

AGREEMENT

between

Veritiv Operating Company

Southborough, Massachusetts

and

TEAMSTERS LOCAL UNION NO. 170

January 1, 2017 through December 31, 2020

TABLE OF CONTENTS

AGREEMENT	1
ARTICLE 1 RECOGNITION & UNION SECURITY	1
ARTICLE 2 MANAGEMENT RIGHTS	2
ARTICLE 3 STEWARDS	2
ARTICLE 4 ACCESS TO PREMISES	3
ARTICLE 5 SENIORITY.....	3
ARTICLE 6 HOURS OF WORK AND OVERTIME	5
ARTICLE 7 VACATIONS.....	6
ARTICLE 8 HOLIDAYS	8
ARTICLE 9 WAGES	9
ARTICLE 10 GRIEVANCE PROCEDURE.....	10
ARTICLE 11 BENEFITS.....	11
ARTICLE 12 BEREAVEMENT PAY.....	16
ARTICLE 13 WORK CLOTHING	16
ARTICLE 14 LEAVES OF ABSENCE.....	16
ARTICLE 15 JURY DUTY.....	17
ARTICLE 16 DISCHARGE AND DISCIPLINE	17
ARTICLE 17 ABSENTEEISM AND TARDINESS	18
ARTICLE 18 NO STRIKE/NO LOCKOUT	18
ARTICLE 19 TEMPORARY OR EXTRA WORKERS	18
ARTICLE 20 GENERAL PROVISIONS	19
ARTICLE 21 MULTI DEPOT ROUTING	19
ARTICLE 22 WAIVER OF RIGHT TO NEGOTIATE	20
ARTICLE 23 SUBSTANCE ABUSE POLICY.....	20
ARTICLE 24 DISCRIMINATION POLICY.....	20
ARTICLE 25 EMPLOYEE PROTECTION	20
ARTICLE 26 SEVERABILITY	21
ARTICLE 27 SURVEILLANCE	21
ARTICLE 28 KITTING	21
ARTICLE 29 DURATION.....	22
ATTENDANCE.....	24

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 1ST DAY OF JANUARY, 2017 BETWEEN VERITIV. (HEREINAFTER THE “COMPANY” OR THE “EMPLOYER”), AND WITH A PRINCIPAL PLACE OF BUSINESS AT 9 CRYSTAL POND ROAD, SOUTHBOROUGH, MASSACHUSETTS 01772, AND TEAMSTERS LOCAL UNION NO. 170 (HEREINAFTER THE “UNION”), ACTING FOR AND ON BEHALF OF ITSELF AND THE EMPLOYEES COVERED BY THIS AGREEMENT.

ARTICLE 1

RECOGNITION & UNION SECURITY

Section 1. Pursuant to a Certification of Representative issued by the National Labor Relations Board, the Company recognizes the Union as the sole collective bargaining agent for all its full and regular part-time truck drivers and warehousemen employed at the Company’s facility located at 9 Crystal Pond Road, Southborough, Massachusetts location with the following exceptions: office clerical employees, technical employees, data processors, clerical receivers, sales representatives, professional employees, guards, supervisors and corporate personnel.

Section 2. All present employees who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing as a condition of employment. All employees who are hired thereafter shall become and remain members in good standing of the Union as a condition of employment on and after the thirtieth (30th) calendar day following the beginning of their employment, or on and after the thirtieth (30th) calendar day following the date of execution of this Agreement, whichever is the later. An employee shall be considered a member in good standing if he has paid the regular Union initiation fee and the current month’s dues as uniformly required of all Union employees in the bargaining unit.

Section 3. The Employer agrees to deduct from the pay of all employees covered by this agreement the regular Union Initiation Fee and monthly Dues and agrees to remit to said Union all such deductions upon receipt of a written authorization form signed by the employee involved, and no deduction shall be made which is prohibited by applicable law. Such deductions are to be made from the second (2nd) pay period each month, 1st pay period when using bi-weekly pay and shall be forwarded by the Employer to the Union on or before the twenty-third (23rd) business day of the month.

However, the Union hereby indemnifies and holds the Company harmless from and against any and all claims, demands, actions, suits, and all forms of liability that arises out of or by reason of action taken or not taken by the Company in reliance on the aforesaid authorization.

ARTICLE 2
MANAGEMENT RIGHTS

Section 1. Except as otherwise specifically provided in this Agreement, nothing shall be deemed to limit the Company's authority in any way to exercise the regular and customary functions necessary to manage its business, and all rights, and authority to manage its business, whether exercised or not, shall remain solely and exclusively in the Company, including but not limited to the following: To determine the methods, processes for operating the warehouse operation; determine types of equipment and procure additional equipment; plan the work; direct and supervise the employees; hire, discipline and discharge for just cause; determine the number of employees to be laid off and when layoffs shall occur; temporarily transfer employees during shifts in order to maintain productivity; to issue work rules, change them from time to time, provided that employees are notified, and enforce them; subcontract work; determine the number of shifts and work schedules; determine the method of distributing pay; maintain efficiency of operations and general standards of production; determine assignments and duties for all classifications; select and employ supervisory employees; train employees; determine the number of employees on each shift; manufacture new and diversified materials; exercise discretion and control over the Company's organization and the technology of performing its work; decide the number and location of properties and determine whether or not to continue or discontinue ownership and/or operation of any of them.

Section 2. Except where other specific provisions of this Agreement are involved, the exercise of the above-listed rights shall not be subject to the grievance and arbitration procedures contained elsewhere in this Agreement.

