

AGREEMENT

between

Veritiv

St. Louis Division

and

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 688

March 1, 2019 through February 28, 2023

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THIS AGREEMENT, effective the 1st day of March, 2019, by and between, the St. Louis Division of Veritiv Operating Company, located at 8195 Lackland Road in St. Louis, Missouri, hereinafter referred to as the "Company" and Teamsters Local Union No. 688, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America located at 4349 Woodson Road, Suite 200 in St. Louis, Missouri, hereinafter referred to as the "Union", is executed for the purpose of establishing rates of pay, wages, hours of work and conditions of employment to be observed between the parties hereto during the term of this Agreement.

Article I
Union Security and Recognition

Section 1. The Company agrees to recognize and does hereby recognize the Union, its agents, representatives, or successors as the exclusive bargaining agent for all employees classified as warehouseman or drivers employed by Veritiv Operating Company, St. Louis Division, located at 8195 Lackland Road, St. Louis, Missouri, excluding supervisors, management employees, maintenance employees, office employees, guards, mechanics, sales representatives, and employees of other divisions or subsidiaries of Veritiv Operating Company, whether or not they are employed at 8195 Lackland Road, St. Louis, Missouri. The Company further agrees to recognize the Union as the exclusive bargaining agent for its warehousemen and drivers in the event it relocates its current facility from the Lackland Road location to another facility within 50 miles of downtown St. Louis, Missouri.

Section 2. No persons employed under the classification of employees named herein shall be retained unless such person makes application and becomes a paid-up member of the Union within thirty-one (31) days from the person's date of employment.

Section 3. Regular employees shall be any full-time employee who has been on the payroll of the Company long enough to satisfactorily complete the ninety (90) calendar day probationary period.

Section 4. The Company shall not direct or require employees, other than employees of the bargaining unit, to perform regular driver/production work which is recognized as unit work except that the Company may use non bargaining unit workers to perform bargaining unit work in cases of absenteeism, approved leaves of absences, the taking of inventory, relocation of the operation, protection of life and property, emergencies created by acts of God, instruction, training, and during peak business periods when bargaining unit employees are not available in sufficient numbers to perform the essential work.

In the event of a change in law that prohibits the application of this article, this article will not be applicable as long as such law is in effect.

Article II
Check-Off

Section 1. The Company undertakes and agrees to deduct from the wages of each Union member in its employ who has signed proper legal authorization for such deductions and who are covered by this Agreement, and to remit to the Union no later than the fifteenth (15th) day of the month following such deduction, the total of the amount of regular monthly Union dues and initiation fees, as well as any back unpaid Union dues and initiation fees owed the Union (provided such indebtedness for dues or initiation fees was incurred during employment with the Company). Such deductions shall be withheld on the first payday of the month preceding the current month for which current Union dues and initiation fees are payable. The amounts of all such deductions shall be certified by the Union to the Company.

Section 2. The Employer agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a 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 D.R.I.V.E. national headquarters on a monthly basis, in one check, the total amount deducted along with the names of each employee on whose behalf a deduction is made, and the amount deducted from the employee's paycheck. No deduction shall be made which is prohibited by law.

Section 3. The Union agrees to indemnify and hold the Company harmless against any claim or liability which may result by reason of the Company's compliance with this Article.

Article III
Tools and Equipment

The Company shall supply all tools, equipment supplies and uniforms directed by it to be used in the performance of work, in accordance with existing practices and agreements established under this Agreement. In addition, the Company shall provide up to \$150.00 per calendar year to be used towards the purchase of safety shoes from a Company approved vendor. Employees will be held responsible for the care and maintenance of all tools, equipment, supplies and uniforms provided by the Company. All employees will be required to wear Company provided uniforms. The uniforms must be cleaned and pressed as to present professionalism at all times.

Article IV
Hours of Work and Overtime

Section 1. The daily work hours of each employee shall be counted from the time the employee reports for work and works in accordance with his assigned work schedule, regardless of the type of work he is assigned to perform.

Section 2. The established unpaid lunch period shall remain in force not to exceed one-half (1/2) hour, unless otherwise mutually agreed to. Time consumed by the employee in excess of the established period will not be paid by the Company and may subject the employee to

disciplinary action when not approved in advance by his supervisor. No employee shall be required to take more than one (lunch) period in any one day.

Section 3. Each warehouse employee shall receive two (2) fifteen (15) minute breaks per eight (8) hour shift. One (1) such break will be taken in the morning and one (1) in the afternoon, or so scheduled by the Company so as not to interfere or conflict with Company business.

