

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

LOCAL 2222

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS**



AND

NCR CORPORATION



**Massachusetts & Rhode Island
113J Territory**

Term of Agreement: April 9, 2022 through April 30, 2025

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ARTICLE 1

PURPOSE

SECTION 1: The general purpose of this Agreement is to maintain and secure efficiency and flexibility and economy of operations, quality, and quantity of service to customers, and mutually satisfactory hours, wages, working conditions, and to secure for the Employer, the Union, and the employees orderly collective bargaining relations, prompt, and equitable disposition of complaints, all to promote a competitive, flexible and safe working environment. It is recognized by this Agreement to be the duty of the Employer, the Union, and the employees to cooperate in good faith, individually and collectively, for the advancement of said conditions.

SECTION 2: The Union acknowledges that, in agreeing to the provisions of this Agreement, the Employer has relied upon statements by the Union that, in its relationship with the Employer, the Union will not be obstructionist, including in its interpretation and application of this Agreement.

SECTION 3: The Union also acknowledges that, in agreeing to the provisions of this Agreement, the Employer has relied upon statements by the Union that the Union is invested in the success of the Employer and will act consistently with that motivation.

ARTICLE 2
RECOGNITION

NCR Services Organization (the Employer) recognizes the International Brotherhood of Electrical Workers, Local 2222, AFL-CIO (the Union) as the exclusive bargaining representative for all full time and regular part time Customer Engineers employed by the Employer in its 113J Territory (which encompasses Massachusetts and Rhode Island except for that part of Rhode Island encompassed by the 113H Territory), but excluding all other employees; employees employed in any other Territory who perform work in Massachusetts or Rhode Island; employees in the 613 group; managed services contract employees; office clerical employees; confidential employees; managerial employees; and guards and supervisors as defined in the Act.

ARTICLE 3
MANAGEMENT RIGHTS

SECTION 1: All rights, functions, prerogatives, and discretions of the management of the Employer formerly exercised by the Employer are retained by and remain vested solely and exclusively in the Employer, except to the extent they are specifically and explicitly modified by the express provisions of this Agreement. Without limiting the generality of the foregoing, these include but are not limited to:

- the right to maintain the orderly, efficient and profitable operation of the business;
- the right to manage all of its departments;
- the right to determine the size of the work force;
- the right to direct the work force;
- the right to assign employees to any work orders, and the duties and tasks associated with those work orders, and the right to modify those assignments, duties and tasks;
- the right to assign employees to perform/participate in administrative tasks/duties, such as but not limited to checking emails, vehicle maintenance, participation in training, participation in team meetings or conference calls, managing parts, organizing vehicles, key audits, and expense reports;
- the right to assign employees to work in any and all lines of business and to change those assignments;
- the right to establish, modify, combine and/or eliminate any job classification(s);
- the right to assign employees to job classifications that currently exist or exist in the future and to change those assignments;
- the right to allocate work to employees and to change that allocation;
- the right to hire, promote, transfer, suspend, discipline, discharge, lay off or recall employees;
- the right to monitor/track the position and speed of Employer-issued vehicles and all other aspects of how they are being driven, including hard braking and acceleration;
- the right to establish, modify, and enforce safety standards after providing the Union written notice of any such safety standard seven (7) days in advance of its establishment or modification;
- the right to establish, modify, and enforce standards regarding the quality and quantity of work performed by employees, after providing the Union written notice of any such standard seven (7) days in advance of its establishment or modification;
- the right to close down its operations, line(s) of business, or any part thereof;

- the right to direct, modify, expand, contract, combine, transfer, assign, cease or eliminate, in whole or in part, any line(s) of business, service area, job, customer, route, operation, work, or service;
- the right to introduce new, improved or different service methods;
- the right to determine work to be subcontracted and to subcontract as specified in Section 3;
- the right to determine and modify what machinery, equipment, tools, vehicles and other property of the Employer will be used and for what task they will be used;
- the right to make, modify and enforce policies, rules and regulations relating to the conduct of its business;
- the right to require employees to observe such policies, rules and regulations;
- the right to create, amend, abolish, and implement rules, policies and/or procedures related to or affecting terms and conditions of employment, after providing the Union written notice of any such rule, policy and/or procedure seven (7) days in advance of its implementation, and to enforce and administer them;
- the right to determine, modify, apply and enforce requirements of dress codes and uniforms;
- the right to require background and security checks, motor vehicle reports and/or drug testing;
- the right to enforce customer-mandated credentialing or badging requirements;
- the right to retain and act upon all rights and prerogatives granted by applicable law.