ARTICLE 3
STEWARDS

The Union shall have the right to designate a job steward and alternate steward(s). The function of the steward and alternate(s) shall be to investigate and present grievances to the Company in accordance with the provisions of this Agreement. Such investigations will be conducted in such a manner so as not to interfere with Company business. Whenever possible such investigations shall be conducted during off work hours. Hours spent conducting investigations during the employees normal work schedule shall not be considered as hours worked for the computation of overtime. The Steward shall be granted super-seniority for the purposes of layoff, provided that once a layoff has been announced, there may be no change in the designation of the Steward by the Union for the purpose of protecting an employee from layoff. The Union shall keep the Company advised as to the name of the current steward.

The Steward or Alternate shall have no authority to take strike action, or any other action interrupting the Company's business. In the event the Steward or Alternate has taken unauthorized strike action, slowdown or work stoppage in violation of this Agreement, the Company shall have the authority to impose proper discipline, including discharge.

The Union, and its officers and agents, shall do everything reasonable within their power to prevent or to end any potential or actual unauthorized strike action or unauthorized action interrupting the Company's business.

ARTICLE 4

ACCESS TO PREMISES

A Union official shall have access to the Company premises for the purpose of investigating whether or not the terms of this Agreement are being complied with, representing employees who are being investigated for disciplinary reasons and in order to attend prearranged meetings with Company officials.

Prior notice must be given to the Operations Manager or his designee in order to provide that the Union official be accompanied by a Company official, however, private conversations shall not be precluded.

Upon request by the Union, the Company will take every reasonable effort to make available all records to which the Union has the legal right of access, within seven (7) business days of the Union's request. In the event the Company will not be able to comply, it will notify the Union before the expiration of the seven (7) business day period.

The Company will provide a suitable Bulletin Board for posting of Union related information.

ARTICLE 5

SENIORITY

Section 1. Seniority shall be defined as the length of an employee's continuous service with the Company from the employee's last date of hire. Part-time employees (defined as those employees who work less than 32 hours in a week) shall earn seniority on a pro-rata basis. Their actual hours worked will be converted to a full time equivalent in determining their seniority status. Seniority or continuous service shall be broken by discharge, voluntary termination, absence due to occupational illness or injury for greater than twelve (12) months [with a six month extension when a return to work is imminent], failure to respond to recall in accordance with this Agreement, failure to return from an authorized leave of absence, a violation of the leave of absence provision of this Agreement or performing as a supervisor for more than thirty (30) consecutive working days. In the event of lay-off, employees with one (1) year or more of service shall maintain their seniority for twelve (12) months. Employees with less than one (1) year of service shall maintain their seniority for a period of time equal to their actual length of service from their most recent date of hire with the Company.

Section 2. No employee shall obtain seniority or other rights under this Agreement until he/she has been continuously on the payroll of the Company for a period of ninety (90) working days. During such period, that employee shall be on probation and may be terminated by the Company at its sole discretion for any reason whatsoever, and neither the employee nor the Union, on the employee's behalf, shall have recourse to the grievance and arbitration procedures elsewhere in this Agreement.

Section 3. Upon completion of a probationary period, an employee's seniority date shall be retroactive only to that employee's last date of hire.

Section 4. When the Company deems it necessary to layoff employees in certain classifications (reduce work force), employees in the classification directly affected shall be laid off on the basis of their seniority dates. Affected employees shall be permitted to "bump" less senior employees provided, however, they are qualified to perform the work as determined by the Company. Notification to the affected employees shall take place at the end of their shift. It is understood that if a driver is disqualified from driving due to violations/convictions found in annual Certificates of Violations and MVR reviews or excessive moving violations resulting in an accident, he shall be terminated and such termination shall not be considered a layoff entitling him to any bumping rights. However, said driver shall be entitled to take an open warehouse position without bumping anyone else.

Section 5. The name of all employees on layoff for more than ten (10) working days shall be placed on a recall list to be maintained by the Company. Each employee shall be entitled to recall for a period of up to twelve (12) months from the date of his/her layoff, except as provided below. Said employee shall be responsible for keeping the Company informed as to his/her current address and telephone number. An employee on layoff notified that an opening exists shall have forty-eight (48) hours from receipt of notice in which to notify the Company of his/her availability and must return to work within seven (7) calendar days of his/her recall notice, except that an employee laid off for less than four (4) weeks shall have forty-eight (48) hours to report after being recalled. The Company may, at its sole discretion, use certified mail, telegraph, overnight service or personal delivery to notify the employee of his/her recall it deems appropriate. Notice with acknowledgment of receipt to the employee's last known address will constitute a reasonable effort by the Company to re-engage employees who are laid off. In the event the employee fails to comply with the provisions of this section, he/she shall have no claim for work opportunity and shall be removed from the seniority list and no longer be eligible for recall. Recall shall take place in the same manner and in inverse order of layoffs.

Section 6. The Company may temporarily transfer an employee outside his/her classification with regard to seniority. Said employee shall be paid his/her regular rate of pay or the rate of pay for the work being performed, whichever is higher.

Section 7. The Company agrees to post job openings for all positions covered under this contract. Employees must have the ability to perform work as determined by the Company. Employees are to bid by seniority. If senior qualified employees decline the opportunity to fill vacant shifts, then the most junior employee in the affected classification who is determined at management's sole discretion to meet the qualification of the position will be assigned to fill the vacancy. With respect to driver positions, employees are bidding for the start time only. The assignment of truck runs is at the sole discretion of management. The Company will make reasonable effort to equalize overtime.

ARTICLE 6

HOURS OF WORK AND OVERTIME

Section 1. The normal workweek shall consist of forty (40) hours, four (4) or five (5) consecutive days. Any employee who reports to work at his or her scheduled start time shall receive a minimum of eight (8) hours for the day.