Section 4. Work shall be scheduled for five (5) consecutive days: Monday through Friday, Tuesday through Saturday or Sunday through Thursday. New schedules shall be bid and filled in accordance with the provisions of Article VI, Section 7 of this Agreement. All regular employees have a reporting time for duty which shall be designated at the end of the preceding week. Unless mutually agreed to or due to an emergency situation beyond the control of the Company, regular reporting time shall be between the hours of 4:00 a.m. and 10:59 a.m. for the first shift; 11:00 a.m. to 5:59 p.m. for the second shift; and 6:00 p.m. and 3:59 a.m. for the third shift.

Section 5. Unless otherwise notified prior to the end of his previous shift, an employee required to report for work shall be guaranteed a minimum of four (4) hours work or four (4) hours pay at the applicable rate of pay, provided he reports for work as scheduled. If an employee reports for work and works more than four (4) hours, he shall be guaranteed the number hours he/she works for that day. It is agreed, however, that classification notwithstanding, the employee may be assigned to perform any work which management determines the employee qualified to perform.

Section 6. All regular employees shall be scheduled forty (40) hours of work per week. Time and one half shall be paid for work in excess of forty (40) hours in any one week. Hours paid for absence resulting from jury duty shall be counted as time worked when computing premium payments provided in this section. The Company will provide employees advance notice of overtime when practical. In all cases except emergencies beyond the control of the Company, i.e. weather, loss of power, etc., weekend overtime will be bid by seniority, and assigned by inverse seniority.

Section 7. No provision of this agreement shall prohibit the Employer from employing part-time employees when the following conditions surrounding their employment are observed:

a. Part-time employees shall not represent more than ten percent (10%) of the total number of employees covered by the Agreement, except that such number of part-time employees may be rounded up to the next whole number when ten percent (10%) of the total number of employees covered by the Agreement results in a number containing a decimal of five-tenths (0.5) or larger.

b. Part-time employees shall become members of the Union within thirty-one days of employment, as set forth in Article I, herein.

c. Part-time employees shall not be regularly scheduled for more than twenty-five (25) hours per week. Exceptions will be made when filling in for a full-time employee who is absent.

d. Part-time employees shall not be eligible for the insurance benefits described in this Agreement, but will be eligible for pension benefits, provided such part-time employees otherwise qualify under the provisions of the pension program.

e. Part-time employees will be eligible for pay, as provided in the holiday, vacation, jury duty, and funeral leave provisions of this Agreement, provided they otherwise qualify. However, paid time off for holidays, jury duty and funeral leave will be based on the straight time hours that would have been scheduled at the time the absence occurred; while vacation pay will be based upon the actual straight time hours worked and pro-rated in accordance with the vacation provisions of this Agreement which address the pro-ration of time for vacation purposes.

f. Part-time employees shall not remain on the payroll, if any Regular full-time employees with greater seniority are on lay-off.

g. Part-time employees will be given consideration for employment when full-time openings occur, provided they have completed their probationary period and are otherwise qualified.

Section 8. The parties agree that in the interest of efficiency, Drivers may be called upon to unload return merchandise from their trucks and load merchandise on to their trucks from a staged area for delivery on runs subsequent to their first run of the shift. It is further agreed that Drivers may be offered additional hours in the warehouse to compensate for inadequate coverage in the warehouse due to absenteeism, vacations, etc. The purpose of this section is not to reduce work opportunities for regular warehouse employees, and the application of this language may not result in warehousemen receiving less than full-time hours on subsequent shifts.

Section 9. The parties agree that if any warehouse employee is sent home with less than eight (8) hours pay under Article IV, Section 5 of the Labor Agreement, if the Company has held any drivers for customer needs that day for potential deliveries, such drivers shall not perform any production work on that workday. This limitation does not apply to workdays when all warehouse employees are working full eight (8) hour shifts.

Article V
Wages

Section 1. Hourly wage rates for employees classified as warehouseman will be as follows:

	<u>Current</u>	<u>3/1/19</u>	<u>3/1/20</u>	<u>3/1/21</u>	<u>3/1/22</u>
Start	\$16.91	\$17.36	\$17.81	\$18.26	\$18.71
After 1 year	\$17.91	\$18.36	\$18.81	\$19.26	\$19.71
After 2 years	\$19.01	\$19.46	\$19.91	\$20.36	\$20.81

Section 2. A shift differential of twenty cents (\$.20) will be paid to all warehouse employees whose regular shift begins after 11:00 a.m. and before 3:59 p.m. A shift differential of forty cents (\$.40) will be paid to all warehouse employees whose regular shift commences after 3:59 p.m. and before 3:59 a.m.

