientation, marital status, gender identity or expression, genetic information, qualified disability or veteran status, or any other classification protected by law and that both will promote equal opportunity for all qualified persons. The Employer agrees that it will not discriminate against any Employee who is a member of the

Union in engaging in lawfully protected Union activities. Employees will receive equal pay for equal work and perform equal work for equal pay.

Where the word "he" or "his" is used in this Agreement, it shall be defined to include "she" or "her".

## **ARTICLE 5 - PROTECTION OF RIGHTS**

It shall not be a violation of this Agreement, and it shall not be cause for discharge or discipline, if any Employee or Employees refuses to go through or work behind a lawful primary picket line of a Union at another location. If the Union knows of a primary picket line, or when it becomes known, it will provide the Employer forty eight (48) hours notice if an employee is going to refuse to cross a bona fide picket line.

It shall not be a violation of this Agreement and it shall not be cause for discharge or discipline action in the event an Employee, out of fear for his/her personal safety, refuses to go through or work behind any lawful, primary picket line.

### Picket Line

1. It shall not be a violation of this agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of the Union party to this agreement and including primary picket lines at the Employer's places of business.

In the event there is a lawful, economic or unfair labor practice strike at a Veritiv customer or vendor location, the Company may use supervisory or delivery service personnel to provide service to the customer.

### Struck Goods

2. It shall not be a violation of this agreement, and it shall not be a cause for discharge or disciplinary action if any employee refuses to perform any service which his Employer undertakes to perform as an ally of an employer or person whose employees are on strike, and which service, but for such strike, would be performed by the employees of the employer or person on strike.

## **ARTICLE 6 - MANAGEMENT RIGHTS**

Unless limited by a specific provision of this agreement, the Employer reserves and retains, solely and exclusively, all of its inherent rights to manage the business, as such rights existed prior to the execution of this agreement. 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, to discipline for just cause; and otherwise to take such measures as management may determine to be necessary for the orderly, safe and

efficient conduct of the business. These rights are not an intent to allow modification of wages, hours, and working conditions agreed upon by the parties.

### **ARTICLE 7 - NO STRIKE AND NO LOCKOUT CLAUSE**

1. During the term of this Agreement or any renewals or extensions thereof, there shall be no strikes, sympathy strikes, slowdowns, work stoppages or cessation of work and no lockouts.
2. Should any such strike, sympathy strike, slowdown, work stoppage or cessation of work occur during the term of this Agreement or any renewal or extensions thereof, the Union, its officers, agents, and representatives, shall promptly make every reasonable effort in good faith to terminate any such strike, slowdown, work stoppage or cessation of work, including advising the Employer and employees in writing that any such action is in violation of this Agreement and by instructing and directing the employees to cease such improper conduct and to immediately return to work.
3. There shall be no liability on the part of the Union for any strike, sympathy strike, slowdown, work stoppage or cessations of work, provided it complies with paragraph (2) of this article.
4. It is understood that the Company during the first twenty-four (24) hour period of such unauthorized work stoppage, shall have the right to reasonable, non-discriminatory discipline, short of discharge. After the first twenty-four (24) hour period of such stoppage, and if such stoppage continues, the Company shall have the right to discharge any Union member who continues to participate in any unauthorized strike, slowdown, work stoppage or cessation of work.

### **ARTICLE 8 - HOURS OF WORK AND OVERTIME**

#### **Section 1**

Employees shall be paid overtime as follows:

Hours worked in excess of forty (40) per week, shall be paid at the rate of one and one-half (1 ½) times the regular straight time rate of pay. Paid time off, in accordance with the provisions in the agreement shall be counted as hours worked when calculating overtime. Daily hours, in excess of eight (8) per day, shall be paid at the overtime rate of one and one-half (1 ½) 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, due to lack of work, or other conditions beyond the control of the Company, such as power failures, fires, floods or similar causes.

## **Section 2**

1. Any employee who reports to work at his usual time shall receive a minimum of eight (8) hours straight-time pay for the day unless previously notified not to report for work or unless work is unavailable as a result of an act of God, fire or utility failure. If work is not available for an employee at his regular job, he may be temporarily transferred to other work. Any employee advised not to report to work because of a storm, breakdown or other causes beyond the control of the Employer may, at the employee's option with notice to Employer, take an earned vacation or personal day for said lost workday.
2. Any employee who works on a Saturday shall receive a minimum of four (4) hours pay.

## **Section 3**

Overtime and premium rates shall not be pyramided; to the extent that time worked is paid for at overtime or premium rated under one provision of this contract, such time shall not be counted as time worked in determining overtime or premium pay under the same or any other provision of this contract.

## **Section 4**

To the extent that it is practicable, overtime work shall be distributed among all regular employees as equitably as possible, provided employee is qualified to perform the work.

## **Section 5**

The Company shall designate starting times, except that the day shift employees starting times shall be between 3:00 a.m. and 10:59 a.m. The second (2<sup>nd</sup>) shift shall be between 11:00 a.m. and 6:59 p.m. and the third (3<sup>rd</sup>) shift shall be between 7:00 p.m. and 2:59 a.m.