Section 2. Employees who work more than forty (40) straight-time hours in one (1) work week shall be compensated for such overtime when such overtime is authorized by the Company. Overtime shall be paid at the rate of one and one-half (1 1/2) times the employee's regular hourly rate. Holiday, vacation and any other paid time off shall be counted as time worked for purposes of calculating overtime pay. Unpaid Sick time, and any other unpaid time off, shall not be counted as time worked for purposes of calculating overtime pay. Management may, at its sole discretion, count an employee's unpaid sick leave as time worked for purposes of overtime calculation, where it deems such absence unavoidable.

Section 3. Overtime shall be considered a condition of employment. Employees shall be required to work overtime when requested by the Company. Overtime, as used in this section, shall mean authorized overtime, and employees should not perform work prior to or after their regularly scheduled shift time without the authorization of a supervisor. It is understood that drivers will return promptly to the warehouse as directed by their supervisor or after their last scheduled delivery.

Overtime assignments for periods of scheduled overtime shall be assigned by classification seniority provided, however, that if the senior employees in a classification refuse the scheduled overtime, the most junior qualified employees in the classification shall be assigned to perform the work. It is understood, however, that management can assign any employee who has not completed a scheduled work day or scheduled work week, to any available work which he is qualified to perform without regard to his seniority status. Notwithstanding the above, the Company reserves the right to go outside a job classification in order to fulfill any overtime requirement.

To facilitate overtime assignments arising during the third shift, it is understood that management may telephone any employee eligible for an overtime assignment at any time, except that those warehouse employees who notify management that they do not want to be called after 10:00 p.m. will not be called after that time (and will forfeit the overtime opportunity), and those warehouse employees who notify management that they do not want to be called in the evening at all to be notified of overtime opportunities will not be called in the evening, and will forfeit overtime opportunities that arise during the third shift.

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

Section 5. Employees are required to be present and prepared for work at the start of their shift. "Present and prepared" is defined as being dressed in the appropriate work clothes and

ready to accept their work assignments at the start time of their shift. An employee not present and prepared at the start of their shift will be considered tardy.

Section 6. Employees shall be entitled to a thirty (30) minute non-paid meal period to be scheduled between the fourth (4th) and sixth (6th) hour worked. Additional non-paid mealtime may be granted at the discretion of the employee's supervisor.

Section 7. Employees shall be entitled to two (2) fifteen (15) minute rest periods, one (1) during the first (1st) half and the other during the second (2nd) half of each work shift. These rest periods shall be scheduled at the discretion of the employee's supervisor. All employees will be eligible for a fifteen (15) minute rest period once they complete eight (8) hours of work, with the intention of working into the ninth (9th) hours. They will be granted a fifteen (15) minute rest period every two (2) hours thereafter.

Section 8. The Company is to post regular starting and quitting times. The regular reporting times shall not be changed unless a notice is posted on Wednesday of the week before the change is to become effective. All positions will be re-bid upon ratification of this agreement and again every twelve (12) months from the effective date of the agreement.

Section 9. 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 ten (10) hours off duty period since the completion of their last shift. If the Company shall need more than one (1) inventory per year, the above language will apply.

Section 10. In the event an employee is unable to report to work at their scheduled time, they are required to notify their immediate supervisor at least one (1) hour in advance of their scheduled start time. If the employee's reason for not being able to report is due to an illness, the Company reserves the right for reasonable cause such as excessive or pattern absenteeism to require the employee to provide a note from a physician indicating that the employee has been treated by them and is unable to report for work.

ARTICLE 7

VACATIONS

Section 1. The vacation program is based on the calendar year January 1st through December 31st.

Section 2. All regular full-time employees on the payroll, who have been continuously employed by the Company and are qualified according to the following paragraph shall be entitled to vacation on the following basis:

- Employees with less than one (1) year of continuous service but more than six (6) months of continuous service as of January 1st shall receive five (5) days vacation.
- Employees who have completed at least one (1) year but less than six (6) years of continuous service as of January 1st shall receive ten (10) days vacation.

- Employees who have completed at least six (6) years but less than fifteen (15) years of continuous service as of January 1st shall receive fifteen (15) days vacation.
- Employees who have completed at least fifteen (15) years but less than twenty (20) years of continuous service as of January 1st shall receive twenty (20) days vacation.
- Employees who have completed twenty (20) or more years of continuous service as of January 1st shall receive twenty five (25) days vacation.

For purposes of determining the amount of vacation an employee may take in a given calendar year, the employee will be credited with the years of service they will have on December 31 of that calendar year. Employees with more than one year continuous service, who have worked at least 1500 straight time hours will receive their full vacation allotment to be taken in the following year. Employees who have worked less than 1500 straight time hours but at least 1000 straight time hours will receive two thirds of their vacation allotment to be taken the following year. Employees who have worked less than 1000 straight time hours but at least 500 straight time hours will receive one third of their vacation allotment to be taken the following year. Employees who have not worked at least 500 straight time hours are not entitled to vacation to be taken the following year. Vacation time will count as time worked for purposes of this provision.

Time worked prior to a break in seniority shall not be counted.

Section 3. Pay for vacation is based on the normal straight time rate in effect at the time when the vacation period begins, provided that employees who are regularly scheduled for less than forty (40) hours per week for a majority of the year shall be paid on a pro-rated basis.

Section 4. The vacation schedule shall be posted no later than January 1st. During the first two weeks of the vacation posting, employees, in seniority order, may select up to two weeks in full week increments. After the initial two week round of vacation scheduling, the schedule will remain posted until the end of January where the remaining vacation time available will be selected by seniority. Any employee failing to make his or her selection during this period shall be assigned to whatever vacation time is available.

One (1) employee per shift, per classification, will be permitted to schedule vacation during each calendar week. The Company may block a limited number of calendar weeks from the vacation scheduling calendar in advance of vacation scheduling for extraordinary operations events such as the taking of physical inventory. Where business conditions allow, the Company will not arbitrarily deny additional employees the opportunity to schedule vacation during a week previously selected by another employee (same shift and classification). The Company will provide notice of additional vacation scheduling opportunities by posting such opportunities as far in advance as practicable. In scheduling vacation, the Company will take into account employee seniority. If the workforce grows substantially, no more that 15% of the employees in each job class on each shift will be allowed to be on vacation at any given time (normal rounding shall apply).