Section 3. Any employee whose primary job responsibility is to cut full size sheets of paper into smaller sizes as ordered by customers (a "Cutter") will receive a ten cent (\$.10) premium above the regular warehouseman rate. Cutters may also perform general warehouse and other related duties, as needed.

Section 4. The Company, at its discretion, may promote lead-persons. In selecting a lead person, the Company shall select the senior employee provided that the employee is qualified (as determined within the Company's reasonable discretion) to perform the additional tasks assigned to the lead person. Any employee so designated shall receive thirty-five cents (\$.35) per hour in addition to his regular pay, while so designated.

Section 5. The Company reserves the right to change to bi-weekly payroll (every two weeks), with pay periods ending with Sunday and paydays on Friday and to make payment in the form of direct deposit.

Section 6. Drivers will be paid an hourly rate, as follows:

	<u>Current</u>	<u>3/1/19</u>	<u>3/1/20</u>	<u>3/1/21</u>	<u>3/1/22</u>
Start	\$19.75	\$20.20	\$20.65	\$21.10	\$21.55
After 1 year	\$20.75	\$21.20	\$21.65	\$22.10	\$22.55
After 2 years	\$21.85	\$22.30	\$22.75	\$23.20	\$23.65

Article VI Seniority and Lay-Off

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. Seniority or continuous service shall be broken by:

- a) discharge,
- b) voluntary termination,
- c) absent for three (3) consecutive work days without notifying the supervisor,
- d) absence due to occupational illness or injury for greater than twelve (12) months,
- e) absence due to non-occupational illness or injury for greater than twelve (12) months,
- f) failure to respond to recall in accordance with this Agreement,

- g) failure to return from an authorized leave of absence,
- h) a violation of the leave of absence provision of this Agreement

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) calendar days. During such period, that employee shall be on probation and may be terminated by the Company in its reasonable discretion, and without regard to the just cause standard set forth in Article IX.

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 "classification" seniority dates.

Section 5. The name of all employees on layoff 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) business days of his/her recall notice. The Company may, at its sole discretion, use mail, telegraph, overnight service or personal delivery to the last known address to notify the employee of his/her recall. 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.

The Employer agrees to post job openings for all positions covered under this contract for a period of three (3) working days. Such postings shall contain an adequate description of the job duties, the wage rate for the position and the hours involved. Employees shall be entitled to bid on such jobs, and the job shall be awarded to the senior qualified employee. Employees must have the ability to perform the available work as determined by the Company. If, in the opinion of the employer, the senior employee bidding is not qualified to perform the work satisfactorily, the job shall be awarded to the next qualified senior employee who has bid for the job. 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.

There will be an annual bid of all truck routes and warehouse positions, by start time. There will be an annual bid of all truck routes and warehouse positions, by start time. The bids will be posted on December 1 for no more than seven (7) business days, and will take effect on the first Monday in January. In the event a start time is changed by at least one hour, all positions within the same classification shall be rebid.

Section 7. An employee awarded a job shall be given a fair trial for a period not to exceed thirty (30) days at the regular rate of compensation paid to the employee on the job. If at the end of the trial period the Company decides that such employee cannot perform the requirements of the new position, or if the employee desires, he or she shall be returned to his or her old position at the rate of pay for the position. Any disqualification would be subject to the grievance procedure.

Any employee who bids on a new shift or job classification and successfully completes the above-referenced trial period must stay in the new position for at least six (6) months before bidding on any other position.

Article VII No Strike/No Lockout

Section 1. During the life of this Agreement or any extension thereof, the Company and the Union agree that the grievance and arbitration procedure in this Agreement and relevant administrative and judicial remedies shall be the sole and exclusive means of resolving all grievances and disputes arising under this Agreement.

Section 2. Neither the Union nor any of its representatives, agents, or members, individually or collectively, shall cause, call, authorize, ratify, encourage, instigate, sanction, or take part in any strike, sympathy strike, sit down, stay-in, picketing, honoring of a picket line, hand billing, protest, walk out, slow down, work stoppage or curtailment, boycott (including consumer or advertising boycott detrimental to the Company's finances), refusal to handle merchandise, or other acts adversely affecting the production of the Company, or in any way interfering with the Company's business.

In the event that any employee or group of employees covered by this Agreement, or members, representatives, or agents of the Union, shall, during the life of this Agreement, engage in any of the activities herein prohibited, the Union shall, through any and all available means, immediately instruct such employees or group of employees, or members, agents, or representatives of the Union that they are in breach of the Agreement and shall direct them to cease such activities and resume work at once.

