

A G R E E M E N T

between

Veritiv

and

**Teamsters Union Local 690
Spokane, WA**

Effective June 1, 2019 - May 31, 2022

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This Agreement is made and entered into by and between Veritiv Operating Company-Spokane, hereinafter referred to as the "Employer" and Teamsters Union, Local 690, Spokane, Washington, hereinafter referred to as the "Union", for the purpose of fixing the scale of wages, schedule of hours and the general working conditions affecting the employees.

ARTICLE 1 – RECOGNITION AND BARGAINING UNIT

1.1 The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all warehouse, drivers, and seasonal/casual employees.

ARTICLE 2 – UNION SECURITY

2.1 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 in good standing on the effective date of this Agreement shall, on the thirty-first (31st) calendar day following the effective date of this Agreement, shall 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 thirty-first (31st) calendar day following the beginning of such employment, become and remain members in good standing in the Union, provided, however, where the effective date of this Agreement is made retroactive, the words "execution date" shall be substituted for the words "effective date" in the foregoing Union Security clause.

2.2 Upon written notice from the Union that any employee has failed to acquire membership in the Union as herein provided, or has failed to thereafter maintain good standing as herein provided, the Employer shall, on the fifth (5th) calendar day after receipt of such notice, discharge said employee unless, during the five (5) calendar days, such employee reinstates his/her good standing with the Union, or becomes a member of the Union.

2.3 When the Employer hires a new employee, the Employer shall, within fourteen (14) calendar days of the date of employment, notify the Union in writing giving the name, last four digits of the social security number, hire date, address and classification of the employee hired.

2.4 When provided a "voluntary check-off" authorization in the form furnished by the Union and signed by the employee, the Employer agrees to deduct from the employee's pay the applicable dues and/or service/initiation fees as prescribed in the "voluntary check-off" form. The full amount of monies

so deducted by the Employer shall be promptly forwarded to the Union by check along with an alphabetized list showing the names and amounts deducted from each employee. The Union shall hold the Employer harmless against any claims brought against the Employer by an employee arising out of the Employer making a good faith effort to comply with this section.

2.4.A The company will take a standardized approach in deducting Union dues. Dues will be collected from the first two pay periods each month.

2.4.B DRIVE

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a bi-weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the last four digits of the employee's social security number, and the amount deducted from the employee's paycheck. The International Brotherhood Teamsters shall reimburse the Employer annually for the Employer's cost for the expenses incurred in administering the payroll deduction plan.

The Union shall indemnify and hold harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company in reliance upon signed authorization cards furnished to the Company by the Union, or for the purposes of complying with any provisions of this Article.

2.5 It is agreed that non-bargaining unit employees shall not perform work exclusively within the coverage of the bargaining unit except:

- (a) In emergencies
- (b) For purposes of giving training or instruction
- (c) To render on-the-spot service to a customer/vendor or to satisfy a customer's preference.

2.6 New Hire Orientation: The Union, through a Shop Steward or Union Representative, shall have thirty (30) minutes during the employer's new hire orientation program to meet with the employee(s) for the purposes of filling out Union paperwork and orienting the employee to Union membership.

ARTICLE 3 – DISCHARGE, SUSPENSION, WRITTEN WARNING NOTICE

3.1 The Employer may discharge or suspend an employee for just cause provided such action is preceded by a written warning notice of prior misconduct. The Employer shall also furnish a copy of any written warning notice to the Union at the time it is given to the employee.

3.2 No such written notice shall be necessary if the cause for discharge or suspension is dishonesty, drinking related to his/her employment, recklessness, carrying unauthorized passengers, illegal possession and/or use of federally-designated drug abuse items, or such other misconduct which is so serious in nature as to justify discharge or suspension without a written warning notice.

3.2.1 No such written notice shall remain in effect for a period of more than nine (9) months.

3.3 An employee may request an investigation of his/her discharge or suspension or any written warning notice and the Union shall have the right to protest any discharge, suspension or written warning notice. Any such protest shall be presented to the Employer in writing within ten (10) calendar days after the discharge, suspension or written warning notice, and if not presented within such period, the right of protest shall be waived.

3.4 The Union shall immediately take this protest up with the Employer or Employer Representative, and the dispute shall be processed in accordance with the terms of Article 11 of this Agreement.

ARTICLE 4 – PICKET LINE

4.1 The Union and its members agree that they will not cause, permit, sanction or participate in any strike, picketing or slowdown of any kind during the term of this Agreement.

4.2 The Employer agrees that it will not cause or permit a lockout of its employees covered by this Agreement during the term thereof.

4.3 It shall not be a violation of this Article nor cause for discharge for any employee to refuse to cross a legal primary picket line sanctioned by the Joint Council of Teamsters No. 28.

4.4 It shall be the employee's responsibility to immediately notify the Employer of such picket line.

4.5 In order to ensure the needs of customers are met, the Union agrees to notify the Employer, in writing (email, facsimile, text, etc.) as soon as reasonably possible, of an employee's refusal to cross a bona fide picket line.

ARTICLE 5 – HOLIDAYS

5.1 The following days shall be holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, last working day prior to Christmas, and Christmas Day.

5.2 All full-time employees who have completed their probationary period shall be paid for all such holidays regardless of which day of the week such holidays may occur.

5.3 During holiday weeks, four / ten (4/10) hour employees may have their workweek changed for that week to five / eight (5/8) hour days. Holiday pay will be eight (8) hours on a five / eight (5/8) schedule; and ten (10) hours if employee remains on four / ten (4/10) shift.