## **Section 6**

1. Management shall have the right to schedule four day/ten hours per day workweek. The scheduling of the four (4) day workweek shall be limited to fifty (50%) percent of the entire population at the discretion of management. Such shifts will be offered on the basis of seniority among those appropriately licensed or qualified to perform the work. The Company will give an employee no less than ten (10) working days' notice of a change to a four day ten hour schedule. For those employees scheduled to work a four day workweek, payment of sick leave and funeral pay for normally scheduled workdays shall be at ten (10) hours. During weeks in which a holiday is scheduled, employees normally scheduled for four day workweek will be rescheduled to work eight (8) hour shifts for that week only. The parties agree that the four (4) day work shift shall be four (4) consecutive days.

2. Except for meal time, working time for all employees shall start when employees are instructed to report and shall continue until relieved from duty regardless of occupation.
3. Any employee called to work before his regularly scheduled reporting time will not be required to take time off to compensate therefore. Regular employees on their days off shall not be allowed to go to the warehouse or place of employment on non-work hours.
4. Inventory Clause - For the purpose of the Company's annual physical inventory, the Company shall have the right to adjust employee's starting times to effectively organize their physical inventory activities. In no case, however, shall an employee be required to report for work without having at least an eight (8) hour off duty period since the completion of his last shift. Adequate notice of adjustment in starting time shall be given by the Company to the Union for this purpose. If the Company shall need more than one (1) inventory per year, the above language will apply.
5. Employees must notify their supervisor when an absence is known but no later than two (2) hours prior to the start of a shift.
6. Scheduling Errors. When employees have been denied work due to scheduling errors (including doubling, holdover, and call-ins), they will be made whole. By providing them with the opportunity to work a comparable number of hours. Penalty payments will not be permitted in settlement of such grievances.

#### **ARTICLE 9 - SENIORITY**

1. Employees will be laid off and recalled following a layoff on the basis of their seniority and qualifications to perform the work required. For the purpose of layoff only, the steward shall be the last employee laid off, provided he is qualified to perform the work required.
2. When the Employer desires to fill a vacancy within the bargaining unit, promotion will be made on the basis of fitness, qualification and seniority. In the event that fitness and qualification of two (2) or more employees are relatively equal, seniority shall prevail. If no employee in the bargaining unit is qualified, the Employer may hire a new employee to fill the vacancy.
3. Flexibility. The Employer, in order to maintain the best operating efficiency, reserves the right to transfer employees from department to department for purposes of completing a shift, vacation relief, covering absences or fill-in work. Employees being transferred will be asked on their ability to safely perform the work.

The above language supersedes all existing language, position statements, special agreements, letter of instructions, grievance answers, arbitration awards, or any other source related to jurisdictional work assignments.

The Company agrees that no employee will be laid off, terminated, or suffers a reduction in wages as a result of the implementation of this provision.

4. An employee's seniority shall be terminated by any of the following events:
  - a. If he is discharged for proper cause.
  - b. If he voluntarily quits or retires.
  - c. Failure to respond to notice of recall, to state intentions to return or failure to report for work within seven (7) calendar days from the date of the recall.
  - d. The period of consecutive unemployment from the Employer, including cases of occupational injury or illness, which is the lesser of the length of active service, or twenty-four (24) months.
  - e. Unexcused absence of three (3) working days without communicating with the Company.
5. Any employee desiring a leave of absence shall secure written permission from the Employer with written notification to the Union.
6. All employees must work a probationary period of ninety (90) calendar days before being placed on the seniority list, within which time he may be dismissed without protest by the Union. However, the Employer may not discharge or discipline for the purpose of evading this agreement or discriminating against the Union member. If retained after the completion of the probationary period, seniority shall date back to the last date of hiring. In the case of discipline or discharge within the ninety (90) day period, the Employer shall notify the Local Union in writing.

#### **ARTICLE 10 - WAGES**

1. The minimum hiring rate (new hire rate) and the wage scale are set forth in Article 31 attached hereto, and made a part hereof.
2. An employee assigned to a job in a higher classification for more than one half ( $\frac{1}{2}$ ) hours and for less than four (4) hours will be paid the higher rate for four (4) hour. If the employee works for more than four (4) hours in the higher classified job he will receive the higher rate for the day. If assigned to a job in a lower paying classification, the employee will be paid the rate of the higher paying classification.
3. Biweekly Pay. Employees shall be paid bi-weekly, payable on Friday for the two weeks ended the prior week. When the regular payday falls on a bank holiday, the preceding workday shall be the payday. The Employer shall provide each employee with access to an itemized statement of earnings and deductions specifying hours paid straight-time and overtime, vacation pay, holiday pay, and other compensation payable to the employee, which is involved in the check.

4. Within sixty (60) days of ratification of this agreement, all employees will enroll in direct deposit for payroll processing.