SECTION 2: Employees will perform work as scheduled and assigned without regard to CE level.

SECTION 3: The Employer may use persons not covered by this Agreement to perform bargaining unit work under the following categories or circumstances:

- 1) Supervisors or CEs from other territories in emergencies or urgent situations where insufficient qualified bargaining unit members are available;
- 2) Supervisors to work incidental to the training and direction of employees;
- 3) Supervisors or vendors in demonstrations (e.g., demonstrating the use of newly installed equipment or demonstrating the proper use of equipment);
- 4) Supervisors or Customer Engineer Specialists (CES) for troubleshooting (e.g., involvement of the Territory Manager or other employee in resolving and/or identifying a problem with chronically malfunctioning equipment);

- 5) Supervisors or auditors for quality control (e.g., evaluating the quality of maintenance or other services performed by an employee);
- 6) To perform clerical work (to the extent clerical work is currently being performed by employees);
- 7) Vendors and contractors for maintenance, installation, removal, repair of equipment in all or any portion of the Employer's operations to meet customer needs;
- 8) During temporary periods of additional staffing needs (e.g., staffing shortages due to vacation, illness, leaves of absence or turnover; increased volume due to spikes in customer demands or new service contracts);
- 9) To respond to customer needs within the SLA guidelines applicable to the particular customer; and
- 10) For reasons other than outlined above by mutual agreement with the Union, provided that such agreement will not be unreasonably withheld.

SECTION 4: The Employer shall have every right, without any interference, to collect from employees all Employer-issued property, physical or electronic including but not limited to vehicles, laptops, cell phones, records, tools, parts, keys, electronic access cards, fuel cards, equipment, and including but not limited to all areas, locations, and storage facilities used or provided for bargaining unit work at any time and for any reason. The Employer will also be allowed to record, and to track activity for business purposes in or on all Employer property, including the use of electronic surveillance equipment, except for private restroom facilities.

SECTION 5: The Employer shall have complete access to any and all records maintained or accessed through Employer-issued electronic equipment. The Union, on behalf of the employees, understands and acknowledges that all personal communications to or from Employer-issued property electronic devices are subject to access, monitoring and seizure by the Employer without notice.

SECTION 6: Expiration of Agreement. The specific rights set forth above in this Article shall extend beyond the expiration of this Agreement until a successor agreement is reached. In exchange for this provision, the Employer agrees that a grievance filed regarding discipline for strike misconduct that occurred after the expiration of this Agreement will not be challenged in arbitration on the basis that the grievance arose after the expiration of the Agreement.

SECTION 7: The list of rights of the Employer and waivers by the Union listed above is not intended to be complete. The fact that a right of the Employer or waiver by the Union is not listed above does not mean the right or waiver does not exist. No right of the Employer or waiver by the Union should be considered to have been given up by the Employer unless there is a written agreement between the Employer and the Union that specifically states the Employer has given up the right or the waiver.

ARTICLE 4
UNION SECURITY

SECTION 1: An employee who is a member of the Union at the time this Agreement is signed shall continue membership in the Union for the duration of this Agreement to the extent of paying membership dues and fees as uniformly required.

SECTION 2: It shall be a condition of employment that an employee who is not a member of the Union at the time this Agreement is signed shall become a member of the Union within thirty (30) days after the signing of this Agreement, or within thirty (30) days following employment, and shall remain a member of the Union to the extent of paying membership dues and fees uniformly required.

SECTION 3: Any employees whose religious beliefs forbid them from becoming a member of the Union shall not be required to become or remain a member of the Union. However, they shall be required in lieu thereof to pay to the Union such fees and dues as they would have paid as membership dues to the Union, had they become and remained a member of the Union as provided above. Employees entering the unit during the term of this Agreement whose religious beliefs forbid them from becoming a Union member shall notify the Union in writing of such fact.

SECTION 4: Employees cited to the Employer for alleged violation of this Article shall first be furnished reasonable advance written notification of such delinquency which shall contain a precise statement of the amount and months for which dues and fees are owed and a statement of exactly what action is required of employees to protect their jobs.

SECTION 5: The Union will notify the Employer of employees who fail to tender uniform dues within the required time. Upon receipt of such notice, the Employer will, within ten (10) calendar days, so notify the employees that they are in violation of the provisions of this Article, and they shall have their employment terminated. The Employer will furnish copies of this notice to the employees, and mail copies to Union Headquarters.