5.4 Management reserves the right to adjust the holiday schedule, no later than January 30th of each calendar year for: New Year's Day, Independence Day, Christmas Eve, and Christmas Day, as needed, to meet customer needs. If the Company declares an additional stated holiday, the employee may use available paid time off or take the day off without pay.

5.5 In any week in which any of the above designated holidays occur, the holiday shall be counted as a day worked for the purpose of computing overtime beyond forty (40) hours in the workweek.

5.6 Workweeks may not be changed for the purposes of avoiding holiday or overtime premiums.

In order to qualify for holiday pay, each employee must work their last scheduled workday immediately preceding the holiday and their first scheduled day after the holiday. However, if an employee's absence on the regular working days before or after the holiday is for a reason outlined in the Washington State Sick Leave Law (WSSL) and the employee has not yet exhausted the equivalent of one (1) hour of PTO for every forty (40) hours worked, the absence will not impact the payment of the holiday.

5.7 Any employee who works on any of the aforementioned holidays shall receive pay for all hours worked at his regular hourly rate in addition to the holiday pay.

ARTICLE 6 – VACATION

6.1 Employees shall be entitled to annual vacation periods as follows after the completion of:

One (1) year's service	One (1) week
Two (2) years' service	Two (2) weeks
Six (6) years' service	Three (3) weeks
Twelve (12) year's service	Four (4) weeks

6.2 Eligibility for vacations shall be computed from the date of continuous employment of the employee. Vacation pay shall be determined on the basis of a forty (40) hour week times the employee's regular straight-time hourly rate of pay.

6.3 When a holiday occurs during an employee's vacation period, said employee shall be given an extra day's vacation or an extra day's pay in lieu thereof, at the option of the Employer.

6.4 Whenever an employee is terminated prior to his/her vacation anniversary date he shall receive pro-rated vacation pat determined in the following manner:

<u>After</u>	<u>For each month of employment</u>
One (1) year's service	Three and one third (3-1/3) hours
Two (2) years' service	Six and two thirds (6-2/3) hours
Five (5) years' service	Ten (10) hours
Fourteen (14) years' service	Thirteen and one third (13 -1/3) hours

6.5 Discharge for good and sufficient reasons, such as drinking related to employment, or dishonesty shall be considered exception to the foregoing.

6.6 All vacations must be scheduled by March 2. Dates will not be changed unless:

Unforeseen emergency

Mutual agreement

Scheduling of vacations shall be conducted by seniority.

6.7 Vacation for non-regular employees shall be as follows:

<u>Vacation Calculation Schedule</u>	<u>Vacation Accrued</u>
One (1) year but less than two (2) years	1 hour vacation for each fifty (50) hours worked from date of hire. Maximum forty (40) hours paid vacation.
Two (2) years but less than eight (8) years	2 hours vacation for each fifty (50) hours worked. Maximum eighty (80) hours paid vacation.

6.8 This section will become null and void effective December 31, 2019, as the Article 17 PTO language will take effect on January 1, 2020. In order to transition from vacation awarded on the employee's anniversary date to an annual PTO award on January 1 of each year, the following will be paid out on the second payroll date in January 2020:

- Any vacation balance remaining from the calendar year 2019 award. For example, an employee awarded three (3) weeks of vacation on their anniversary date in 2019 who has only used ten (10) days of vacation will have a payout of five (5) vacation days, PLUS
- A pro-rata vacation award calculated at one-twelfth (1/12) of the 2019 vacation rate for each full month of 2019 from the anniversary date to December 31. For example, an employee with four (4) years of service on their anniversary date of July 22 will have five-twelfths (5/12) of two (2) weeks of vacation (equal to thirty-three point three three (33.33) hours) paid out.

ARTICLE 7 – PROBATIONARY EMPLOYEES

A probationary employee is one who has been compensated for less than one hundred thirty-five (135) days since his/her first (1st) day of employment.

7.1 SEASONAL TEMPORARY: Temporary employees include those employees employed for a maximum of twenty (20) days work in a six (6) months period. Such employees shall receive the full rate of pay and pension contributions, but shall receive no health and welfare benefits. The Employer may utilize up to one (1) seasonal employee per year. The seasonal casuals shall not be worked ahead of regular casuals or temporary casuals.

7.2 TEMPORARY CASUALS: Temporary employees include those employees only assigned to replace a regular employee on an authorized leave for the period of the regular employee leave. Such employees shall receive the full rate of pay and pension contributions, but shall receive no health and welfare benefits. Under no circumstance shall a temporary casual work more than three hundred sixty (360) hours in a calendar year. The Employer may utilize up to one (1) temporary casual employee per year.

7.3 REGULAR CASUALS: A regular casual employee is one who has served his/her probationary period, who may work less than eight (8) hours per day and will be paid not less than the wage rate for the type of work performed. A regular casual part-time employee is entitled to accrue all benefits and conditions as set forth in this Agreement. The Employer shall be limited to a maximum number of casuals not to exceed twenty percent (20%) of the workforce at any given location. However, if the workforce is less than ten (10) employees, the number of casuals shall not exceed one (1). The utilization of the number of regular casuals due to the percentage allowed in this Section may be increased based on whole numbers only.

7.4 ORDER OF CALL: Regular casuals and temporary casuals shall be offered work in accordance with Article 8 (Seniority) amongst themselves.

7.5 REGULAR EMPLOYEE: A full-time employee is one who has served his/her probationary period, is employed on a weekly basis and is paid the prevailing wage rate. A regular employee is entitled to accrue the full benefits and conditions of this Agreement.

ARTICLE 8 – SENIORITY

8.1 No employee shall acquire seniority until he/she has become a regular employee. A regular employee is one who has been compensated for at least one hundred thirty-five (135) days. An employee shall be considered as having worked a day if he/she received any compensation for such day. Upon acquiring such seniority rights he/she shall be considered to have acquired such rights upon his first (1st) day of employment.