### ARTICLE 11 - HOLIDAYS

Management reserves the right, prior to January 15 of each calendar year, to adjust the holiday schedule for New Year's Day, Independence Day, and Christmas Day, 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 a floating holiday day, and/or the movement of a floating holiday day to a stated holiday. When the Company declares an additional stated holiday, the employee may use a floating holiday, vacation day or take the day off without pay.

1. Subject to the provisions hereinafter set forth, any regular full-time employee shall be paid for the following holidays when no work is performed: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day. In addition, to the above mentioned holidays, there will be three (3) paid floating holidays. Management will designate the floating holidays by January 20 of each year. If Management does not designate the floating holiday by the January 20 date, the employees will be permitted to designate their own floating holiday. Floating holidays must be scheduled with and approved by management at least two weeks in advance. Ordinarily, holidays that occur on Saturday should be scheduled for the proceeding Friday and holidays that occur on Sunday should be scheduled for the following Monday.
2. Eligibility requirements for holiday pay shall be as follows:
  - a. The employee shall have completed his probationary period as provided for in Article 9 (6) hereof as of the date of any such holiday.
  - b. The employee must work the scheduled workday preceding and following the holiday unless absence is due to a bona fide sickness or accident, or if otherwise excused by the Employer.
3. Holiday pay for each of the holidays referred to in Section (1) hereof shall be computed at eight (8) times the employee's straight-time hourly rate.
4. An employee who works on any of the holidays set forth in paragraph (1) hereof shall be paid his holiday pay as provided in Section (3), together with the amount set forth in Article 8 Section 2 (2) hereof.
5. Any regular employee laid off for lack of work shall not be deprived of his holiday pay if the layoff does not exceed thirty (30) days duration. If an employee suffers an occupational injury during the payroll week in which a

holiday occurs, he shall be entitled to his holiday pay for that week provided the employee is not eligible for Worker's Compensation benefits.

## ARTICLE 12 - VACATIONS

1. Employees in the Employer's employ since the last date of hiring for (1) year, but less than (8) years on January 1 of any year shall be granted two weeks' vacation, those with eight (8) years, but less than fifteen (15) years on January 1 of any year shall be granted three (3) weeks' vacation, and those with fifteen (15) or more years on January 1 of any year shall be granted four (4) weeks' vacation, those with more than twenty (20) years on January 1 of any year shall be granted five (5) weeks' vacation, provided that in each case the employee has worked at least fourteen hundred (1400) hours during the fifty-two (52) weeks immediately preceding January 1. An employee who from his most recent date of hire has worked and completed three (3) continuous months of service, but has not completed one (1) year of service in January 1, as set forth above, shall retroactive to his most recent date of hire, be granted 6 & 2/3 hours of vacation time for each full month of service, provided that in each case the employee has worked at least one hundred seventeen (117) hours for each month of service. Any fractional part of a day granted which is less than four (4) hours, shall be received in pay in place of vacation time. An employee who works the requisite number of hours as provided above and who will complete eight (8) or fifteen (15) years of service during the calendar year following January 1, will be granted, in addition to two (2) or three (3) weeks of vacation, an additional week of vacation which may be taken AFTER their hiring anniversary date. For example, an employee who was hired on March 31<sup>st</sup> and will complete his 8<sup>th</sup> year on the upcoming March 31<sup>st</sup>, will earn an additional week of vacation on March 31<sup>st</sup> and may, during the proper bidding period based on seniority as described below, bid for his newly-earned third (3<sup>rd</sup>) week, but may only take it after March 31<sup>st</sup>. Therefore, she/he will bid for all three (3) weeks in November/December, but should he leave the Company before March 31<sup>st</sup>, he would not have yet "earned" that additional week and would not be due pay for that week of vacation time not used.
2. Employees' vacation pay for each week of vacation shall be computed at forty (40) times the straight-time hourly rate.
3. The vacation period will run from January 1 through December 31. Employer shall post a Vacation Schedule. During the period between November 1 and December 31, employees will select vacations based on seniority, however, no more than ten (10) percent (Normal rounding shall apply) shall be permitted to be on vacation at the same time. Based upon seniority the top one-half (1/2) of the effected group will pick during the month of November. The bottom one-half (1/2) will pick during the month of December. Management shall reserve the right to limit specific dates/times and/or establish "black out" dates where required. After January 1<sup>st</sup>, vacations not scheduled will be awarded on a first come-first served basis. Normally one (1) week advance notice or mutually agreed upon time frame shall be required to schedule vacation.

4. Whenever one of the "fixed" or management determined "floating" holidays, as set forth in Article 12, occurs during an employee's vacation period, said employee will be paid for the full week of vacation (40 hours) and also receive eight (8) hours of holiday pay (at straight time) for a total of 48 hours of regular pay on this instance. The provision to provide an extra day off with pay at a later date shall no longer be in effect. Employee shall still be required to work the scheduled workdays preceding and following his/her vacation period in order to be eligible for this holiday pay.
5. If an employee's employment terminates, except discharge for cause, prior to his eligibility date, he will receive pro-rata vacation pay provided he gives the Employer at least two (2) weeks prior written notice.