SECTION 6: The Employer will furnish the names and addresses of all employees entering or leaving the bargaining unit during the term of this Agreement to the Recording Secretary of the Local within ten (10) calendar days.

ARTICLE 5
DUES CHECK-OFF

SECTION 1: The Employer agrees to deduct Union membership dues and fees, as determined by the Union, from the biweekly earnings of any Employee who has voluntarily authorized the making of such deduction. Such authorization must be provided to the Territory Manager to take effect in the month following submission of the authorization. Such deductions shall be in the amount certified by the Union, from time to time, and shall be made in accordance with the terms of said authorization. Employees who do not sign written authorizations for deductions shall make such payments, if responsible for any, directly to the Union.

SECTION 2: The Employer shall be exempt from any obligation to deduct and remit dues or fees as to any employee who has not submitted and filed a written authorization for deduction with the Employer.

SECTION 3: The Employer shall be relieved from making such dues deduction or paying arrears upon:

- a) Termination of employment; or
- b) Transfer to a job outside the Bargaining Unit; or
- c) Layoff from work; or
- d) An agreed unpaid leave of absence; or
- e) Revocation of the deduction authorization in accordance with its terms or with applicable law.

The Employer will resume dues deduction if an Employee on an agreed leave of absence returns to work, however, the Employer shall be relieved from paying arrears arising from an absence covered by the Section above. If a terminated or laid off employee is rehired 90 days or longer after the date of separation from employment with the Employer, dues/fees deduction will recommence only upon execution of a new authorization for deduction. The Employer shall not be obliged to make dues or fees deductions of any kind from any employee who, during the month(s) involved, shall have failed to receive sufficient net wages (i.e., gross wages, less taxes, applicable state and federal withholdings, garnishments, and other deductions authorized by the employee and/or law) to equal the dues and fees deduction.

SECTION 4: Indemnification. The Employer assumes no obligation, financial or otherwise, as a result of complying with the terms of this Article and the Union agrees that it will indemnify and hold the

Employer harmless from any claim, action, omission or proceeding by any Employee or any other person or entity arising from deductions made by the Employer under this Article. Once the funds are transmitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 6
NO DISCRIMINATION

SECTION 1: The Employer and the Union agree that no employee covered by this Agreement shall be discriminated against on the basis of any legally protected status, including sex, age, race, ethnicity, color, creed, religion, national origin, disability, citizenship, marital status, sexual orientation, gender identity or expression, veteran status, military service, genetic information, or other protected characteristics, and that no employee covered by this Agreement shall be subject to retaliation for engaging in protected activity under applicable laws. The Employer and the Union further agree that a qualified individual with a disability must be able to perform the essential functions of his position, with or without reasonable accommodation.

SECTION 2: An alleged violation of this Article shall not be subject to the provisions of Article 16 Arbitration Procedure.

ARTICLE 7
VACANCIES

SECTION 1: Where the Employer determines in its sole discretion that there is a vacant bargaining unit position, it will be posted on the NCR website and on the internet for a period of at least six (6) calendar days. Applications by internal candidates (candidates employed anywhere by NCR) will be given first consideration; the Employer retains the right to fill such vacant position by selecting the internal applicant it considers best qualified and most suitable for the position based on the knowledge, skill, training, and ability of the applicant.

SECTION 2: Where the Employer determines that two or more internal applicants are fully qualified and relatively equal, the Employer will select the most senior internal applicant.

SECTION 3: Only where there are no qualified and suitable internal candidates will the Employer fill the vacancy externally.

ARTICLE 8
SENIORITY

SECTION 1: Seniority is defined as an employee's total length of continuous employment with NCR beginning when the employee satisfactorily completes his/her nine (9)-month probationary period or extended probationary period. Except as otherwise noted herein, seniority will cease to accrue but will not be lost until after a break in service of thirty (30) days or more.

SECTION 2: An employee's seniority will be lost if the employee:

- (a) resigns or retires; or
- (b) is discharged for just cause; or
- (c) is absent from work for three (3) or more consecutive working days without notifying their Employer unless the employee cannot notify the Employer because of the employee's incapacity; or
- (d) fails to return to work within the time period designated by their Employer following the expiration of an authorized leave of absence or following denial of a leave of absence; or
- (e) is laid off.

SECTION 3: Seniority lists with addresses and salaries will be supplied to the Union by the Employer upon request but not more than once a year.