8.2 Seniority shall be based on accumulated service with the Employer. A list of employees arranged in the order of their seniority shall be given to the Union upon request by the Union at reasonable intervals of time. Any controversy over the seniority standing of an employee on this list shall be handled as a grievance for settlement.

8.3 Seniority rights shall prevail, provided the employee is qualified and possesses the skill, knowledge and physical fitness to perform the work. The

Employer will be the judge of the skill and ability of its employees, but such judgment must be fairly and reasonably exercised.

8.3.1 In reducing the personnel because of lack of work or other legitimate reasons, the last employee hired shall be the first (1st) laid off and on returning employees to work, the last employee laid off shall be the first (1st) rehired.

8.4 The seniority of an employee shall be considered broken, all rights forfeited, and there is no obligation under this Agreement to rehire when the employee:

- A. voluntarily leaves the service of the Employer,
- B. is absent for two (2) consecutive days with no notification,
- C. is discharged for just cause,
- D. fails to report within seven (7) calendar days after notice to return to work,
- E. is laid off due to a lack of work for more than twelve (12) consecutive months or the length of time employed, whichever is less.
- F. is absent from work because of a non-occupational illness or injury of more than twelve (12) consecutive calendar months,
- G. is absent from work because of occupational illness or injury for eighteen (18) calendar months or more,
- H. obtains other employment or works at another job without company approval while on leave of absence.

8.4.1 This clause shall not apply to any employee with less than one hundred thirty-five (135) days of service.

8.4.2 The time limitation referenced in 8.4 may be extended by mutual agreement between the Employer and the Union.

8.5 Bid descriptions shall contain the start time, primary work to be performed.

Bidding shall proceed in order of seniority and filled likewise, provided the employee bidding a particular job is qualified to perform the primary work of said bid.

When it is necessary to fill temporary vacancies, the parties agree the vacancy will be filled if possible by utilizing available employees on that particular shift. In the event the work cannot be filled by employees on that shift, employees shall be offered the work in order of seniority and mandated in reverse order of seniority.

ARTICLE 9 – PAY ARRANGEMENTS

9.1 Employees shall be paid biweekly, payable on Friday for the two (2) weeks ended the prior week. When the regular payday falls on a bank holiday, the preceding workday shall be 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. Within sixty (60) calendar days of ratification of this agreement, all employees will enroll in direct deposit for payroll processing.

9.2 The Employer shall keep adequate records to show time worked, so as to properly comply with the wage and hour provisions of this Agreement. Earnings statements will be available to employees electronically, on a Company-supplied computer, on Company property during working hours.

9.3 Overtime will be paid on all compensated hours except sick time at the applicable overtime rate. On no occasion shall the Employer offer time off in lieu of overtime.

9.3.1 When employees have been denied work due to scheduling errors (including doubling, overtime, 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. This shall not exclude payment of back pay in appropriate circumstances such as management abuse (for example, obvious errors.)

9.4 No claim for wages shall be recognized unless presented in writing to the Union and the Employer within thirty (30) calendar days from the date of the pay period giving rise to such claim. In the event the claim is timely as outlined in the section, the wage correction shall be limited to thirty (30) calendar days prior to the date the letter is received.

9.5 The necessary records will be reviewed with the individual employee and/or the Union Business Representative whenever there is a question of whether or not the proper wages were paid or proper payments made for the Welfare Plan, Pension Plan and Fringe Benefits.

9.6 Upon discharge or quitting, the Employer shall pay all monies due the employee on the next regularly scheduled pay date following such quitting or discharge providing the employee has settled all accounts.

ARTICLE 10 – GENERAL PROVISIONS

10.1 No employee shall be discriminated against for acting on a committee of the Union or for upholding any right protected by Section 7 of the Labor Management Relations Act, 1947, as amended.

10.2 The Employer agrees to provide suitable space to be used as a Union bulletin board. Posting by the Union on such board is to be confined to official business of the Union.

10.3 Upon notice to the Employer, the authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to; provided, however, that there is no interruption of the firm's working schedule and that the Representative signs in upon their arrival and follows all local safety regulations.

10.4 Only employees who are members of the bargaining unit shall perform work of the bargaining unit; however, limited miscellaneous incidental tasks may be performed by management personnel provided they do not displace bargaining unit employees.

10.5 The Employer agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

10.6 The parties of this Agreement acknowledge their mutual obligations and responsibilities under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act and Family Medical Leave Act and therefore will cooperate in the compliance with ADA, FMLA, and Washington FMLA to the extent mandated by the Acts, and do hereby agree not to discriminate on the basis of race, ethnicity, color, creed, religion, sex, sexual orientation, marital status, gender identity or expression, genetic information, national origin or age, or any other classification protected by law.

In the event a military reservist is called to active duty, the Employer agrees to honor and adhere to all provisions of the Uniformed Service Employment and Reemployment Rights Act (USERRA) of 1994, including, when legally required

to make pension contributions up to a maximum of two thousand eighty (2080) hours per year, on behalf of an affected employee.

10.7 Where masculine gender has been used in any provision of this Agreement, it is used solely for the purpose of illustration and shall not in any way be used to designate the sex of the employee eligible for any position, classification or the benefits provided in this Agreement.

10.8 The Union recognizes the right of the Employer to establish such reasonable Company rules as it may deem necessary, provided that such rules are not in conflict with the terms and provisions of this Agreement. Employees shall be made aware of such rules and they are to be applied equally to all employees of the Employer.