### **ARTICLE 13 - DISCIPLINE AND DISCHARGE**

Notice of discipline or discharge will be provided to the affected employee and the Union. The notice shall be dated and state the date of the violation, a brief description of the violation and the rule violated.

A discharge for the reasons shown in the following list, if proved, will be conclusively presumed by the Union to be just cause:

- a) Calling an unauthorized strike or walkout.
- b) Drunkenness, drinking during working hours (including lunch time) or being under the influence of liquor or drugs during working hours (including lunch time or on Company property) or violation of Substance Abuse Policy.
- c) Assault of a Company supervisor, manager or the Company's representative.
- d) Fighting or verbal assault of a fellow employee, customer or vendor on Company property, customer or vendor property or Company time including lunch or break time.
- e) Carrying unauthorized passengers in Company's vehicle.
- f) Except as otherwise authorized by applicable law, carrying firearms on Company property.
- g) Theft, dishonesty or any behaviors so severe as to warrant immediate discharge or suspension.
- h) The use of drugs not prescribed by a doctor or a bona fide licensed medical professional will result in discharge of the offending employee.

## ARTICLE 14 - GRIEVANCE AND ARBITRATION

Any grievance or dispute which arises between the Employer and the Union concerning the interpretation or application of this Agreement shall be resolved through the grievance procedure as follows:

Step 1: A grievance must be presented to the immediate Supervisor within five (5) working days of the incident or disciplinary/discharge notice that gave rise to the grievance or within five (5) working days that the incident reasonably became known or the discipline/discharge notice received. A 180 day limit shall apply in the case of violations of wage provisions of this Agreement.

Step 2: If a satisfactory settlement is not reached, the grievance shall be submitted to the Manager within five (5) working days from the date the Union business agent receives notice of the Step 1 denial.

Step 3: Arbitration: Any grievance which is not settled at Step 2 may be submitted for arbitration within fifteen (15) working days.

Any dispute arising over the operating of this Agreement that cannot be adjusted between the Company and the Union representatives shall be referred to a mutually-acceptable arbitrator. The parties have agreed to a trial period of one year in which they will use Alternative Dispute Resolution Center (ADRC) or the Federal Mediation and Conciliation Service (FMCS) to provide a selection of arbitrators and to schedule arbitration services. At the end of the one year period, the parties agree to confer and determine whether use of ADRC will continue beyond the trial period. If the parties are unable to agree on a mutually acceptable arbitrator, the grieving party may request a panel of arbitrators from ADRC or FMCS, from which the parties will alternately strike names until a single arbitrator is selected. The Company and/or Union must submit the case to the ADRC or FMCS within fifteen (15) days. The arbitrator selected by the parties to hear a case shall not have the power to alter, amend or add to this Agreement.

The Arbitrator shall promptly hear the matter and shall within thirty (30) days from the arbitration hearing, or the submission of post-hearing briefs, render a decision, which decision shall be final and binding upon the parties to this Agreement. Each party shall pay one-half of the expenses and fees of the arbitrator, but each party shall bear its own expenses. In no case will the financial liability on any grievance extend beyond six (6) months from the date of the selection of the arbitrator.

## **ARTICLE 15 - DEATH IN THE IMMEDIATE FAMILY**

In the event of death in the immediate family of any employee in the bargaining unit, the employee shall be permitted to be absent from work from the date of the death to the date of the funeral, inclusive, and shall be paid for any scheduled working time list up to a maximum of three (3) workdays. Documentation may be required for the absence. For the purpose of this section, "immediate family" is to be considered only as a spouse, "domestic partner," children, stepchildren, parents, stepparents, legal guardian, grandparents, parents-in-law, brothers, sisters, brothers-in-law, sisters-in-law, grandchildren, spouses of children and spouses of stepchildren.

## **ARTICLE 16 - JURY DUTY**

Any employee required to serve on any jury will receive his regular rate of pay for up to forty (40) hours and the compensation which he will receive for such jury duty, for a maximum of 30 work days per year, provided the employee gives the Company proper documentation to support his jury duty summons. The employee must be available for work when his presence is not required by the court on any days, or portions thereof.

## **ARTICLE 17 - SICK LEAVE**

1. An employee who, from his or her most recent date of hire, has worked and completed three (3) continuous months of service, shall, retroactive to his/her most recent date of hire, receive for each month of service two (2) hours of sick leave pay accrued to the end of the contract year. Said employee shall then be placed on the regular sick leave year program (January 1 to December 31) and shall be allowed three (3) days during each subsequent contract year for non-occupational sickness and shall be compensated eight (8) times his or her regular hourly rate of pay for each sick day. At the end of each sick leave year, then employee shall:
  - a. Receive any unused sick leave in cash or bank unused time.
  - b. Sick leave banked amounts shall be capped at ten (10) days. Banked sick leave may be paid out in a lump-sum either at the time of retirement or upon voluntary separation of employment. In addition, upon employee request and management approval, banked sick leave may be used.
  - c. Once the decision to cash or accrue is made, the decision is irrevocable in each year. At the time that the decision is made, the employee may choose to receive all of his or her accrued sick days in the next payroll check.