Section 3. If a strike or any other activities prohibited herein should occur, whether during or after the life of this Agreement, management and clerical employees, security guards, fire fighters, and all other employees not included in the bargaining unit shall be permitted to perform their respective functions without interference by the employees, the Union or its members or representatives.

Section 4. The Company shall have the right to discipline or discharge any employee for engaging in any of the activities prohibited herein. The Union shall have the right to challenge

any such discipline or discharge through the grievance and arbitration procedure provided in this Agreement, but such grievance (and arbitration, if any) shall be limited to whether or not the employee engaged in the alleged activity. If the arbitrator finds that prohibited activity occurred, the discipline shall be upheld completely.

Section 5. During the life of this Agreement, the Company shall not institute a lockout of the employees covered by this Agreement over a labor dispute so long as there is no breach of Section 1.

Section 6. 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, out of fear for his personal safety, refuses to go through or work behind any lawful, primary picket line. Should this occur, the driver shall immediately contact his immediate supervisor and/or Company management for further instructions, and shall take all reasonable alternative measures consistent with the Company's directions to effectuate delivery. In order to ensure the safety of our employees and ensure the needs of the customers are met, the Union will advise management of any picket lines our members may honor as soon as the Union is aware of such.

Article VIII Shop Steward

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 on off work hours. 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, slow-down 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 IX Discipline and Discharge

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:

- a) dishonesty,
- b) theft,
- c) being under the influence of intoxicating beverages, narcotics, or controlled substances while on duty,

- d) falsification of Company records, reports or applications,
- e) insubordination,
- f) fighting on Company or customer property, on or off duty,
- g) work-related assault,
- h) permitting unauthorized persons to ride on or in the Company's vehicles,
- i) willful destruction to Company property,
- j) willful destruction to Company's customer's, public property, or the property of other employee's,
- k) failure to report accidents or damage to Company property,
- l) using a Company vehicle for personal use without permission,
- m) failure to report for three (3) consecutive days without notification,
- n) being in possession of a firearm on Company or customer property,
- o) refusal or failure to comply with the Company drug and alcohol policy,
- p) recklessness,
- q) involved in a serious, preventable accident,
- r) a loss of driving privileges,
- s) significant violations of the Company's rules, policies, or practices.

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. Warning notices issued for various disciplinary issues shall be viewed in the aggregate for purposes of deciding the appropriate disciplinary action. Warning notices will not be considered for purposes of disciplinary action after twelve (12) months from the date of issuance.

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 X

Leave of Absence, Funeral Leave, and Jury Duty

Section 1. Any employee who wishes to take time off from duty for a period of thirty (30) days or less may do so if the need is determined by the Company to be justified and if permission is obtained from the Company. During such absence, the employee shall not lose his seniority unless such absence exceeds the approved leave period. If the employee desires more than thirty (30) calendar days time off, the employee must obtain a written leave of absence signed by both the Company and the Union. However, no leave of absence shall be granted unless mutually agreed, and if agreed, seniority shall accrue during all periods of approved leave.

Section 2. Upon completion of his / her probationary period, an employee shall be eligible for funeral leave. Time lost from work due to death in the immediate family of an employee shall be paid at the employee's regular rate of pay. The employee will be granted funeral leave the day before, the day of and the day after the funeral or memorial service, provided the employee attends the funeral or memorial service, with pay for the scheduled work days that fall within said three-day period. No leave will be granted for Saturdays, Sunday or paid holidays, or if the employee is on vacation or is not actively working for any reason including, but not limited to, illness, leave of absence or layoff. The Company reserves the right to request verification of

attendance at the funeral or memorial service prior to approving funeral leave. 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. No funeral leave will be paid because of distance or other causes when the employee does not attend the funeral or memorial service of the deceased.

Two (2) additional unpaid funeral leave days may be granted in the occurrence of a deceased current spouse or child.

Section 3. When employees covered by this Agreement are called upon for jury service, they shall advise their supervisor upon receipt of such call. If an employee reports and/or is selected for jury service, such employee shall be recompensed for any loss of income, based on a standard workweek provided, however, that the employee returns to work on any day when he can work two or more hours of his regular shift. The benefit described in this Section only applies when an employee is called for jury service, and shall not apply if an employee voluntarily offers his service as a juror. The maximum period of paid jury service shall not exceed thirty (30) days of service in one (1) calendar year.