ARTICLE 9
LAYOFF/RECALL

SECTION 1: In deciding which employee or employees to lay off or recall, the Employer may take into account any or all of the following: geography, CE level (i.e., 1, 2, Senior, Team Lead), line of business, and/or its evaluation of the ability/competency of an employee to do the job or jobs. Where all factors are equal between/among two or more employees, the employee(s) with the least seniority shall be the first laid off or the last recalled.

SECTION 2: Probationary and temporary employees employed within affected CE levels and lines of business shall be laid off first.

ARTICLE 10

ATTENDANCE/TARDINESS

The Employer has the right to create, amend, abolish, and implement attendance/tardiness rules, policies and/or procedures after providing the Union written notice of any such rule, policy and/or procedure seven (7) days in advance of its implementation, and to enforce and administer them.

ARTICLE 11
PAY PERIOD/TIME RECORDS

SECTION 1: Work Week. Employees are paid on a bi-weekly basis (i.e., every other week). The payday for each pay period is the Friday following the two-week pay period. The Employer may change the workweek and pay period if it does so for Customer Engineers nationwide.

SECTION 2: Time Recording. In order to ensure accurate timekeeping, employees are required to report all time worked by the end of that day's shift in the applicable time tracking system. Daily time records must reflect all hours worked for that day. Employees are required to accurately report all time worked. Any time that is not recorded by the end of the work week will not be paid until the following pay period.

SECTION 3: Falsification of Time Records. Falsification of time records will constitute just cause for discipline or discharge. An employee who is disciplined or discharged for falsification of time records may challenge the discipline or discharge in arbitration with the sole question to be whether the employee falsified time records.

ARTICLE 12
SCHEDULING/OVERTIME

SECTION 1: Scheduling.

- (a) Employees will be scheduled to work on a weekly basis as determined by the Employer.
- (b) Employees will be notified of their weekly (days of the week) schedules, as determined by the Employer, no less than seven (7) calendar days prior to the first day of the scheduled work period. Such schedules shall include rotating weekend shifts and are subject to change at any time based on emergencies, employee illness, unplanned absences, termination, training, customer needs, weather-related issues, and similar circumstances.

SECTION 2:

- (a) The Employer may determine that an employee's shift (starting and quitting) time(s) should be changed temporarily or permanently.
- (b) Temporary changes, including the assignment of overtime, as determined by the Employer, may be made by the Employer at any time due to emergencies, employee illness, unplanned absences, termination, training, customer needs, weather-related issues, and unforeseen circumstances. Otherwise, unless doing so is not feasible, seven days' advance notice of a temporary (less than 30 days) change will be given to the employee.
- (c) The Employer will, to the best of its ability, give the employee an estimate of the length of the temporary change at the time the employee is notified of the change.
- (d) Unless doing so is not feasible, fourteen days' notice will be given to the employee of a permanent (more than 30 days) change.

SECTION 3: Overtime. All work performed in excess of forty (40) hours in a week shall be paid at one and one-half (1 1/2) times the employee's regular rate. All overtime must be authorized by the Employer in accordance with Employer protocol in existence at the time. Repeatedly working unauthorized overtime shall subject an employee to corrective action, up to and including discharge.

ARTICLE 13

PERFORMANCE EVALUATION AND PERFORMANCE IMPROVEMENT

SECTION 1: Performance Evaluation.

The Employer has the right to:

- evaluate, assess, and measure the quantity and quality of employee performance through any analytic, technological, statistical, monitoring or other mechanism, program, or tool it currently utilizes or may utilize in the future;
- determine, modify, enforce and apply standards of performance, conduct, order and safety;
- determine when and whether to evaluate employees formally or informally;
- determine, modify and apply the processes, methods, and criteria by which employees' performance is evaluated and assessed;
- determine and modify the frequency employees are evaluated, formally or informally.

SECTION 2: Performance Improvement:

- The Employer may place an employee whose performance falls below Employer standards on a Performance Improvement Plan ("PIP"). The determination of (i) whether an employee's performance falls below the Employer's standards and/or (ii) whether an employee will be placed on a PIP shall be made by the Employer in its sole discretion. PIPs shall be presented to employees in writing and shall provide the designated length of the PIP (e.g., 14 days). Regardless of the designated PIP length, the Employer may extend the PIP length for any length of time if a reasonable basis exists. Additionally, the Employer has the right to terminate the employee under the PIP if the employee fails to meet the performance improvement objectives set forth in the PIP.
- Employees will be subject to all Employer policies and practices regarding performance evaluations that apply to employees. The Employer may terminate, modify, or implement any policies, procedures, or practices regarding performance evaluations consistent with the Employer's right to implement reasonable work rules under Article 3 Management Rights.
- Employees may be disciplined for performance issues up to and including termination. Performance improvement-/evaluation-related actions, are exempt from the arbitration provision contained in this Agreement. Employees wishing to challenge their performance improvement plan/evaluation may contact their Territory Manager and/or their SGM.