Section 5. In the event an employee resigns from the Company, they must do so in writing providing a minimum of two (2) weeks notice in order to be paid for any unused vacation.

Section 6. Employees may elect to take one (1) week of vacation one (1) day at a time (five days total) to be used with short notice in the event of the employee's illness. Any such day shall be considered an absence under the Employer's Attendance Policy.

Section 7. Employees with fifteen (15) years or more of seniority shall be entitled to receive one week of vacation as a pay out in lieu of vacation time. To receive a vacation payout the employee must make a written request to the Company prior to December 1st of the calendar year in which the vacation must otherwise be taken.

ARTICLE 8 HOLIDAYS

Section 1. 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. The Company agrees that the intent is not to force employees to work on the aforementioned days above if they are adjusted.

The following shall be recognized as paid holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day,
Two (2) designated days and Two (2) personal holidays.

Personal holidays must be scheduled in advance with the Employee submitting their request at least one (1) week prior to the requested date. If the Company does not designate any of the two (2) designated days, Employees will be permitted to use them as personal holidays. The holiday schedule will be posted no later than January 15th for the next calendar year.

Section 2. Full-time regular employees who have been on the payroll for sixty (60) work days shall be paid for each recognized holiday on the basis of eight (8) hours at their straight time rate.

Section 3. Employees must fully work the last scheduled day before and the first (1st) scheduled day after the holiday in order to be paid for a holiday, unless the employee presents proof of medical incapacity on the first (1st) day of his/her return to work following the holiday. In order to be excused from work on the day before a holiday or the day after a holiday and still be paid for a holiday, the employee must be on an approved or pre-scheduled paid leave under the terms of the Agreement.

Section 4. When an employee is required to work on a designated holiday, the employee shall receive, in addition to holiday pay, time and one-half (1 1/2) their regular straight time pay for all hours worked on said holiday.

ARTICLE 9

WAGES

Classification	1/1/2017	1/1/2018	1/1/2019	1/1/2020
Driver, Class A	\$23.98	\$24.48	\$24.98	\$25.49
Warehouse Worker DOH before 1/1/11	\$22.42	\$22.92	\$23.42	\$23.93
Warehouse Worker DOH after 1/1/11	\$17.75	\$18.11	\$ 18.48	\$ 18.86

Employees hired and currently on the payroll as of the date of ratification will receive a one-time only lump sum signing bonus of \$5000.00. To be paid within thirty (30) days of ratification.

Third shift Warehouse workers will receive a \$.35 shift differential.

Section 1. Probationary drivers will be paid one dollar (\$1.00) less than the standard rate for the Driver, Class A classification. Upon successful completion of the probationary period, a driver will receive the full classification rate.

All Employees hired as a Warehouse Worker after January 1, 2018 will be paid at a new hire rate according to the following scale:

New Hire Progression for Warehouse Worker hired after January 1, 2018

<u>Percentage of the</u> <u>Number of Months Worked</u>	<u>Classification Rate</u>
Hire	90%
Completed 6 Months	95%
Completed 12 Months	Classification Rate of Warehouse Worker DOH after 1/1/18

Section 2. During the life of this Agreement, the Company shall have the right to establish an incentive plan and may undertake the studies necessary to implement the plan, provided that, before implementing the plan, the Company shall first sit down and go over the plan with the Union and get its input.

Section 3. Drivers will be paid an additional \$1.00 per hour while training Veritiv employees to perform driver duties.

Section 4. During the life of this Agreement as business needs change, the Company shall have the right to establish a Driver Combo Classification that will allow for increased flexibility in the Warehouse and Driver deliveries. If a new classification is established, the Company will meet with the Union to discuss the job duties and rate of pay that will be associated with the Combo Driver Classification prior to implementation of that classification.

ARTICLE 10

GRIEVANCE PROCEDURE

Section 1. The purpose of this grievance procedure shall be to maintain cooperation and understanding between the Union and the Company and to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise affecting the interpretation of this Agreement. Nothing in this agreement shall be construed as limiting the right of any employee to discuss a matter informally with his/her supervisor.

Section 2. A Grievance shall be limited exclusively to a claimed misapplication or misinterpretation of a specific provision of this Agreement. All grievances shall be in writing, giving a short statement which identifies the article and section of the Agreement which is allegedly misapplied or misinterpreted and a short statement of the facts supporting the grievance.

Section 3. Time is of the essence in the grievance procedure as well as throughout the Agreement. Since it is important that grievances be processed promptly, the number of days indicated at each step shall be construed as a maximum. The time limits specified may, however, be extended by written agreement between the Union and the Company.

Section 4. Grievances shall be settled in the following manner:

- A. The grievance must be filed by an aggrieved employee and/or the steward with the employee's supervisor within five (5) working days of the event or omission giving rise to the grievance. The supervisor shall answer the grievance in writing within five (5) working days of his/her receipt of the written grievance.
- B. If the employee and/or the steward is not satisfied with the decision of the supervisor, the grievance shall be submitted to the Logistics Manager of the Company or his designee within five (5) working days of its receipt of the decision of the supervisor. The Union business agent and the Logistics Manager of the Company and/or his designee shall discuss the grievance within five (5) working days of its receipt, unless such discussions are mutually waived in writing. The Logistics Manager of the Company and/or his designee shall then answer the grievance in writing within five (5) working days of this meeting with his/her decision.