Section 4. All employees who work for the employer for a minimum of twelve (12) months and worked at least 1250 hours during the past twelve (12) months are eligible for unpaid leave as set forth in the Family and Medical Leave Act of 1993. For leaves of absence related to FMLA, the employee must apply for leave by contacting the Employee Service Center.

Article XI Holidays

Section 1. Ten paid holidays (includes both floating and Company paid holidays) will be recognized each year. In order to qualify for eight (8) hours pay at the regular rate for a holiday not worked, regular employees must work the regular scheduled work days which immediately precede and follow the holiday.

Section 2. Observance of holidays will be consistent with that of the Veritiv Operating Company, St. Louis Group, wherein core holidays are recognized as being New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Prior to January 1 of each year, or as soon as practicable thereafter, a holiday schedule for the year will be distributed to each employee. The schedule will announce the dates of which Company holidays will be observed. Employees will receive two (2) floating holidays per year. When the Company declares an additional holiday the employee may use a floating holiday or take the day off without pay.

Section 3. All work performed on holidays shall be paid at double time in addition to the holiday pay provided herein. All employees who have obtained seniority and who shall have worked the last scheduled work day immediately prior to and the first work day immediately after (or who have an excuse for not having worked one or both of such days which is acceptable to the Company) shall receive eight hours pay at their regular hourly rate for each holiday.

Section 4. Any employee with ninety days or more service, who is laid off through no fault of his own not more than ten working days before a holiday, shall be paid for such holiday.

Section 5. Employees hired before July 1 of a given year, are eligible for floating holidays which may be taken after completing three months of service.

Section 6. Part-time employees will receive pay for hours which would have been scheduled on a holiday.

Article XII Vacations

Section 1. Annual vacations shall be as follows: Five (5) days after one year of continuous service; Ten (10) days after three years of continuous service; Fifteen (15) days after eight continuous years of service; Twenty (20) days after fifteen years of continuous service, and, effective January 1, 2002, Twenty-five (25) days after 25 years of continuous service.

Section 2. Vacation pay for warehouse employees is calculated using the straight time hourly rate for the employee in effect at the time the vacation period begins times eight (8) per day of vacation. Vacation pay for drivers is calculated on the normal flat rate in effect at the time the vacation period begins times eight (8) per day of vacation.

Section 3. The vacation qualification of each employee will be established on January 1 of each calendar year. Consistent with efficient operation of the Company's business, unless determined otherwise, no more than one employee in each classification (warehousemen or driver) shall be on vacation at the same time when the workforce is between 1 and 15 employees; no more than two employees in each classification if the workforce is between 16 and 25 employees; and no more than three employees in each classification if the workforce is 26 or more employees and no employee shall schedule more than two weeks consecutive vacation during the peak vacation period (defined as May 31st through September 30th).

Section 4. After completing one year of service, the employee will be eligible for vacation in accordance with the provisions of this Article. If the employee has not completed one year of service, he will receive a prorated amount equal to one-twelfth of one week's vacation for each one-hundred and seventy three (173) straight time hours worked or paid for during the period of employment prior to January 1st. Employees who have completed one year of service as of January 1st must work or receive paid time off for a minimum of 1700 straight time hours in the twelve month period preceding January 1st, otherwise, their vacation entitlement will be prorated based on actual straight time hours worked.

Section 5. The Company will post November 1 of each calendar year a list of employees, listed by seniority, showing the approximate number of days of vacation to which each is entitled, as well as the maximum number of employees who may be gone at any one time. Thereafter, employees must promptly, by seniority, designate the period desired for their vacations. On failure of an employee to so designate within forty-eight (48) hours of posting, the Company shall move to the next most senior employee on the list and the omitted employee shall drop to the bottom of the seniority list for vacation scheduling purposes. Any vacations not so designated prior to December 22nd of any year will be awarded on a first come first served basis,

provided the weeks requested are approved by the Company as being available. The Company reserves the right not to schedule any vacations during the two week period of preparations for and taking of physical inventory.

Section 6. Employees entitled to five or fewer days of vacation must take those days within a single work-week. Employees entitled to three or more weeks of vacation who split vacations must drop to the end of the seniority list to schedule their second (and again for their third, if eligible) vacation choice.

Section 7. Employees who are entitled to more than five days of vacation may schedule up to five of the excess days in individual days, rather than as a full consecutive week. Scheduling and approval of individual vacation days will be accomplished by seniority, except that scheduling and approval of full week vacations will take precedence over scheduling and approval of individual days, regardless of seniority. Vacation, once approved and scheduled, cannot be displaced by another employee, regardless of seniority unless mutually agreed upon by the employee and the Company. Requests to schedule individual days of vacation must be submitted to the Company no less than ten working days in advance. Approval of individual vacation days is at management's discretion, but management cannot and will not unreasonably deny such requests. All vacation entitlement must be used prior to December 31 of the calendar year in which it is earned or it will be forfeited.