ARTICLE 14
CORRECTIVE ACTION AND DISCHARGE

SECTION 1: The Employer may discipline or discharge an employee, with or without cause, who has not completed their probationary period, set forth in Article 8 Seniority. The discipline or discharge of an employee who has not completed their probationary period is not subject to the grievance and mediation procedure or the arbitration procedure.

SECTION 2: Employees who have completed the probationary period may be disciplined or discharged for just cause. Just cause for discipline or discharge shall include, but not be limited to, all of the offenses listed in Section 4 of this Article. The absence of an offense from the list in Section 4 shall not be taken into account by an arbitrator in determining whether just cause exists for discipline or discharge in connection with any kind of conduct not contained on that list.

SECTION 3: The Employer shall provide copies to the Union of all written warnings issued on or after the date of execution of this Agreement. Upon written request by the Union, the Employer shall provide to the Union relevant and reasonable documentation supporting the basis for the discipline or discharge. Nothing herein shall preclude the Employer from utilizing any relevant information or documentation in arbitration, nor shall the Employer's not providing all relevant and reasonable documentation to the Union be communicated to the arbitrator or be considered by the arbitrator in making his decision.

SECTION 4: Certain offenses, including but not limited to, driving under the influence, acts of theft, dishonesty, violence, violations of Code of Conduct, violation of any safety rules, unprofessional or inappropriate behavior directed towards a customer, harassment, discriminatory, threatening, or abusive conduct, insubordination, performance issues, and illegal drug use, shall constitute just cause for discipline or discharge. If, in accordance with the provisions of Article 16 Arbitration Procedure, an arbitrator concludes that an employee who has completed the probationary period engaged in any of the preceding conduct, just cause for the discipline or discharge, as the case may be, imposed shall be established and the grievance shall be denied.

SECTION 5: The Employer may or may not use progressive discipline such as verbal warnings, written warnings, final written warnings, and termination in disciplining or discharging an employee. The Employer also may or may not suspend an employee with or without pay.

SECTION 6: Different levels of discipline of other employees for the same or similar offense shall not be a basis for contesting the discipline assessed to the employee in question unless all other factors are equal.

SECTION 7: An employee who is discharged or suspended will be given written notification of such action, unless giving such notification is not feasible, and a copy sent to the Union Headquarters which shall contain a statement of the facts relied upon. The Union may not raise its belief that the statement of the facts relied upon provided to the Union by the Employer is inadequate or incomplete to an arbitrator and an arbitrator may not take such belief into account in making his decision.

SECTION 8: An employee who is discharged or suspended for more than three (3) working days may file a Grievance at Step 2 of the Grievance and Mediation Procedure within seven (7) calendar days after such discharge or suspension. The time limits contained in Article 15 Grievance and Mediation Procedure and Article 16 Arbitration Procedure shall at all times apply. Time is of the essence, but any time limits in this Section can be waived by the written agreement of the Employer and the Union. Any past waivers or extensions given shall have no bearing on whether the time limits in a future case have been waived and shall not be taken into account by the arbitrator in deciding whether a grievance is arbitrable.

ARTICLE 15
GRIEVANCE AND MEDIATION PROCEDURE

SECTION 1: For the purpose of this Agreement, a grievance is defined as any complaint or dispute arising out of the application of a specific provision of this Agreement which arose during the term of this Agreement or any written extension of it.

SECTION 2: A grievance may be filed by the Union or an employee (with a copy given to the Union), but a request for mediation or a demand for arbitration may be filed only by the Union or the Employer. A grievance must clearly indicate who the affected employee is, what the complaint or dispute is, identify the specific provisions of the agreement at issue, the remedy requested, and be signed by the employee, Union steward or Union representative. The Employer may file a grievance against the Union in accordance with Section 5 of this Article.

SECTION 3: An employee may informally discuss his/her complaint or dispute with his supervisor at any time. Nothing in this Agreement shall prevent an employee or the Union from resolving any complaint or dispute consistent with this Agreement and the law at any time. Any such resolution shall be without precedent unless the Employer and the Union agree otherwise in writing and signed by the Employer and the Union. Informal discussion and resolution are encouraged and preferred. If the complaint is not resolved, the procedure outlined below must be followed.