- C. If not settled, the Union may submit the grievance to mediation or arbitration by notifying the Company in writing 10 working days of the Logistics Manager's or his designee's answer.
- D. Mediation will be non-binding and provided by the Federal Mediation and Conciliation Service. In the event that no settlement is reached during the mediation conference, or if either party does not accept an advisory opinion, or if none is provided, the Union may submit the grievance to arbitration by notifying the Company in writing within 10 working days of the conclusion of the mediation process.
- E. Any grievance submitted to arbitration shall be referred to the arbitrator in accordance with the terms of this agreement. An arbitrator shall be selected under the procedures of the American Arbitration Association and in accordance with its rules and shall be a member of the National Academy of Arbitrators.

Section 5. The arbitrator designated in accordance with this Article shall decide only one (1) grievance at a time. The award shall be final and binding on either party as provided by law. The arbitrator shall be bound by and must apply all of the terms of this Agreement, and he shall have no power to add to, subtract from, or in any way modify, the provisions of this Agreement.

Section 6. Any time limits specified by this Article, except for the time limit for the initial filing of the grievance, may be extended in writing by the mutual agreement of the parties. If a grievance is not submitted to a higher step in accordance with the time limits specified herein, it shall be deemed settled on the basis of the decision at the previous step or withdrawn as the case may be.

Section 7. Each party shall bear its own expenses for arbitration provided that both parties shall equally bear the cost of and expenses of the arbitrator. In no case will the financial liability on any grievance extend beyond six (6) months from the date of the selection of the arbitrator.

Section 8. Nothing in this Agreement shall prevent the Company or the Union from taking the grievance to arbitration.

ARTICLE 11

BENEFITS

Section 1. Health Benefits

- (a) The Company agrees to make payments to Teamsters Union Local 170 Health and Welfare Fund (the "Fund") for each and every employee performing work within the scope of and/or covered by this Collective Bargaining Agreement, whether such employee is a regular or probationary, employee, irrespective of his status as a member or non-member of the Local Union, from the first hour of employment subject to this Collective Bargaining Agreement, as follows:

The Company will pay to the Fund on behalf of each employee effective 1/1/17 \$10.7125 per hour, effective 1/1/18 \$11.1625 per hour, effective 1/1/19 \$11.6125 per hour, effective 1/1/20 \$12.0625 per hour.

Effective 1/1/18, the employee contribution for health benefits shall be:

January 1, 2017 - 21.5%

January 1, 2018 - 21%

January 1, 2019 - 21%

January 1, 2020 - 20%

The percentages above will be for the total health insurance premium paid by the Company. If the Teamsters Fund increases the hourly premium amount above the agreed upon rates, such increases shall be paid entirely by the employees through an increase in their payroll deductions for premium contributions.

For purposes of this section, each hour for which wages are paid or due, or any portion thereof, figured to the nearest quarter hour, as well as hours of paid vacation, paid holidays and other hours for which pay is due or received by the employee, shall be counted as hours for which contributions are payable up to a maximum of forty (40) hours per week. In computing the maximum amount due any week, there shall be no daily limit on the number of hours for any one day in such week, whether such hours are performed on straight time or overtime rates, but payments shall be made at the amount set forth above.

If a regular employee (as defined in the Collective Bargaining Agreement) is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks, for forty (40) hours per week. If an employee is injured on the job, the Employer shall continue to pay the required contributions at the rate of forty (40) hours per week for each week until the employee returns to work; however, such contributions for forty (40) hours shall not be paid for a period of more than twelve (12) months.

- (b) The Employer agrees to the Teamsters Union Local 170 Health and Welfare Trust Fund Agreement and Declaration of Trust as it may be restated from time to time, and accepts such Agreement and Declaration of Trust, as amended, and ratifies the selection of the Employer Trustees now or hereafter serving as such, and all action heretofore or hereafter taken by them within the scope of their authority under such Agreement and Declaration of Trust.
- (c) The parties agree that the Health & Welfare Plan adopted by the Trustees of the Fund shall all times conform to the requirements of the Internal Revenue Code, so as to enable the Employer at all times to treat its contribution made to the Fund as a deduction for income tax purposes.

- (d) It is also agreed that all contributions shall be made at such time and in such manner as the Trustees shall reasonably require, and the Trustees shall have the authority to have an audit of the payroll and wages records of the Employer for all employees performing work within the scope and/or covered by this collective bargaining agreement for the purpose of determining the accuracy of contributions to the Fund and adherence to the requirements of this section of the agreement regarding coverage and contributions, such audit may, at the option of the Trustees, be conducted by an independent certified public accountant.

If the Employer shall fail to make contributions to the Health & Welfare Fund by the twentieth (20th) day following the month during which the employees performed work or received pay or were due pay within the scope of this Agreement, up to and including the last completed payroll period in the month for which contributions must be paid, or if the Employer, having been notified that its contributions have been under reported and/or underpaid, fails within twenty (20) days after such notification to make any required self audit and/or contributions found to be due, the Local Union shall have the right, after an appropriate 72-hour notice to the Employer, to take whatever steps it deems necessary to secure compliance with this Agreement, any provisions of this Agreement to the contrary notwithstanding, and the Employer shall be responsible to the employees for losses resulting there from. Also, the employer shall be liable to the Trustees for all costs of collecting the payments due together with attorney's fees and such interest, liquidated damages or penalties which the Trustees may assess or establish in their discretion. The employer's liability for payment hereunder shall not be subject to the grievance procedure and/or arbitration if such provided in this Agreement.

It is understood and agreed that once a payment or payments are referred to an attorney for collection by the Trustees of the Fund and/or the Local Union, the Local Union and its business agents or chief executive officer shall have no right to modify, reduce, or forgive the Employer with respect to its liability for unpaid contribution, interest, liquidated damages or penalty as may be established or assessed by the trustees in their discretion against the delinquent Employers.