Section 8. After the employees have been allowed to list desired vacation times, the Company will review the desires of said employees and will assign vacation periods as near to those desires as is possible. The Company will notify employees of scheduled vacation periods as soon as possible. Once the vacation schedule is established and posted, there shall be no changes made therein, except by mutual agreement of the Company and the employees affected. It is the intention of the parties that vacations shall, by the procedures described above, be taken evenly over the vacation period.

Section 9. Employees not actively at work due to disability, illness, temporary lay-off or other legitimate reason for at least five consecutive working days may be permitted to take their vacation and receive pay at such times without regard to the other provisions of this Article regarding vacation scheduling. Such pay, however, shall not be paid in less than one week increments unless the employee is only entitled to less than one week of pay.

Section 10. All full week vacations shall commence on the employee's first regularly scheduled workday in a workweek and end on the employee's last regularly scheduled workday of the workweek.

Section 11. When a holiday falls within an employee's vacation period, the Company will grant an additional day of vacation in lieu of such holiday, together with holiday pay if the employee is otherwise eligible therefore. To be eligible for such, the employee must work all required hours on the last scheduled work day preceding and on the first scheduled work day following his vacation period, or have a reasonable excuse acceptable to the Company for not having so worked.

Section 6

The Company's and employees' right, title and interest shall be limited to medical and health services to employees and members of their families while said employee is in the employ of said employer, except as otherwise provided by the By-laws of the said St. Louis Labor Health Network.

Section 7

Payments to the St. Louis Labor Network Institute hereunder shall be made monthly or otherwise, as may be agreed between the Company and the St. Louis Labor Health Network and shall continue for the duration of this contract.

Section 8

Employee Contributions to Union Health & Welfare Plans (includes Medicare, LHN, and LHN supplemental Plans) will be deducted from employee's pay and will be 20% of the total premium as follows:

April 1, 2019 – June 30, 2022

Single:	\$145.20
Employee + 1:	\$280.60
Family:	\$350.20

July 1, 2022 – February 28, 2023

Employee Contribution TBD

New Employee coverage will start the first day of the month following their date of hire.

Section 9

Accident and Sickness. The weekly accident and sickness benefit will be 60% of an employee's regular straight-time hourly rate at the time of the claim begins times forty [40] hours with a minimum benefit of \$325.00 per week for a maximum of twenty-six (26) weeks. Benefits will be payable beginning on the sixth business day away from the workplace, and first day if hospital admission.

Article XIV
Pension Benefits

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

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

On or after April 1, 2001, Georgia-Pacific Corporation elected to transfer accrued benefits from the Unisource Pension Plan to the Hourly-Rated Plan with respect to participants in the Unisource Pension Plan who previously worked at the St. Louis, Missouri facility represented by Local Union 688 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 in which the employees participated was spun off to the Unisource Worldwide, Inc. Pension Plan for Hourly-Rated Employees (the "Pension Plan"). The employees will continue to participate in the Pension Plan, which is incorporated herein by reference. Except as otherwise provided herein, Unisource may unilaterally establish and/or change the terms of the Pension Plan in its sole discretion. The Unisource Pension Plan and Hourly-Rated Plan are also incorporated herein by reference, to the extent they are applicable.

Effective July 1, 2014, the Pension Plan will be referred to as the Veritiv Pension Plan, and is incorporated herein by reference.

Any pension benefit payable to an employee who was a member of either the Butler Union Group or the Distribix Group will include service prior to November 16, 1987 and be offset by the benefit payable from the Central States, Southeast and Southwest Areas Teamsters Pension Fund for service prior to November 16, 1987.

The above Pension Plans are incorporated herein by reference.

Pension Benefit Amount:

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

- \$37.00 per month for each year of service before 2/28/2019
- \$40.00 per month for each year of service on or after 3/1/2019

Section 2. Teamsters National 401(k) Savings Plan

The Employer agrees to participate in the Teamsters National 401(k) Savings Plan, a plan intended to conform to the requirements of ERISA and the Internal Revenue Code Section 401(k) for certain tax exempt, employee contributory plans, and will timely execute the Plan's Subscriber Agreement. Upon written authorization from the employee, the Employer shall, as soon as administratively feasible:

- Deduct during each payroll cycle, from pre-tax earnings, the amount directed by each individual within the limitations of the plan; and
- Forward funds deducted from payroll to the Plan.