SECTION 4: A grievance shall be processed as follows:

- 1) Step One: The grievance shall be presented to the Territory Manager. To be timely and properly filed, a grievance must be presented in writing to the Territory Manager within seven (7) calendar days after the occurrence of the facts or circumstances giving rise to the dispute over which the grievance arose. The Employer may hold a meeting to discuss the grievance. The Employer shall give a written response to the grievance within fourteen (14) calendar days after its receipt or the meeting if one is held. If not responded to within the designated time period, the grievance shall be considered to be denied.
- 2) Step Two: The grievance shall be presented to the Service General Manager or his designee. To be timely and properly filed, a grievance must be presented in writing to the Service General Manager within seven (7) calendar days after the date of the written response in Step One or, if no response

was given, within five (5) calendar days after the grievance is considered to be denied because it was not responded to. The Employer may hold a meeting to discuss the grievance. The Employer shall give a written response to the grievance within fourteen (14) calendar days after its receipt or the meeting if one is held. If not responded to within the designated time period, the grievance shall be considered to be denied.

- 3) Step Three: If the grievance is not resolved at Step Two, mediation shall take place by the Federal Mediation and Conciliation Service (FMCS). The parties will notify the FMCS jointly in writing within seven (7) calendar days after the date of the Step Three decision (or denial if the grievance was not responded to within the designated time period) that they request mediation and shall thereafter choose a mediator and proceed to mediation in accordance with FMCS's procedures. Mediation under this Step is a condition precedent to arbitration. The mediation shall be held in a mutually agreeable location.

SECTION 5: A grievance alleging a violation of the Agreement by the Union which is initiated by the Employer shall be presented in writing to and discussed with the Union Steward. If such a grievance is not resolved within fourteen (14) calendar days after this discussion, it may be submitted to mediation by the Employer in accordance with Section 4, Step 3 of this Article.

SECTION 6: Time is of the essence, but any time limits in this Article can be waived by the written agreement of the Employer and the Union. Any past waivers or extensions given shall have no bearing on whether the time limits in a future case have been waived and shall not be taken into account by the arbitrator in deciding whether a grievance is arbitrable.

ARTICLE 16
ARBITRATION PROCEDURE

SECTION 1: Selection of Arbitrator. In the event the Union notifies the Employer of its intent to take a grievance to arbitration, a written request shall be made to the AAA or Labor Relations Connection to provide a panel of seven (7) qualified arbitrators along with the resume and arbitration experience of all arbitrators on the panel. Upon receipt of such list of arbitrators, the Parties will alternately strike one (1) name from the list with the non-grieving Party striking first. The arbitrator whose name remains shall be the arbitrator.

SECTION 2: Arbitrator's Limitations. The Arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement; to impose on either Party a limitation or obligation not explicitly provided for in this Agreement; or to establish or change wage rates or wage scales and benefits. In cases in which the subject of the grievance is the discharge or discipline of an employee, the arbitrator's authority is limited to determining whether the employer has established by a preponderance of the evidence that the employee engaged in the conduct on which the discipline or discharge is based. If the arbitrator concludes that the preponderance of evidence does support a finding that the employee did engage in such conduct, s/he shall have no authority to reduce or modify the discipline or discharge as imposed by the Employer, unless the Arbitrator also finds that the discharge or level of discipline is so clearly excessive that it is arbitrary and capricious. The Arbitrator may not award punitive damages or exemplary damages. Furthermore, the Arbitrator has no authority to rule on any grievance which is based on any event or circumstance which occurs after this Agreement terminates. Arbitrator's decision shall be based exclusively on evidence at the arbitration hearing.

SECTION 3: Single Grievance. Arbitrations shall be limited to a single grievance for a single employee unless the Employer and Union mutually agree to the contrary. However, when a single operative event affects more than one employee for the same operative reason, i.e., there are no different individualized circumstances, such grievance(s) may be arbitrated as one, provided that the grievance specifies that the alleged single operative event affects more than one employee and the basis therefor.

SECTION 4: Arbitrator's Decision. The decision of the Arbitrator shall be issued as promptly as possible. The Arbitrator's decision shall be final and binding upon the Employer, the Union and the

grievant. Arbitration awards shall in no case be made retroactive and/or effective earlier than the date upon which the grievance was first presented.

SECTION 5: Costs of Arbitration. Each Party shall be responsible for its own costs of arbitration including but not limited to the expense of preparing its case including attorney and expert fees and the expense of its own witnesses or others selected or called by a Party to attend or appear before the Arbitrator. The parties shall each be responsible for payment of one-half (1/2) the fees and other expenses of the arbitrator and of the hearing room.