10.9 Employees designated in a classification (such as driver) may be required to work outside of their normal classification (such as warehouse work) provided that said employee is qualified to perform the required work. Further, when an employee is assigned to perform such work it shall only be assigned as a supplement to the employee's regular work assignment or under emergency circumstances. The Employer shall not abuse this privilege unnecessarily making such assignments.

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

The Employer agrees that no employee will suffer a deduction of hours, wage rate, lay off or termination as a result of the implementation of this provision.

10.10 Employees are expected to participate to the best of their abilities in job related activities, including but not limited to safety, QIP, training, etc. The Union will not knowingly interfere with the same.

When employees participate in any out of town training/activities, all reasonable expenses shall be paid by the Employer. Further, it is agreed that employees will be paid the applicable hourly rate for all time spent in travel and in attendance for such training/activities.

ARTICLE 11 – GRIEVANCE AND ARBITRATION PROCEDURE

11.1 Grievance is used herein shall mean any dispute between employer and employee over terms and conditions of the Labor Agreement.

11.2 An employee, Union, or Employer will take up his/her grievance with the charged party by filing the grievance, in writing, within ten (10) working days of

such grievance or ten (10) working days from the date such grievance became known or should have been known to the employee; otherwise, such grievance shall be null and void. If he/she so desires, the employee may also have his/her Union Representative present.

The charged party in the grievance must respond, in writing, to the grievance within ten (10) working days from the date the grievance is filed in writing.

11.3 If no mutual satisfactory adjustment of the misunderstanding is thus consummated, then within ten (10) working days of receipt of the written response, the parties will meet in an attempt to resolve the grievance.

If the grievance is not satisfactorily resolved within the above time period, it may be submitted to arbitration. If the moving party elects to move to arbitration, notice must be sent (i.e. postal, facsimile, or email), in writing, to the charged party within ten (10) working days following the meeting noted above.

11.4 A list of NAA certified Arbitrators shall be requested from the Federal Mediation and Conciliation Service (FMCS) and the selection process shall determine the Arbitrator. The selection process shall begin within ten (10) working days of receipt of the list of Arbitrators.

11.5 The Arbitrator shall commence hearings within a reasonable period of time after his selection and shall render his award in writing within thirty (30) calendar days from the arbitration hearing or presentation of post-hearing briefs. The award of the Arbitrator together with his/her written findings and conclusions shall be final and binding upon the parties to this Agreement and upon the complaining employee or employees, if any. The Arbitrator is not vested with the power to change this Agreement in any of its parts.

In no case will the financial liability on any grievance extend beyond six (6) months from the date the Arbitrator is selected. To the extent an Arbitrator orders back pay in a grievance, the amount of back pay will be offset by earnings from interim replacement employment by the grievant. If a grievant had received unemployment benefits during the period of time that back pay is due under the Arbitrator's award, the employer shall comply with the provisions of RCW 50.20.190, as now enacted or as hereafter amended, before reducing any back pay owed to the grievant. Any significant Employer delays in executing a timely arbitration will result in a waiving of the limit of liability. The Arbitrator will have the right to determine if an Employer delay is significant.

11.6 The Arbitrator's fees and expenses and the cost of any hearing room shall be borne equally by the Employer and the Union. All other costs and expenses shall be borne by the party incurring them.

11.7 The Employer and the Union agree to comply with the time limitations set forth above, and either party shall have the right to insist that the time limitations be complied with; provided, however, said time limitations may be waived by mutual agreement, but in no event shall failure to comply with the time limits set forth in Section 11.5 above deprive the Arbitrator of authority to decide the grievance, including the issue of timeliness.

11.8 All grievances as defined in this Article shall be settled in accordance with the procedures outlined above.

11.9 There shall be no lockout, strike interruption of work or slowdown during the life of this Agreement.

ARTICLE 12 – HEALTH CARE BENEFIT PLAN

12.1 – Health Care Benefit Plan

The Employer shall continue to pay into the INLAND EMPIRE TEAMSTERS TRUST Composite Plan “A” for each employee who was compensated for eighty (80) hours or more in the preceding month.

EFFECTIVE DATE	CONTRIBUTION
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June 1, 2019	The Company will contribute eighty-three percent (83%) of the total cost and the employee will contribute seventeen percent (17%) of the total cost for the life of the agreement, unless the increase in cost in any one year exceeds eight percent (8%). In that event, any increase greater than eight percent (8%) will be borne by the employee through payroll deduction.
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12.2 The above payments shall be made to the Administrative Office by the tenth (10th) day of each month and in the event the Trust is required to take legal action to collect any Employer contribution due under this contract, the Employer shall be liable for all necessary legal and court costs.

12.3 Upon Union request, copies of all transmittals pertaining to benefits under the Article shall be posted on the bulletin board.

12.4 If the Employer is delinquent in payments, the Employer shall be liable for the payment of any claims incurred by employees or dependents during such delinquency. If delinquent, the Employer may be notified by the Union and, thereafter, shall have five (5) days to pay the amount due. If payment is not made by the end of five (5) days the Union may, without liability, therefore implement any economic persuasion (work stoppages, slowdowns or similar

activities excluded) deemed expedient and such shall not be a violation of this Agreement.

ARTICLE 13 - PENSION

13.1 The Employer shall continue to pay into the WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND, on account of each member of the bargaining unit, irrespective of membership or non-membership in the Union, the sum of two dollars and thirty-five cents (\$2.35) for each hour which compensation is paid to a maximum of two thousand eighty (2080) hours per calendar year. The contribution shall be allocated as follows:

Two dollars and twenty-one cents (\$2.21) to the basic plan of benefits and fourteen cents (14¢) to PEER/84.