- (e) No oral or written modification of this section regarding the Fund shall be made by the Local Union or the Employer and, if made, such modification shall not be binding upon the employees performing work within the scope of this Agreement and covered by this section or upon the Trustees of the Health and Welfare Fund.

Whenever an Employer signatory to this Agreement becomes delinquent in contribution owed to the Health & Welfare Fund and the Local Union serves a 72-hour notice of delinquency, such Employer after satisfying the delinquency and becoming current, and then during the term of this Agreement becomes delinquent again, shall be required to post a performance bond to satisfy the second delinquency and/or any further delinquencies during the term of this Agreement.

Section 2. Pension

Eligible Union Employees participated in the Unisource Worldwide, Inc. Participating Companies Pension Plan for Union Employees (the "Unisource Pension Plan") effective May 1, 1997 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 Southborough 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 X. For avoidance of doubt, the terms of Exhibit 6 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 current benefit levels, as outlined below, will be in effect for the duration of the contract:

Effective January 1, 2011 the current per month per year of service benefit level will be \$50 for all credited years of service from May 1, 1997 forward.

Effective January 1, 2018 the Veritiv Pension Benefit Amount will increase as listed below:

- \$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

Section 3. Life Insurance

Employees covered under this agreement shall be provided life insurance under the Company life insurance program and shall be subject to any and all changes in said program that would apply to all other covered employees. The current life insurance and Accidental Death & Dismemberment benefit is fifty thousand dollars (\$50,000).

Section 4. Short-Term Disability (STD)

In the event an employee is prevented from working as the result of a short-term disability, they will receive compensation equal to 60% of their normal basic weekly wages to a maximum of \$500 per week for up to 26 weeks.

A short-term disability is defined as any non-work related illness or injury for which the employee is out of work for more than five (5) consecutive work days.

Benefit level will be 60% of base weekly wage rate (40 hours X classification rate of pay X .6). Benefits will be payable on the 1st day due to an accident and on the 8th day due to sickness as provided in the plan booklet.

Section 5. Long-Term Disability (LTD)

LTD benefits are currently equal to 60% of the regular straight time monthly wages to a maximum monthly benefit of \$3,000. The current cost for coverage is \$.132 per \$100 of monthly covered payroll.

The Company will execute a Participation agreement with Local No. 170 and the Trustees of the Plan evidencing employer participation in the Plan effective prior to any employee deferral being received by the Plan.

Section 6. 401(k)

The Company hereby agrees to participate in the Teamsters-National 401(k) Savings Plan (the "Union 401 (k) Plan") on behalf of all Employees represented for purposes of collective bargaining under this agreement.

The Company will make or cause to be made payroll deductions from participating employees' wages, in accordance with each employee's salary deferral election subject to compliance with ERISA and the relevant Internal Revenue Code provisions. The Company will forward payroll

deductions to corporate trustee, in such form and manner as required pursuant to the Union 401(k) Plan and the related Declaration of Trust.

The Company will execute a Participation agreement with Local No. 170 and the Trustees of the Plan evidencing employer participation in the Plan effective prior to any employee deferral being received by the Plan. For avoidance of doubt, the terms of the Union 401(k) 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 the Union 401(k) Plan Participation Agreement.

ARTICLE 12 BEREAVEMENT PAY

The purpose of this article is to provide for the reimbursement of lost wages as the result of making arrangements for and/or the attendance at a funeral. In the event of death in the immediate family and by support of a death certificate or other proof, an employee who has completed their probationary period shall be allowed up to three (3) work days off with pay within a two week period. The pay shall be computed at the employee's normal hourly rate times eight (8) hours per day. Immediate family shall be defined as father, mother, spouse, children (to include natural born or adopted or children for whom the employee is the legal guardian), step-children, brothers, and sisters. Employees will be allowed up to two (2) days off with pay following the death of a mother-in-law, father-in-law, grandparent, grandchild (if the employee is not the legal guardian) to attend the funeral.

ARTICLE 13 WORK CLOTHING

If the Company requires an Employee to wear a uniform, the cost of such uniform shall be borne by the Company. Such uniforms shall be provided to employees consistent with the Company's uniform program for drivers and warehouse employees, with an annual spending allotment of \$500 per year. Employees shall not wear any article of clothing determined to be incompatible with the uniform standards established by the Company, such standards to be agreed with the Union. The Company when requiring safety shoes to be worn by Employees will reimburse Employees for such purchase of safety shoes up to the amount of one-hundred and fifty dollars (\$150.00) in each contract year. In order to receive said reimbursement, Employees must provide a receipt or other documentation of such purchase.

ARTICLE 14 LEAVES OF ABSENCE

Section 1. Employees may be granted leave of absence up to sixty (60) days at the sole discretion of the Company. All leaves of absence must be requested in writing and granted in writing. Additional leave of absence may be granted beyond the sixty (60) days at the sole discretion of the Company.

Section 2. An employee returning from an approved leave of absence of up to sixty (60) calendar days shall be entitled to return to his/her former classification.

Section 3. Failure to report to work at the completion of a leave of absence will be considered a voluntary resignation. During a leave of absence, employees are prohibited from engaging in gainful employment of any kind, and shall be terminated and lose seniority if they do so without the written permission of the Company.

Section 4. If a leave is due to a non-occupational illness or injury, the employee will be required to provide a note from a physician stating the medical necessity for the leave and the anticipated length of the leave prior to the commencement of the leave. For medical leaves anticipated to extend beyond two (2) weeks, employees may be required to provide a status report from their attending physician on a weekly basis. For leaves of absence related to the Family Medical Leave Act (FMLA) and/or state family leave laws, the employee must also apply for leave by contacting the Company's designated leave administrator.

Prior to returning from a medical leave, employees will be required to provide a note from their attending physician stating their ability to return and whether or not there are any restrictions with respect to the Employees ability to perform their job.