SECTION 6: In the event of a violation of Article 17 No Strikes/No Lockouts, and either party requests expedited arbitration, the following procedure will apply. The AAA or Labor Relations Connection shall, immediately upon receipt of such facsimile or electronic notice, appoint an arbitrator to hear the matter who can hear the matter within 48 hours. Immediately after being appointed, the arbitrator shall notify the Employer and the Union in writing of such and hold a hearing within no more than 48 hours thereafter. The failure of either party or any witness to attend the hearing as scheduled and noticed by the arbitrator shall not delay the hearing, and the arbitrator is authorized to proceed to take evidence and issue an award and order as though such party and/or witness was present. The arbitrator shall have jurisdiction to issue a cease-and-desist order with respect to such a violation and order such other relief as he/she may deem appropriate to promptly terminate such a violation. The arbitrator shall be required to issue only a written order and award (no opinion), which shall be issued at the hearing. The party that prevails in the arbitration may file a motion, application, or petition with any court of competent jurisdiction to confirm and specifically enforce the arbitrator's award. Nothing herein shall preclude the Employer from instituting a federal or state court action to remedy any violation of this Article, either in lieu of or in addition to arbitration and the Employer shall be entitled to a court order enjoining the breach and any other remedy provided by law.

SECTION 7: Time is of the essence, but any time limits in this Article can be waived by the written agreement of the Employer and the Union. Any past waivers or extensions given shall have no bearing on whether the time limits in a future case have been waived and shall not be taken into account by the arbitrator in deciding whether a grievance is arbitrable.

ARTICLE 17
NO STRIKES/NO LOCKOUTS

SECTION 1:

(a) During the life of this Agreement, or any written extension thereof, neither the Union (including its officers, officials, other agents, and members) nor any employees will, whether on or off duty and whether directly or indirectly, engage in, instigate, sponsor, assist, authorize or threaten any:

- primary or secondary action;
- corporate campaign,
- mass absenteeism;
- boycott;
- work stoppage;
- strike;
- sit-down;
- sit-in;
- walkout;
- picketing;
- sick out;
- slow-down;
- hand billing, including but not limited to informational picketing at nonwork sites;
- sympathy strike,
- unfair labor practice strike,
- refusal to cross any picket line at any NCR facility or NCR customer, affiliate, subsidiary or any other related entity;
- any other interference with or interruption of the Employer's operations or any of its customers or suppliers for any reason,
- or other activity directed at the Employer or any of its customers, vendors, or suppliers or any of its officers, directors, board members, employees or agents with a purpose to disrupt or interfere with the operations of the Employer or interfere with its relationships with its customers or suppliers.

- (b) Nothing herein shall be construed to prevent an employee while off-duty from picketing a company other than NCR, provided that, in connection with picketing or any job action involving an NCR customer, the following rules will apply:
- Employees may not wear any clothing or wear or carry any paraphernalia that identifies the employee as an NCR employee.
 - Employees may not identify themselves as NCR employees on social media or to any member of the media.
 - Employees may not identify themselves as NCR employees to any individual in any forum.
 - The Employer may notify employees about these requirements orally and/or in writing and that they may be disciplined or discharged for violation of this provision.
- (c) It shall not be a violation of this Agreement nor basis for discipline or other action by the Employer for an employee not to cross a picket line if, under the circumstances, the employee has reasonable cause to believe he/she will be subjected to physical violence if he/she crosses the picket line. If the employee has reasonable cause to believe he/she will be subjected to physical violence if he/she crosses the picket line, the employee shall immediately contact his/her supervisor for further instructions.
- (d) There shall be no lockouts by the Employer during the term of this Agreement.

SECTION 2: Officers and officials of the Union shall be readily accessible to the Employer by office phone, mobile phone or email and to take all prompt and effective measures to prevent and stop any acts prohibited by Section 1 of this Article. This includes, but is not limited to, contacting, by expeditious and effective means, each individual which the Union may be aware is engaging in such acts and instructing those individuals to immediately cease such actions.

SECTION 3: Where an action in violation of Section 1 occurs or the Employer believes may occur, employees shall, upon demand, immediately turn in to their supervisors all Employer assets, equipment, and customer keys used to access customer premises and/or customer equipment. The Union shall instruct all employees about their obligation to do so.

SECTION 4: Any employee who engages in any conduct which violates the provisions of Section 1 of this Article shall be subject to discipline or discharge by the Employer and may have recourse to Article

15 Grievance and Mediation Procedure and Article 16 Arbitration Procedure, where the sole question to be decided will be whether the employee engaged in any conduct prohibited by Section 1.