Effective as designated below, the Employer shall pay the amounts stated below for every hour for which compensation is paid, said amounts to be computed monthly, provided that the maximum annual contribution shall be limited to two thousand eighty (2080) hours.

	BASIC CONTRIBUTION RATE	PEER CONTRIBUTION RATE	TOTAL CONTRIBUTION RATE
Effective:			
6/1/99	\$1.78	12¢	\$1.90
6/1/00	\$1.83	12¢	\$1.95
6/1/01	\$1.88	12¢	\$2.00
6/1/02	\$1.92	12¢	\$2.04
6/1/03	\$1.97	13¢	\$2.10
6/1/04	\$2.02	13¢	\$2.15
6/1/09	\$2.21	14¢	\$2.35

13.3 The total amount due for each calendar month shall be remitted in a lump sum no later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the contributions due and the prompt and orderly collection of such amounts for each member of the bargaining unit. Failure to make all payments herein provided for within the time specified shall be a breach of this Agreement.

13.4 In the event that the contribution hourly rate to the basic plan of benefits is increased in the future the contribution to PEER/84 must also be increased so that the PEER/84 contribution equals six point five percent (6.5%) (rounded to the nearest cent) of the new total contribution to the basic plan.

13.5 The contributions required to provide PEER/84 are not taken into consideration for benefit accrual purposes under the basic plan. If the bargaining unit ceases participation in PEER, such bargaining unit will be ineligible to participate in the basic plan.

13.6 Holiday and Vacation hours shall be considered as time worked for the purpose of this Article.

13.7 The location participates in the Veritiv Hourly Savings Plan described in the Summary Plan Description entitled "Savings Plan". All plan provisions are indexed to the core company plan.

13.8 For probationary employees hired on or after June 1, 2016, the Employer shall pay an hourly contribution rate of ten cents (\$0.10) (including PEER/84) during the probationary period as defined in Article 7, but in no case for a period longer than the first ninety (90) days from the initial date of hire. Contributions shall be made on the basis set forth in Article 13, Section 13.1. After the expiration of the probationary period as defined in Article 7, but in no event longer than ninety (90) calendar days from an employee's initial date of hire, the contribution shall be increased to the full contractual rate.

ARTICLE 14 – FRINGE BENEFIT BOOKLETS – SELF-PREMIUM PAYMENTS

14.1 Each employee has been provided a copy of the Labor Agreement and current copies of the various fringe benefit booklets named in Articles 12 and 13. It is the responsibility of the employee to read these fringe benefit booklets in order to familiarize himself/herself with the various plans and determine when he/she will become eligible for each benefit. If an employee misplaces any of the plan booklets he/she should contact the Plan Administrator for a replacement copy.

14.2 Federal Law (COBRA) requires certain fringe benefit plans to permit employees, their spouse or dependents, self-premium payments in order to continue coverage under the plans for a given number of months, in the event coverage would otherwise cease or be reduced due to employment termination, reduction in hours work, divorce, marital separation or loss of dependent status. Under COBRA it is the responsibility of the employee's spouse or dependents to notify the Plan Administrator when there is a divorce or separation from the employee, or when a dependent loses his/her status as a covered dependent under the Plan. Whenever an employee is concerned that fringe benefits may cease or be reduced, it is the employee's responsibility to immediately contact the Plan Administrator to determine which plans allow self-payments to continue the coverage for himself/herself and family.

ARTICLE 15 - ACCEPTANCE OF TRUSTS

15.1 The Employer hereby acknowledges that it has received true copies of the Inland Empire Teamsters Trust (IETT) and Western Conference of Teamsters Pension Fund (WCTPTF) Agreement and Declaration of Trust and Regulations and shall be considered a party thereto. The Employer further agrees that the Employer Trustees named in the said Trusts, and their successors in Trust, are and shall be its representatives and consents to be bound by the actions and determinations of the Trustee.

ARTICLE 16 - SICK LEAVE

16.1 Regular employees with less than one (1) year of employment shall accumulate sick leave pay at the rate of two (2) hours per month. Regular employees with one (1) year or more of employment shall be awarded twenty-four (24) hours sick leave on each January 1. It is agreed by the parties that an illness or injury is a disability and pay shall commence with the employees first (1st) working day off. If requested by the Employer a doctors or hospital-clinic statement verifying the disability must be furnished to the Employer to receive disability benefits.

16.2 Regular full-time employees shall be eligible for SICK LEAVE PAY for a bona-fide absence due to non-occupational illness or injury for which a doctor is consulted, in accordance with the following provisions:

(a) Sick Leave Bank

Any unused accrued sick leave shall be accumulated from year to year to a maximum of two hundred eighty (280) hours.

An on the job injury at no fault of the injured employee, the injured employee may utilize all hours in his/her Sick Leave Bank if needed.

Any accrued sick leave for a given year not used in the Sick Leave Bank, because maximum days have been reached, may not be used for the future.

(b) Amount and Method of Pay

Accumulated sick leave pay shall be payable at the rate of one (1) day's (eight (8) hours or ten (10) hours, depending on the employee's schedule) straight-time pay for each day of absence from work beginning with and including the second (2nd) working day of absence, provided that:

1. Sick leave pay shall commence on the first (1st) working day of absence if the employee is hospitalized or has disabling out-patient surgery.

2. Total pay received in any week (Monday through Sunday, inclusive) from accumulated sick leave pay, weekly disability benefit payments under the Health & Welfare Plan (Article 13) and pay for any time worked (excluding pay for over-time hours) shall not result in more than a normal week's pay (forty (40) straight-time hours at the applicable rate of pay set forth in Appendix A).

16.3 Sick leave benefits as described herein shall be coordinated with State Disability and/or Worker's Compensation Benefits and paid up to a maximum of the employee's daily earnings.