Section 5. Notwithstanding the above sections of this article, the administration of all leaves will be done in a manner consistent with all applicable Federal and State laws.

ARTICLE 15

JURY DUTY

The Company shall pay to an employee an amount equal to the difference between the sum received by the employee per day for jury service and the amount the employee would have received for working eight hours per day at the employee's straight time rate, up to a maximum of 30 days per year. The employee must be available for work when his presence is not required by the Court on any days, or portions thereof.

ARTICLE 16

DISCHARGE AND DISCIPLINE

Section 1. Employees shall be disciplined or discharged for just cause. Just cause or automatic grounds for dismissal without warning shall include, but not be limited to, the following: theft, intoxication, falsification of Company records, reports or applications, insubordination, work-related assault, misappropriation of Company funds or property, malicious damage to Company property, not reporting accidents or damage to Company property, punching another employee's timecard, failure to report for three (3) consecutive days without notification, and gambling in the warehouse.

Section 2. Other than the above, employees will generally be given one (1) verbal warning and one (1) written warning prior to being discharged. A copy of any written warning shall be provided to the steward. Each warning notice shall not remain in effect for a period of more than twelve (12) months from the date of each said warning. Warning notices issued for various disciplinary issues shall be viewed in the aggregate for purposes of deciding the appropriate disciplinary action

Section 3. Notwithstanding the above Sections 1 and 2, the Company reserves the right to suspend an employee, with or without pay, while conducting a disciplinary investigation.

ARTICLE 17

ABSENTEEISM AND TARDINESS

It is recognized that it is the personal responsibility of the Employees to report to work regularly and on time. Chronic absenteeism, lateness, or a combination of both is expensive, disruptive, and places an unfair burden on fellow workers who have to fill in for absent associates. Therefore, the guidelines and standards set forth in the attached addendum “Veritiv Attendance Policy” shall apply. Management may, at its sole discretion, count an employee’s unpaid sick leave as time worked for purposes of overtime calculation, where it deems such absence unavoidable.

ARTICLE 18

NO STRIKE/NO LOCKOUT

Section 1. The Company agrees that during the term of this agreement, there shall be no lockouts. The Union agrees that during the term of this Agreement there shall be no strikes, sympathy strikes, slowdowns, mass absenteeism, or stoppages of work or other interference with the Company’s operation, and any employee participating in or encouraging, aiding or betting such actions shall be subject to disciplinary action including discharge.

Section 2. The Union and its officers and officials agree to take every reasonable, prompt and positive measure within their power to prevent and stop the actions described in Section 1 above.

ARTICLE 19

TEMPORARY OR EXTRA WORKERS

It is recognized and understood that the Company has the right to utilize temporary workers for situations such as replacements for absenteeism, vacations, employees out due to occupational or non-occupational injury or illnesses, or temporary requirements of business. Temporary workers shall not become a regular employee under this agreement and shall be paid one dollar (\$1.00) per hour less than the published rate for the classification of work they are performing. If these temporary employees are employed by a third party provider they shall not be covered under this Agreement.

No temporary worker shall work for over ninety (90) work days in any calendar year. In the event that the Company decides to work a temporary worker over ninety (90) work days in any calendar year, the Company shall offer the worker employment as a regular employee in the bargaining unit. If hired into the bargaining unit, the employee’s seniority date shall be the first day worked after hire as a regular employee and the employee shall be subject to the probationary period set forth under Article 5, Section 4 of this Agreement

The Company will not use courier services where a qualified bargaining unit driver is ready, willing and able to make the delivery at the time the courier service is called.

ARTICLE 20

GENERAL PROVISIONS

Section 1. The Company may employ management trainees who may engage in performing the same work as performed in the warehouse for the purpose of training provided no bargaining unit employee is displaced. The period of time they perform in this capacity shall not to exceed thirty (30) working days. These individuals shall not become members of the bargaining unit nor be subject to the terms of this Agreement.

Section 2. If an employee is a witness on behalf of the Company in any Court proceedings, said employee shall receive eight (8) hours pay for so appearing, provided his required appearance is not a result of his willful misconduct or negligence.

Section 3. Should the Company require any employee to give bond, cash bond shall not be compulsory, and any premium involved shall be paid by the Company.

Section 4. All examinations when required by the Company and performed under its direction shall be paid for by the Company. Employees other than applicants shall be paid for all time required to take all such examination, not to exceed two (2) hours at the straight time hourly rate of pay. Whenever possible, the Company will provide twenty-four (24) hours notice of said examinations (excluding all drug testing). The Company will reimburse CDL drivers for CDL license renewal (License fee), HME renewal fee and TSA background check fee.

Section 5. If the Company requires employees to carry personal identification, the cost of such personal identification shall be borne by the Company.

ARTICLE 21

MULTI DEPOT ROUTING

The Company has the right to deliver any Veritiv product from any Veritiv location to any customer using any available Veritiv Commercial Driver. The Company agrees that the intent of MDR is to ensure we are meeting customer requirements in the most efficient and economically feasible manner as possible and there is no intent to erode the Local 170 Bargaining Unit.

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

ARTICLE 22

WAIVER OF RIGHT TO NEGOTIATE

The Union in consideration of this Agreement and its terms and conditions, expressly waives the right to negotiate with the Company with respect to any subject not specifically referred to or covered in this Agreement.

ARTICLE 23

SUBSTANCE ABUSE POLICY

All employees covered under this agreement shall be subject to the terms and conditions of the Company's Substance and Control Policy.

ARTICLE 24

DISCRIMINATION POLICY

Neither the Employer nor the Union will discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, ethnicity color, creed, religion, sex, sexual orientation, marital status, gender identity or expression, genetic information, national origin or age, (nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities race, ethnicity color, creed, religion, sex, sexual orientation, marital status, gender identity or expression, genetic information, national origin or age). In addition, there shall be no discrimination against any qualified handicapped or disabled employee as defined in the Rules and Regulations relative to Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, nor any qualified disabled veteran or veteran of the Vietnam era. Or any other classification protected by law.