In order to qualify for benefits under this paragraph, an employee must notify the Employer of his or her absence and the reason therefore and present evidence satisfactory to the Employer if requested to do so. Abuse of this provision shall subject the employee to discharge.

2. If an employee is absent by reason of injury which comes within the application of Worker's Compensation because of the waiting period required under such laws, then the employee shall be compensated at his regular rate of pay for such lost days up to and including three (3) days during each contract year, provided such employee is not compensated from the Connecticut Worker's Compensation Act.

#### **ARTICLE 18 - REST PERIOD**

All employees covered by this agreement shall be granted a fifteen minute rest period in the AM and a fifteen minute rest period in the PM.

#### **ARTICLE 19 - MEAL PERIOD**

All employees shall be granted a meal period of thirty (30) minutes in any one (1) day for which they shall not be paid. Meal period is to be taken between the fourth (4<sup>th</sup>) and the sixth (6<sup>th</sup>) hour worked. To the extent allowed by law, any employee who is ordered to work during any part of the half (1/2) hour meal period shall be paid for the full meal period, and will be allowed, and must take twenty (20) minutes to eat lunch, and such time shall be considered as time worked.

#### **ARTICLE 20 - POSTING OF NOTICES**

The Employer shall provide a conveniently placed bulletin board for the use of the Union. The Union may post notices of (a) Union Meetings; (b) elections; (c) matters pertaining to direct Union activities. All other notices must be approved by the Employer.

#### **ARTICLE 21 - ACCESS TO PREMISES**

Authorized agents of the Union shall have access to the Employer's establishment during working hours, including the right to check trucks, investigate working conditions, collect dues, and inspect all time cards, log books, and other payroll records of the Employer for the purpose of determining whether or not the terms of this Agreement are being complied with. Such agent shall notify the division manager, logistics manager, or shift supervisor or other authorized designees of their presence in the facility. The Employer will make such records available within seven (7) days of the Union's request and will provide a suitable bulletin board in a conspicuous place for posting of information of interest to the members of the Union.

#### **ARTICLE 22 - SHOP RULES**

The employees shall comply with reasonable shop rules, provided, however, such rules do not conflict with any of the terms or provisions of this agreement.

## **ARTICLE 23 - EMPLOYMENT RECORDS**

The Employer shall maintain an accurate record of the time on duty of each employee covered by this agreement and make the same available at the Employer's place of business for the examination by a Business Agent of the Union.

## **ARTICLE 24 - EXTRA-CONTRACT AGREEMENT**

1. The Employer agrees not to enter into any agreement or contracts with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this agreement. Any such agreement shall be null and void.
2. New Equipment: Where new types of equipment and/or operations for which rates of pay are not established by the agreement are put into use after the date of execution of this agreement, rates governing such equipment or operations shall be subject to negotiations between the parties. If the parties are unable to reach mutual agreement on the rate, it shall be subject matter for the next contract negotiations. Rates agreed upon or awarded shall be effective as of the date the equipment was put into use.

## **ARTICLE 25 – MISCELLANEOUS**

### **1. ANNUAL JOB BID**

Effective January 2019, no less frequent than every twelve (12) months, a complete bid process by classification will be undertaken.

Warehouse assignments will be bid on start time and awarded based on seniority, provided that the employee is physically capable of performing the work. Warehouse employees are expected to be able to perform any type of warehouse work.

Driver assignments will be bid based on start time and general geographic area and will be awarded based on seniority, provided that the employee is physically capable of performing the work. Other than start time and general geographic area, routes will be modified on as necessary to meet the needs of customers and the business.

In the event of a permanent significant change in the start time (defined as a change in start time of two hours or greater), or in the case of drivers, the elimination of a route, employees in the affected group (driver or warehouse) will be given the opportunity to bid for positions within their classifications.

### **2. TEMPORARY WORKERS**

It is recognized and understood that the Company has the right to hire temporary workers for employees out due to occupational or non-occupational injury or illnesses. These temporary workers shall not become a seniority employee under this agreement

and shall be paid the appropriate new hire rate for the classification to which they are assigned. Such temporary workers shall be hired on a one-for-one basis. If the employee who is out due to occupational or non-occupational injury or illnesses is still out after thirty (30) calendar days, a seniority employee will be given the opportunity to temporarily fill this position provided they are qualified and available.

The Employer may use Temporary workers on a temporary basis to a maximum of sixty (60) working days in a 6 month period when there is no business need for a full time employee. If the temporary worker remains past the above time limit, the temporary employee will be hired. When the temporary worker is replacing a regular employee who is on a medical leave, worker's compensation leave, or for vacation coverage, the sixty (60) working days provision above shall not apply. In the event the Company retains any of these temporary workers, their seniority date shall be determined by adding to the date they start as an employee the total of all the days they worked as a temporary worker. This provision will not be used to avoid the Seniority Provision (Article 9) of the current agreement.