Loss of working time as a result of an accident or injury as recognized by the Workmen's Compensation Board, suffered during the course of employment, shall be subject to sick leave benefits in accordance with the above, to the extent of the difference between disability benefits paid by Workmen's Compensation and the employee's regular pay for an eight (8) hour day and/or a forty (40) hours week. The injured employee may continue to receive sick leave benefits after the seventh (7th) day of absence under this provision up to the accumulated sick leave bank.

If an employee suffers from an occupational illness or injury while employed by Veritiv he/she shall receive full pay from his/her sick leave bank for any time loss not covered by State Disability and/or Worker's Compensation. Employees suffering from an occupational illness or injury shall be obligated to report all such injuries to their immediate supervisor as soon as possible.

16.4 It is further agreed that the Sick Leave Bank shall be reduced only by hours actually paid for by the Employer. This shall be determined by dividing the applicable hourly rate into the weekly sick leave benefit paid by the Health & Welfare Plan and subtracting these hours from any reduction made from the bank.

If the employee should take time off from work during the week in question for reasons other than his/her illness or injury, such working hours and the equivalent straight-time pay should be excluded from the equivalent forty (40) hours straight-time pay referred to above.

16.5 Any unused sick leave shall accumulate into a Sick Leave Bank of not more than two hundred eighty (280) hours. All accumulated hours in excess of the maximum bank shall be paid to the employee upon their anniversary date of employment.

16.6 Any unused sick leave in an employee's Sick Leave Bank shall be paid out one hundred percent (100%) to the employee upon his/her retirement, provided the employee begins collecting a Teamster Pension or Social Security.

16.7 In order to ensure all employees are afforded the equivalent of one (1) hour of sick time for every forty (40) worked, in accordance with the Washington State Sick Leave Law that was effective on January 1, 2018, the Company will calculate and provide to each employee their sick leave available as of the time of ratification of this agreement, taking into account the sick leave hours earned, the sick leave hours used, and a carryover limit of forty (40) hours per year.

16.8 This section will become null and void effective December 31, 2019, as the Article 17 PTO language will take effect on January 1, 2020.

ARTICLE 17 – PAID TIME OFF

Effective January 1, 2020, all employees with at least one (1) year of service on January 1 of each calendar year will be awarded paid time off (PTO) as follows:

- Employees with at least one (1) year of service but less than two (2) = ninety-two (92) hours of PTO
- Employees with at least two (2) years of service but less than five (5) = one hundred thirty-two (132) hours of PTO
- Employees with at least five (5) years of service but less than eleven (11) = one hundred seventy-two (172) hours of PTO
- Employees with at least eleven (11) years of service = two hundred twelve (212) hours of PTO

All employees with less than one (1) full year of service on January 1 of each calendar year will be awarded paid time off (PTO) as follows:

- Five (5) hours of PTO for each full calendar month of service, credited on the last day of the calendar month. The Company will audit the hours worked by new employees, and ensure that no employee receives less than the equivalent of one (1) hour of PTO for every forty (40) hours worked.
- Employees cannot use PTO until reaching ninety (90) days of active employment.

PTO may be used in the following manner:

1. For absences outlined in the Washington State Sick Leave Law, up to the equivalent of one (1) hour for every forty (40) hours worked in a calendar year. Employees will be required to provide reasonable advance notice of

foreseeable absences and notice as soon as practicable for unforeseeable absences, but no later than the end of the shift for which the employee took unforeseeable leave. It shall be the employee's option to use PTO when the employee is absent from work for reasons outlined below. For the use of PTO for this category of absences, and when used for this purpose, PTO can be used in increments of one-tenth (1/10) of an hour. Employees may be required to provide verification for absences that exceed three (3) consecutive days on which the employee was required to work. If obtaining verification causes an undue burden or expense, employee must contact human resources. These include the following, unless amended by the Washington State Sick Leave Law:

- a. An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;
 - b. To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care;
 - c. When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason; and
 - d. For absences that qualify for leave under the state's Domestic Violence Leave Act (DVLA).
- For pre-scheduled and pre-approved PTO.
 - Absences outside of these parameters will be subject to the attendance program in place.
 - At the request of an employee, PTO may be paid out for unscheduled absences beyond the equivalent of one (1) hour for every forty (40) hours worked, but the absence will be subject to the attendance program in place.
 - Employees will not experience retaliation for using available PTO for qualifying paid sick and sick leave reasons.

All employees will be provided with a monthly report that complies with the Washington State Sick Leave Law statutory requirements in place at the time. In addition, up to forty (40) hours of accrued but unused PTO can be carried over to the following year.

For those employees who have a Sick Leave Bank balance as of December 31, 2019, the Sick Bank balance will be charged for all unplanned absences

beyond the PTO equivalent of one (1) hour for every forty (40) hours worked. In addition, the Sick Leave Bank balance will continue to carry over from one (1) calendar year to the next, in addition to the carryover of up to forty (40) hours of PTO awarded in the current year.

Pre-Approved PTO

Employees with at least two (2) years of service, but less than eleven (11), must schedule a minimum of one (1) full week of pre-approved PTO, and the remaining balance of their PTO may be used for single pre-approved PTO days. Employees with at least eleven (11) years of service must schedule a minimum of two (2) full weeks of pre-approved PTO, and the remaining balance of their PTO may be used for single pre-approved PTO days. Requests for full week periods of time off must be made at least six (6) weeks prior to the first day of the period requested. Requests for single pre-approved PTO days must be made at least two (2) weeks in advance of the date requested. All requests will be approved or denied within five (5) business days. Requests for pre-approved time off, with less than the two (2) weeks advanced notice, will be considered for approval on a case-by-case basis. If time off requests are made and denied, up to forty (40) hours of denied PTO can be added to the forty (40) hours for carryover purposes.