ARTICLE 25

EMPLOYEE PROTECTION

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 lawful primary picket line including a lawful primary picket line at the Company's place or places of business. The Union agrees to make a good faith effort to notify the Company within 48 hours, or when it becomes known, if an employee is going to refuse to cross a bona fide picket line.

ARTICLE 26
SEVERABILITY

If any section, sentence, clause, article or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid by a court of law or an arbitrator as a result of the mutual agreement of the parties to submit the issue to arbitration, the validity of the remaining portions of the Agreement shall not be affected. It is the intent of the parties that no portion of this Agreement shall become inoperative or fail by reason of the invalidity of any other portion. The parties shall attempt to negotiate a substitute of any invalidated article, section, sentence, clause or phrase.

ARTICLE 27
SURVEILLANCE

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

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

ARTICLE 28
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 unrelated third parties to perform services which may include 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. The Company agrees to notify the Union of the expected kitting work and the duration of time of the job.

ARTICLE 29

DURATION

Section 1. This Agreement shall be in full force and effect from January 1, 2017, until midnight, December 31, 2020.

Section 2. Should either the Company or the Union wish to amend, modify or terminate this Agreement on the expiration thereof, said party shall, at least sixty (60) days prior to the expiration date, notify the other party by registered or certified mail of such desire to amend, modify or terminate this Agreement, whereupon a conference shall be held between the representatives of the Company and the Union for the purposes of discussing amendments, modifications, or termination of this Agreement.

Section 3. Should neither party so notify the other of a desire to amend, modify or terminate this Agreement, it shall automatically extend itself for an additional period of one (1) year when the procedure for amendment, modification or termination shall be followed as outlined in Section 2 of this Article.

Section 4. If this Agreement is "Opened" for alteration of wages or other terms and conditions as provided for above, and no renewal Agreement is reached by the expiration date, then all provisions of this Agreement shall remain in full force and effect, subject to written notice to the other party of intent to terminate the Agreement in ten (10) working days. During this period, both parties agree that attempts to reach an agreement shall be continued.

IN WITNESS WHEREOF, the parties have caused these presents to be signed and sealed by their respective officers, thereunto duly authorized the day and year first above written.

VERITIV OPERATION COMPANY

TEAMSTERS LOCAL 170

Signature

Signature

Date

Date

Signature

Signature

Date

Date

VERITIV OPERATING COMPANY

ATTENDANCE POLICY

POLICY: It is the personal responsibility of all Company personnel to report to work regularly and on time. Chronic absenteeism, lateness, or a combination of both is expensive, disruptive, and places an unfair burden on individuals who have to fill in for absent employees.

A. Definitions

1. An "Absence" is a failure to report for and remain at work as scheduled, which includes arriving late, leaving early, failing to return to work at the end of an approved break period or commencing a break period earlier than scheduled. The only exceptions to this definition of "Absence" are vacation, approved leave for death in the immediate family, authorized workers' compensation, family medical leaves of absence, approved leaves of absence, and days for which no work is scheduled.
2. "Lateness" is defined as reporting to work five (5) or more minutes after scheduled starting time or leaving five (5) or more minutes prior to the end of the scheduled shift.

B. Procedure

Employees must report to work consistently and punctually. It is the employee's responsibility to adhere to the attendance standards and abide by management's attendance directives. With respect to absences, each employee must:

1. Personally call in all absences one (1) hour prior to commencement of his/her shift.
2. Speak directly to the supervisor on duty and explain the reasons for such absence.
3. Be prepared to furnish management with documentation corroborating the need for and expected duration of the absence (i.e. doctor's notes, obituary, etc.).

C. Attendance Standards

In order to translate attendance standards into effective working policy, the Company has adopted guidelines on absences as well as a practical set of standards for applying discipline based on the number of absences and instances of tardiness occurring within a specific time period. These standards may be applied to both excused and unexcused absences and are intended as guidelines only. Every situation where absences are considered is unique, however, and more severe disciplines may be applied than is suggested below. Absences for frivolous or unexcused reasons indicate a lack of enthusiasm and professional

commitment and may subject an employee to disciplines up to and including termination. Management reserves the right to determine when an employee's record of absences or lateness should merit discipline up to and including termination. The following guidelines are suggestions only and may not be applied in all cases.

1. After five (5) occurrences of absence and/or lateness within a rolling twelve (12) month period, the employee may be given a verbal warning concerning attendance standards.
2. After six (6) occurrences of absence and/or lateness in a rolling twelve (12) month period, the employee may be given a written warning.
3. After seven (7) occurrences of absence and/or lateness in a rolling twelve (12) month period, the employee may be given a written warning or be suspended.
4. Absence and/or lateness exceeding ten (10) occasions in a rolling twelve (12) month period may be grounds for termination of employment.

D. Absence During Probationary Period

The following guidelines apply for occurrences of absence/tardiness during an employee's probationary period:

1. First Occurrence of Absence or Lateness - Verbal Warning.
2. Second Occurrence of Absence or Lateness - Written Warning.
3. Third Occurrence - Termination (provided there are no extraordinary circumstances).

E. No Call Absences

The Company's general policies provide for immediate termination of employment of employees who fail to report to work without notifying the company on three (3) occasions in any eighteen (18) month period.

IN WITNESS WHEREOF, the parties have caused these presents to be signed and sealed by their respective officers, thereunto duly authorized the day and year first above written.

VERITIV OPERATION COMPANY

Cathy McQuest
Signature

1/17/18
Date

John M. Van Gest
Signature

1/17/18
Date

TEAMSTERS LOCAL 170

Sfoley
Signature

1/22/18
Date

Signature

Date