The Employer has no obligation to contribute to this Plan, nor any obligation to pay any administrative fees related to this Plan.

Article XV Examinations

Section 1. Physical, mental, or other examinations required by a government body or the Company shall be promptly complied with by all employees, provided, however, that the Company pays for all such examinations.

Section 2. The Company shall not pay for any time spent in the case of applicants for jobs and shall be responsible to pay employees their regular pay only when the time away from the job does not exceed the time spent at the place of examination, plus reasonable travel time. The Company may modify work schedules and disregard minimum pay provisions of this Agreement when scheduling employees for such examinations.

Section 3. The Company reserves the right to select its own medical examiner or physician, and the Union may have said employee re-examined at the employee's expense.

Article XVI Drug and Alcohol Testing

All employees covered under this agreement shall be subject to the terms and conditions of the Company's Substance Abuse Prevention Policy, which may be revised, from time-to-time, in the Company's discretion.

Article XVII Grievance and Arbitration

Section 1. For the purpose of this Agreement, the term grievance shall be defined as a dispute or difference between the Company and any employee in the bargaining unit concerning an alleged breach of a provision of this Agreement. Disputes or differences falling within this definition shall be handled in accordance with this Article.

Section 2. The parties recognize a three step grievance procedure, as follows:

a. Step 1. The aggrieved employee or employees shall first take the matter up with the Shop Steward, who in turn will take the grievance up with the supervisor in charge of the department. If no resolution can be reached then aggrieved employee shall submit grievance in writing to the supervisor. This shall be done within five (5) days of knowledge of the occurrence of the incident or all rights under this Article shall be forfeited. Employees shall have the Shop Steward present on any grievance.

b. Step 2. If a grievance is not settled within five (5) days of the written submission of the grievance to the supervisor under Section 1, it may, at the written request of the Union, be scheduled for a meeting of the Grievance Committee, which consists of the Operations Manager or his designated representative, the Union business representative or his designated alternate and a union designated, Shop Steward. The Grievance Committee shall meet within ten (10) days of the written request by the Union to move to a Step 2 meeting.

c. Step 3. If no agreement has been reached through the foregoing steps of this procedure, the Union may request arbitration of the grievance. Any request for arbitration must be made within fifteen (15) calendar days of the Step 2 Grievance committee meeting; otherwise the grievance shall be considered resolved.

Section 3. Arbitration shall be commenced by the Union upon notification to the Company in writing of its intent to move the issue to third party resolution. The parties may attempt to select an impartial arbitrator. If no agreement is reached, the parties agree to select an impartial arbitrator from a panel of seven (7) names requested from the Federal Mediation and Conciliation Service (FMCS). The Arbitrator shall be selected by the Union and the Company alternately striking from the list one name. The party requesting arbitration shall strike the first name. The last name remaining shall be the impartial arbitrator. The Arbitrator shall be selected by the parties within ten (10) calendar days of receipt of the panel. The Union and the Company each have the right to unilaterally request one (1) additional panel from FMCS in the event the previous panel received is unacceptable. The party requesting the additional panel shall solely bear the expense of requesting the additional panel.

Section 4. The arbitrator shall have jurisdiction and authority in rendering a decision on the grievance, but shall not have jurisdiction or authority to add to, subtract from, or in any way modify the terms of this Agreement. The parties agree that from the inception of the dispute, the subject matter of the grievance shall not be changed once the grievance has been submitted in writing.

Section 5. The decision of the arbitrator shall be final and binding on the parties and the expense incident to the services of the arbitrator shall be shared equally by the Union and the Employer. Each party will bear the expense of its respective participants in arbitration. The parties agree to hold the hearing at either the Union hall or the Company's facility if facilities are available. If no facilities are available, then the Union and the Company agree to hold the hearing at a neutral location and will share the expense of the neutral location. If facilities are available at either the Union hall or the Company's facility but either the Company or the Union requests a neutral location, then the party requesting the neutral location shall solely bear the expense of the neutral location. The arbitrator shall render their decision within 30 (thirty) calendar days of the hearing, if oral briefs are used, or within 30 (thirty) calendar days of submission of written briefs. In no case will the financial liability on any grievance extend beyond six (6) months from the date of the selection of the arbitrator. Each side pledges to not unfairly delay the process. Any back pay award may be reduced by alternate earnings, to include state unemployment, at the discretion of the arbitrator, or applicable state law.

Section 6. The time limits in this Article may be waived by the mutual consent of the parties.