In the event an employee exhausts his PTO balance prior to the time he has scheduled as pre-approved PTO, his time will be removed from the calendar, and the time made available to others in the bargaining unit on the basis of seniority.

Payout at termination

At the time of termination of employment, an employee will be paid out their current PTO balance, as well as any Sick Leave Bank balance.

ARTICLE 18 – FUNERAL LEAVE

In the event of a death in the immediate family of any employee, the employee shall receive time off with pay, not to exceed three (3) individual or consecutive working days. Should the employee travel more than a two hundred (200) mile radius from their place of work, they shall be granted an additional day for travel. The employee may be required to provide travel documentation upon request of the employer. If the employee needs more than three (3) days off, they should discuss this need with their manager, in consultation with the Human Resources representative. (Documentation of the death will be required).

Immediate family member is defined as spouse, domestic partner*, children, parents, siblings, in-laws, grandparents, grandchildren; this definition applies to both blood relatives and relatives by marriage or adoption. *Includes domestic partner's equivalent relatives as listed above.

ARTICLE 19 – JURY DUTY

19.1 When an employee covered by this Agreement is called upon for jury service in any Municipal, County, State or Federal Court, he shall advise the Employer upon receipt of such call and if taken from his/her work for such service, shall not suffer any loss of wages while actually performing jury service. The company will not pay more than a maximum of thirty (30) working days per year for any jury duty served. Should the employee report for jury duty and be excused for the balance of that day, he/she shall report as soon as possible to the Employer for the purpose of working the balance of his scheduled shift.

ARTICLE 20 – LEAVE OF ABSENCE

20.1 The Employer may grant leave of absence from the bargaining unit for a period of up to six (6) months. This period may be extended by mutual agreement between the Union and the Employer. Such leave of absence shall be in writing with a copy to the Union. Employees granted a leave of absence in accordance with this provision shall not suffer a break in seniority during such leave of absence or any extension thereof. For leaves of absence related to FMLA and/or Washington FMLA, the employee must also apply for leave by contacting the appropriate Company Leave Administrator. The employee will not be denied FMLA and/or Washington FMLA leave during the application and approval process.

ARTICLE 21 – SAFETY, ACCIDENTS, EXAMINATION, EQUIPMENT

21.1 The Employer shall not require employees to take out on the streets or highways any vehicle which is not in safe operating condition or equipped with the safety appliances prescribed by law. Any dispute over whether the vehicle meets the above-mentioned requirements shall be handled as a grievance. The employer will pay for the service to provide the driver the opportunity to weigh their loads, and the decision to weight the load shall reside with the individual driver.

21.2 Any employee involved in any accident shall immediately report said accident and any physical injury sustained. The employee shall make out an

accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to the accident.

21.3 Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all such employees; provided, however, the Employer shall pay for all such examinations (including time consumed) except in the case of drivers or chauffeurs license examinations. Employees will not be required to take examinations during their working hours without pay for time so consumed. Provided, however, that an employee shall have proof of such D.O.T. examination prior to employment.

21.4 It is agreed that observation of safe working practices and Employer safety rules is a primary duty of all employees. The Employer agrees to provide necessary safety equipment. Employees are responsible for wearing safety shoes which meet the Employer's published company guidelines. The Company has included seven cents (\$0.07) in the hourly base rate of the wage section of this agreement as a shoe allowance. The employees are required to utilize and/or wear designated Employer provided safety equipment as required.

21.5 The Employer will implement safety programs including OSHA/Volunteer Protection Program designed to recognize and promote effective safety and health management among all employees. The Union agrees to participate whenever possible in the safety programs and promotes safety in the workplace to help assure a safe and healthful workplace. Likewise, in the event a particular safety issue is not addressed, the Union may forward the concern as provided in Article 11 of the Agreement.

ARTICLE 22 – WORKING CONDITIONS, WAGE RATES, OTHER PROVISIONS

22.1 – WORKDAY-WORKWEEK-OVERTIME

The workweek shall be defined as five (5) consecutive days of eight (8) hours (Monday through Friday or Tuesday through Saturday) or four (4) consecutive days of ten (10) hours (Monday through Thursday or Tuesday through Friday). All hours over forty (40) hours total per workweek shall be paid for at time and one-half (1-1/2) the regular rate of pay. Paid time off in accordance with the provisions of this Agreement shall be counted as hours worked when calculating overtime. All daily hours in excess of eight (8) per day on a five/eight (5X8) schedule or ten (10) on a four/ten (4X10) schedule, shall be paid at the overtime rate of one and one-half (1-1/2) times the regular rate of pay for all hours worked in excess of eight (8) or ten (10) when the employee is not afforded the opportunity to work all of his/her scheduled workweek by company action of layoff due to lack of work, or other conditions beyond the control of the company such as power failure, fires, floods or similar causes.

The fifth (5th) and sixth (6th) day for the four (4) day workweek and the sixth (6th) day for the five (5) day workweek shall be an overtime day and anyone called to work shall be guaranteed a minimum of five (5) hours pay. If required to work over five (5) hours, the employee shall receive a minimum of eight (8) hours of pay.

Lunch and Rest Periods:All employees shall be afforded a lunch period of no less than one-half (1/2) hour and not more than one (1) hour to be taken as near to the middle of the shift as possible. Additionally, each employee shall receive two (2) fifteen (15) minute rest periods and an additional fifteen (15) minutes paid rest period for each two (2) hours of work in excess of eight (8) in a day.