### 3. EQUIPMENT & SAFETY

The Employer agrees to comply with the Occupational Safety and Health Act (O.S.H.A.) Rules and Regulations by the United States Department of Labor and the Department of Transportation (DOT).

- a. No employee shall be required to drive or to operate or work upon any vehicle that is not equipped with all safety appliances prescribed by law or which vehicle or its equipment is in defective condition. No employee shall be subject to disciplinary action for refusing to operate such equipment.
- a. The employee shall report all defects of equipment to the Employer on such forms and in such manner as the Employer may require. The Employer shall, as soon as is reasonably possible, take steps to correct any defects in equipment reported by an employee.
- b. Employees shall not be held responsible for vehicles not properly equipped to comply with state motor vehicle laws, and shall be compensated for fines and time lost if summoned to court, etc. because of same. Driver must complete the required vehicle inspection in accordance with Company procedure.

### 4. SAFETY – CLOTHING/SHOES

If the Employer requires an employee to wear a uniform, the cost of such uniform shall be borne by the Employer. Such uniforms shall be provided to employees consistent with the Company's uniform program for drivers and warehouse employees (the Company's Uniform Program). Employees shall not wear any article of clothing determined to be incompatible with the Company's Uniform Program, such standards to be agreed with the Union. It is understood that the Company's Uniform Program

does not currently specify a selection of pants for warehouse employees and that warehouse workers may wear pants which are clean and in good repair.

For those employees required to wear safety shoes, the Company will provide a Company sponsored vendor and on an annual basis, employees shall be required to obtain safety shoes only from that vendor at no cost, so long as the cost of such shoes is not greater than one hundred and seventy-five dollars(\$175).

The expense for any clothing required by the Company's Uniform Program or other safety apparel required by Federal or State law shall be borne by the Employer.

#### 5. MILITARY SERVICE

Employees who engage in military service will be granted all rights available to them under federal law. The Employer shall continue the Teamsters Health, Welfare and Retirement programs for employees on leave of absence for training in the military reserves or National Guard, but not to exceed fourteen (14) days.

#### 6. DRIVE AUTHORIZATION

The Employer agrees to deduct each week from the wages of employees covered by this Agreement who execute an appropriate voluntary check-off authorization form to the Democrat, Republican, Independent Voter Education (\*DRIVE\*) Chapter, the amount specified in the check-off authorization form signed and dated by the employee. The deduction shall continue for the life of this agreement and any renewals and/or extensions thereof for each employee who signs the check-off authorization, unless the employee revokes the authorization in writing. The Employer agrees that the amounts so deducted shall be remitted weekly to the appropriate DRIVE-Chapter. All deductions and transmitters shall be subject to, and in strict accordance with all applicable laws.

#### 7. KITTING

The Parties agree that for the Company 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 Company may lease space within its warehouse facilities to third parties to perform warehousing/logistics services. The parties agree that nothing in this Agreement creates obligations for the Company or any third party with respect to the terms and conditions of employment for employees

engaged by third parties. The Company 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.

#### 8. SUBCONTRACTING

Except as provided herein, for the purpose of preserving job opportunities for the Employees covered by this Agreement, the Company agrees that no work or services of the kind, nature, or type presently performed by or hereafter assigned to the bargaining unit will be subcontracted, leased, assigned or conveyed in full or in part by the Company to any other person, or non-unit employee, or to any other mode of operation unless all regular employees are working and on an exception basis and not to circumvent the seniority provision of this Agreement. This Section shall not be construed to alter any pre-existing practice as it relates to the use of contract carriers when drivers are not available, as a guarantee of work, or to preclude the Company from servicing customers in geographic areas currently serviced by bargaining unit employees with employees of the Company based at a different location for economic reasons.

#### 9. MULTI DEPOT ROUTING

The Company has the right to deliver any Veritiv product from any Veritiv location to any customer using any available Veritiv employee. The Company agrees that the intent is to ensure we are meeting customer requirements in a timely manner and there is no intent to erode the Local 671 Bargaining Unit.

#### 10. DRIVER TRAINING

The parties agree that it is the best interest of the Company and its employees to have a pool of qualified tractor trailer drivers (i.e. Class A licensed and trained) within the existing bargaining unit. Employees who are interested in qualifying as tractor trailer drivers will so notify the Company. On a seniority basis, at least two (2) employees will be given the opportunity to receive training to meet the requirements to qualify as a tractor trailer driver at Company expense either through Company sponsored training or at Teamsters Local 671 driving school. Teamsters Local 671 will offer training at the "member rate". Employees in training will be compensated at their regular straight time hourly rate while receiving training for up to forty five (45) hours of missed scheduled work. The Company will offer training to additional employees if its bank of qualified drivers fall below two. An employee who is trained at the Company's expense under the terms of this Letter will be required to accept a vacant driver position or driving assignment and remain in that position for a period of at least two (2) years before bidding out of a driver position. If a qualified employee refuses a vacant driver assignment, he/she will be assigned the lowest seniority in the bargaining unit for layoff purposes.