Article XVIII
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 equipment; determine types of equipment and procure additional equipment; plan the work; direct and supervise the employees; hire, discipline and discharge; 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; relocate operations; assign or transfer work inside or outside of the facility; 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 XIX
Transfers

From time to time, it may be necessary to transfer employees from one classification to another as dictated by business needs. In such cases, the Employer will have the right to select the employee to be transferred. When practical, seniority will be used in the selection of the transferring employees. When the transfer involves a higher paying job, the transferred employee shall receive the higher rate of pay for those hours worked. Temporary transfers of less than one (1) hour will be paid at the employee's current rate. All employees performing transfer assignments over one (1) hour will be guaranteed two (2) hours pay at the higher rate. Equal or lower paying jobs will be paid at the employee's current rate.

Article XX
Conditions of Employment

Section 1. It is the intent of the parties that the provisions of this Agreement shall supersede all prior agreements and/or understandings, oral or written, expressed or implied, between such parties and shall govern the entire relationship between the parties.

Section 2. The Company will not discriminate against an employee or applicant for employment for or on account of his affiliation or activities with the Union.

Section 3. The Company and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of said individual's race, color, religion, sex, national origin, veteran status, mental or physical handicap. Nor will either party limit, segregate or classify employees in any way to deprive any individual of employment opportunities because of race, color, religion, sex, national origin, veteran status, mental handicap or physical handicap.

Article XXI
Miscellaneous Provisions

Section 1. Employees of the bargaining unit may be required to perform work not covered by this Agreement.

Section 2. An authorized representative of the Union shall have access at all times during working hours to the Company's premises for the purpose of conferring with the Company's officials and ascertaining that the Agreement is being adhered to. However, no such access will be undertaken without prior notification to Company.

Section 3. 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 shall not engage in or direct any surveillance or undercover investigation with respect to any employee's union activity, or the exercise by any employee of any right protected by section 7 of the National Labor Relations Act. The Company further agrees that it will not intentionally engage in or direct surveillance or undercover investigation in any way that would violate state or federal law.

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. The reference to vehicles in this sub section does not preclude the utilization of on-board computers, satellite navigation systems or other truck monitoring equipment on Company vehicles. General surveillance will be announced.

Section 4. The Parties agree that for the Employer to attract additional business it may be required to hire temporary workers or contractors to perform work not traditionally performed by members of the bargaining unit. An example of such non-traditional work would be the assembly

of “kits”, in which temporary workers or part-time contractors are assigned to perform specific duties for specific customer/jobs at specific times. Temporary workers or contractors performing non-traditional work shall not be covered by the terms of the Agreement. Work historically performed by employees in the bargaining unit, including unloading products from trucks, loading products into trucks, and operating power material handling equipment, will continue to be performed by bargaining unit employees.

Article XXII
Equal Employment Opportunity

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

Article XXIII
Effective Date and Term of Agreement

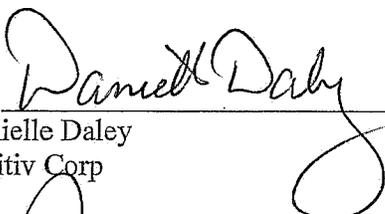
This Agreement shall be effective March 1, 2019 and shall continue in full force and effect until February 28, 2023, inclusive, and thereafter from year to year unless written notice of termination and desired modification is given at least sixty (60) calendar days prior to February 28, 2023 or any subsequent anniversary date, by either of the parties hereto.

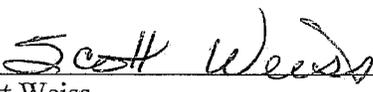
If this Agreement is "Opened" for alterations of wages or other terms and conditions as provided for above, and no renewal Agreement is reached, then this Agreement shall remain in full force and effect, subject to termination by either party at any time upon written ten (10) working days notice to the other party.

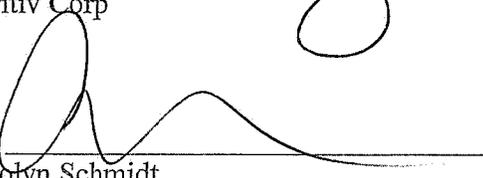
Dated this 26th day of February, 2019.

Veritiv Operating Company.

Local Union No. 688, an affiliate of the
St. Louis Division International Brotherhood
of Teamsters, Chauffeurs, Warehousemen
and Helpers of America.

By: 
Danielle Daley
Veritiv Corp

By: 
Scott Weiss
Business Representative

By: 
Carolyn Schmidt
HRBP, Heartland Territory

By: 

By: 
Mike Bentheimer
Operations Manager

By: _____