22.2 – CLASSIFICATIONS-WAGE RATES-OTHER PROVISIONS

The following minimum wages rates shall be effective:

	Current	1 st year 6/1/2019	2 nd year 6/1/2020	3 rd year 6/1/2021
Foreperson	\$19.95	\$21.35	\$21.76	\$22.18
Truck Driver	\$18.95	\$20.35	\$20.76	\$21.18
Warehouse Worker		\$18.95	\$19.33	\$19.72

The Company will make a one-time lump sum payment of seven hundred and fifty dollars (\$750) to each active employee, following ratification, and as soon as administratively feasible.

Warehousemen that obtain a Class “A” CDL and Hazmat endorsement shall be reclassified to the Truck Driver rate.

A new warehouse employee may be employed for his/her first (1st) ninety (90) calendar days at eighty percent (80%) of the wage rate and may be employed for his/her second (2nd) ninety (90) calendar days at ninety percent (90%) of the wage rate.

SHIFT DIFFERENTIAL: Employees that start work between the hours of 11:00 p.m. and 3:00 a.m. shall be paid thirty-five cents (\$0.35) per hour more than the standard rate for all hours worked.

FOREPERSON: When directing the workforce the Foreperson shall take orders from the designated EMPLOYER Representative and will have the responsibility to gather and record data, perform clerical tasks that include daily production reports. The Foreperson will receive one dollar (\$1.00) premium pay per hour. Management will have sole discretion to determine the need for the Foreperson

position, the individual employee selected as the Foreperson, and the start times for the Foreperson.

22.3 - PART-TIME/CASUAL EMPLOYEES – REGULAR EMPLOYEES ON LAYOFF

The Employer may hire part-time/casual help who shall generally work less than the standard workweek and/or temporary help for peak periods or to replace seniority employees who are absent for any reason. Part-time/casual employees will be scheduled as and when needed.

Health care and Pension benefits as provided in Articles 12 and 13 apply to all part-time/casual employees.

Jury Duty and Funeral Leave shall not apply to part-time/casual employees.

Part-time/casual employees, when called, shall be paid a minimum of four (4) hours per call.

A regular employee on layoff who is qualified must be offered the available work before a part-time/casual employee is used.

Part-time casual employees shall not be used to deprive regular employees who are qualified to perform the work of available overtime work.

22.4 The parties agree to take appropriate steps necessary to create and maintain a Drug Free Workplace. These steps would include “for cause, random and post-incident testing of all employees, to the extent allowed by law. The Company’s current Substance Abuse Prevention Policy, which was effective December 1, 2018, was shared with the Union.

ARTICLE 23 – KITTING

23.1 The parties agree that due to the changing nature of the business environment, there will be types of business, which will require exemption from the wage and benefit and working conditions of the labor agreement. Examples of exemptions would be the “kitting” business where numbers of temporary contractors or part time contractors are assigned to specific duties for specific customer/jobs and specific times. Contractors assigned to the “kitting” business will perform only those specific duties directly related to the assignment. In addition, unloading product from trucks, loading product into trucks, and operating powered material handling equipment will be performed by bargaining unit employees. This provision will not dilute or cause layoffs of bargaining unit employees.

The parties agree that the assembling of kits is not bargaining unit work. The company may therefore employ temporary or part-time contractors to perform such work who shall be exempt from the wage and benefit and working conditions of the Labor Agreement. Consistent with Article 1, kit assemblers shall not be assigned or perform any bargaining unit work nor shall they operate any equipment or machinery used by bargaining unit members.

ARTICLE 24 - SURVEILLANCE

24.1 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 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 25 - COMPLETE AGREEMENT

25.1 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 26 - SAVINGS CLAUSE

26.1 If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of the Agreement continues in full force and effect. The Article or Section held invalid shall be modified as required by law or the tribunal of competent jurisdiction,

or shall be renegotiated for the purpose of an adequate replacement. If such negotiations shall not result in mutually satisfactory agreement the grievance procedure outlined in this Agreement shall be applicable.

ARTICLE 27 – PURPOSE OF AGREEMENT

27.1 It is the intent and purpose of the parties hereto that this Agreement shall promote and improve the industrial and economic relationships between the Employer and the Union as set forth herein and to set forth herein rate of pay, hours of work and other conditions of employment to be observed between the parties hereto.

27.2 It is recognized by both parties that they have a mutual interest and obligation in maintaining friendly cooperation between the Employer and the Union which will permit safe, economical, and efficient operation of the plant.

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

ARTICLE 28 – TERM OF AGREEMENT

This Agreement shall become effective June 1, 2019 and shall remain in full force and effect until May 31, 2022. It shall automatically renew itself from year to year thereafter unless either party gives written notice to the other sixty (60) calendar days prior to the expiration of a desire to amend or terminate this Agreement.

It is further understood that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) calendar days prior to May 31, 2022, or May 31st of any subsequent contract year, advising that such party desires to continue this Agreement but also desires to revise or change the terms or conditions of such Agreement.

The respective parties shall be permitted all legal or economic recourse to support their request for revisions if the parties fail to agree thereon.

DATED AT SPOKANE, WASHINGTON THIS 30th DAY OF SEPTEMBER, 2019.

Veritiv

Teamsters Union Local 690



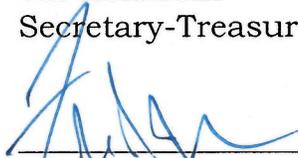
Elizabeth Brennan
Veritiv Corporation



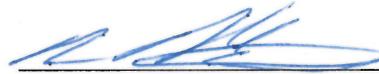
Val Holstrom
Secretary-Treasurer



Heidi Padden
Transportation Supervisor



Fred Makus
Business Agent



Ron Hansen
Committee Member