## 11. 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. 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 investigate 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.

## 12. CREDIT UNION

The Employer agrees to deduct certain specific amounts each pay period from the wages of those employees who shall have given the Employer written authorization to make such deductions.

The amount so deducted shall be remitted to the Teamsters Credit Union once each month. The Employer shall not make deductions and shall not be responsible for remittance to the Credit Union for any deductions for those weeks during which the Employee has no earnings or in those weeks in which the employee's earnings shall be less than the amount authorized for deduction.

## 13. DRIVERS FEES

The Company will reimburse CDL drivers for CDL license renewal (license fee only), HME fee/renewal fee, TSA background check fee and DOT physical fee. No pay for time spent for the about except DOT physical fee. The Company may consider utilizing "CDL/driver training" as provided by the Local as discussed during bargaining where such a need may arise as determined by the Company.

## **ARTICLE 26 -SUBSTANCE ABUSE POLICY**

All employees covered under this agreement shall be subject to the Veritiv Substance Abuse Policy, to the extent allowed by applicable state law.

## **ARTICLE 27 - SEPARABILITY & SAVING PROVISION**

If any part of this Agreement be declared invalid by a court of proper jurisdiction, or if compliance with or enforcement is restrained by such tribunal pending a final determination as to its validity, such action shall not invalidate the remaining parts of this Agreement which shall remain in full force and effect. In the case of a declaration of invalidity, the Article which is held to be invalid shall be subject to negotiations.

## **ARTICLE 28 - COMPLETE AGREEMENT**

This agreement contains the full and complete Agreement on all bargaining issues between the parties. Any side agreements, memoranda of understanding of any kind, written or oral, grievance settlements and any past practices, which are not specifically incorporated in writing into this Agreement, are null and void.

## **ARTICLE 29 - PENSION**

Eligible Union employees participated in the Unisource Worldwide, Inc. Participating Companies Pension Plan for Union employees (the "Unisource Pension Plan") through 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 Windsor 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 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 29. For avoidance of doubt, the terms of Exhibit 7 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.

Effective December 1, 2017, former Middletown employees and the Company will cease participation in the New England Teamsters & Trucking Industry Pension Fund (NETTIP) and become participants of the Veritiv Pension Plan.

- All pension benefits accrued under NETTIP prior to date of exit from the plan will continue to be administered through the NETTIP for former Middletown employees.
- Former Middletown employees active as of December 1, 2017 will be immediately vested in the Veritiv Pension Plan.
- Former Middletown employees who return to active duty after the ratification date shall become vested in the Pension Plan immediately.
- New hires after the ratification date shall become vested in accordance with the terms of the Veritiv Pension Plan.
- The Veritiv Pension Plan neither requires nor accepts employee contributions.
- No change to former Windsor employees; they continue to participate in the Veritiv Pension Plan.

Effective as of December 1, 2017, all individuals who transferred from the former Middletown Agreement, whose employment is governed by this Agreement and who are employed with the Company as of the date of ratification ("Former Middletown Employees") will become participants in the Pension Plan.

Pension Benefit Amount:

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

- \$52.00 per month for each year of service before 12/31/2017
- \$53.00 per month for service in January 1, 2018 - December 31, 2018,
- \$54.00 per month for service in January 1, 2019 - December 31, 2019
- \$55.00 per month for service in January 1, 2020- December 31, 2020

All employees whose Benefit Commencement Date (as defined in the Pension Plan) occurs on or after the December 1, 2017 hereof and, as of the Benefit Commencement Date, have completed a minimum of twenty-five (25) years of credited service and are also sixty (60) years of age or older are guaranteed a minimum benefit of one thousand two hundred and sixty-five dollars (\$1,265.00) per month.

All employees whose Benefit Commencement Date occurs on or after the December 1, 2017 hereof and, as of the Benefit Commencement Date, have completed a minimum of thirty (30) years of credited service and are also sixty (60) years of age or older are guaranteed a minimum benefit of one thousand three hundred and eighty dollars (\$1,380.00) per month.

For purposes of this Article 29, capitalized terms not otherwise defined in this Agreement shall have the meaning assigned thereto under the terms of the Pension Plan.

### **ARTICLE 30 - 401K**

All former Middletown employees will be eligible to participate in the Teamster 401K Plan. Any money accrued in the Veritiv 401K Plan may be rolled over to the Teamster Plan subject to the provisions of both plan documents.

Upon ratification of this agreement, all individuals who transferred from the former Middletown Agreement, whose employment is governed by this Agreement and who are employed with the Company on the date of ratification ("Former Middletown Employees") will cease to be eligible to make elective deferrals and receive Employer contributions under the Veritiv 401(k) Savings Plan (the "Company 401(k) Plan"), and will become eligible to participate in the Teamster 401K Savings Plan. Notwithstanding the foregoing, if an employee does not transfer the account balances of former Middletown Employees under the Company 401(k) Plan will remain subject to the Company 401(k) Plan's terms. Plan participants are obligated to repay outstanding loans per plan provisions.

**ARTICLE 31 – CLASSIFICATION AND WAGE RATES**

All Class 1 Drivers will be required to hold a Class A commercial drivers' license and all endorsements required by the Company, including, but not limited to, a hazardous materials endorsement. If the Company requires additional certifications or endorsements, the Company will reimburse employees for the cost of such certifications or endorsements.

Within 30 days of ratification former Middletown employees (Drivers and Whse.) will be assigned the current top rate of former Windsor employee (\$24.26/\$23.31).

Employees hired in Year 1 top pay rate will increase to \$19.00 in two (2) steps as shown in the New Hire Progression rates listed below\*; and increases by 2% in Years 2 and 3 of the agreement.

Each employee will receive a \$7500.00 Lump Sum within thirty (30) days of ratification of this Agreement and a Lump Sum payment of \$1000 at the end of the 1st Year of the agreement and a Lump Sum of \$1500 at the end of the 2nd Year.

Increases	Current Top Rate	Year 1 2017 Top Rate	Year 2 2018 Top Rate	Year 3 2019 Top Rate
Former Windsor Drivers	\$24.26	\$1000 Lump Sum	\$24.75	\$25.25
Former Windsor Whse.	\$23.31	\$1000 Lump Sum	\$23.78	\$24.26
Former Middletown Drivers	\$20.97	\$24.26	\$24.75	\$25.25
Former Middletown Whse.	\$19.77	\$23.31	\$23.78	\$24.26
Drivers post Jan. 1, 2017	\$24.26	\$1000 Lump Sum	\$24.75	\$25.25
Warehouse EE hired after Jan. 1, 2017 *	\$17.00	\$19.00	\$19.38	\$19.77

\* New Hire Progression Rates:

Number of Months Worked	Classification Top Rate
Hire	90%
Completed 6 Months	95%
Completed 12 Months	Classification Top Rate

A thirty-five (\$.35) shift differential will be paid to those employees working a shift starting between 11:00am and 6:59pm and a thirty-five cent (\$.35) shift differential will be paid for employees starting after 7:00 PM.

**ARTICLE 32 - HEALTH AND WELFARE**

**HEALTH AND WELFARE**

Effective January 1, 2018, employees covered by the former Windsor collective bargaining agreement will be offered the opportunity to elect coverage in the Teamsters Health and Welfare Silver Plan. The employees covered by the former Middletown collective bargaining agreement will also be offered the opportunity to elect coverage in the Teamsters Health and Welfare Silver Plan effective January 1, 2018. The employees covered by the former Middletown collective bargaining agreement who are currently enrolled in the Teamsters Health and Welfare Gold Plus Plan will remain in this coverage until December 31, 2017.

The Employer agrees to make available to all full time Employees who have completed a 60 day qualification period the Teamsters Local 671 Health Services and Insurance Plan, Silver Plan, subject to the contribution rates in effect at the time coverage is elected.

For all new Employees electing to enroll coverage shall begin on the 1st of the month following the 60 day qualification period and the month the initial premium payment is made.

The Employee’s contribution shall be deducted from his/her pay each pay period based on the following schedules:

<b>Silver Plan H&amp;W</b>	<b>January 2018</b>	<b>January 2019</b>	<b>January 2020</b>
Employee Contribution % *	7%	12%	15%

Silver Plan Monthly Cost

<b>Plan</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
Single	\$819.54	\$885.11	\$955.92
Single +1	\$1,451.58	\$1,567.71	\$1,693.12
Family	\$2,083.59	\$2,250.28	\$2,430.30

\* The Employer will not be obligated to contribute any additional monies other than as shown above. In the event additional monies are needed, the additional monies will be deducted out of employee wages.

**ARTICLE 33 – TERMS OF AGREEMENT AND RENEWAL**

This agreement shall become effective on December 1, 2017 and shall continue in full force and effect until midnight November 30, 2020, and shall be automatically renewed from year to year thereafter unless either party gives written notice to the other of its desire to amend this agreement at least sixty (60) days prior to any expiration date.

At any time after the expiration date, if either party wishes to terminate the agreement or 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 twenty (20) working days (the Termination Notice Period). All the provisions of this agreement shall remain in effect until the Termination Notice Period has elapsed. During this Termination Notice Period, attempts to reach an agreement shall be continued. If the parties fail to resolve their differences before the Termination Notice Period has elapsed, all rights, duties and obligations under this agreement are automatically cancelled.

All written notices required by this section shall be delivered in a manner by which delivery can be confirmed.

IN WITNESS WHEREOF, the Employer has caused this instrument to be signed and sealed by its duly authorized representative, and the Union has caused this instrument to be signed and sealed by its duly authorized representative and the agreement shall be effective the day and year first written above.

<p>FOR THE COMPANY:</p> <p></p> <hr/>	<p>FOR THE UNION:</p> <p></p> <p>Local #671 International Brotherhood of Teamsters 11/17/18</p>
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