SECTION 5: For all purposes in this Article and throughout this Agreement, officials, officers, stewards, and employees of the Union, including delegates and other employees holding elected positions within the Union, shall be considered agents of the Union.

ARTICLE 18
REQUIRED CLOTHING AND TOOLS

SECTION 1: Employees are required to comply with all Employer policies and practices related to CE dress code. The Employer can discontinue, modify, amend, or institute any policies or practices regarding dress code consistent with the Employer's right to implement rules and policies covering terms and conditions of employment pursuant to this Agreement.

SECTION 2: The Employer will provide to employees all tools and/or equipment as needed in the Employer's sole discretion. Such tools and/or equipment will either be provided directly by the Employer or the employee will be reimbursed for the purchase of such tools and/or equipment with proof of purchase. All purchases for tools and/or equipment must be approved in advance by the Territory Manager.

ARTICLE 19
HEALTH AND SAFETY

SECTION 1: The Employer and the Union mutually agree that they desire to maintain high standards of safety and health in order to prevent injury and illness. Therefore, the Employer and the Union agree that the Union and the employees will cooperate with the Employer in the prevention of accidents and the establishment, implementation, and enforcement of and compliance with the Employer's safety rules, policies and practices.

SECTION 2: On occasion, an employee may be assigned to a site that may be determined to pose potential risk to the employee's safety in accordance with the Employer's policy and procedures. When potential risk is determined to exist, it shall be dealt with in accordance with the Employer's current policies and procedures or as amended from time to time.

ARTICLE 20
STEWARDS

SECTION 1: There shall be two (2) stewards elected or otherwise appointed from the bargaining unit. The Union will identify those stewards by written notice to the Employer and the Employer will recognize those employees as stewards. A steward shall be paid his or her normal base hourly rate (excluding premiums) for Weingarten meetings, Step One meetings as set forth in Article 15, Section 4, or any other meeting if the Employer requires the attendance of the steward.

SECTION 2: The Union shall advise employees of their Weingarten Rights, including the employee's responsibility to request Weingarten representation. The employee may elect to meet with management without representation. Circumstances may require that a telephone conference can be used if a face-to-face meeting is not practical.

SECTION 3: The Employer may grant an unpaid leave of absence of up to five working days to not more than two employees at any one time for the purpose of attending Union conventions. Customer needs shall take precedence over the granting of any such leaves. The Employer also may grant an unpaid leave of absence of up to two working days for other legitimate Union business, such as to participate in an arbitration involving a member of the bargaining unit. Such leaves of absence shall be capped at a total of ten working days across the entire bargaining unit in each calendar year and must be applied for in writing eight weeks prior to commencement of the requested leave or as far in advance as is feasible. If less than eight weeks' written notice is given, the employee shall be required to find coverage for his/her absence. An employees' choice of coverage shall be subject to approval by the Territory Manager. Customer needs shall take precedence over the granting of any such leaves described above.

SECTION 4: Investigation of and processing of grievances shall take place during the non-worktime of the steward and employee(s) involved. However, if the issue is such that immediate attention is required that would disrupt operations or interfere with assigned duties, then with prior approval of the manager, the employee and steward may utilize Employer-issued cell phones to communicate regarding the issue, without loss of time or pay during their regular work time. If the communications would not disrupt

operations or interfere with assigned duties, the employee and steward may communicate regarding the issue without loss of time or pay during their regular work time.

ARTICLE 21
SOLICITATION/DISTRIBUTION

Employees are required to comply with all customer policies regarding solicitation or distribution of literature on customer property when such policy is publicized or otherwise made known to the employee.

ARTICLE 22
TRAINING

SECTION 1: The Employer has the right to create, modify and enforce all training requirements for employees, including, but not limited to, the dates, locations, times and lengths of training, and the types/subjects of training, including but not limited to, orientation, training for work on all sites/locations and all lines of business, safety training, and professional development training.

SECTION 2: An employee who can reasonably expect idle time of 15 minutes or more, shall use that time to engage in any available on-line training.

ARTICLE 23
TECHNOLOGY

The Employer has the right, in its sole discretion, to develop, implement, or require the training on and use of any new or different methods and means of performing bargaining unit work including but not limited to new technological methods, programs, hardware, or systems. Failure or refusal by an employee to comply with any new technological requirements may result in discipline up to and including termination.

ARTICLE 24

MASSACHUSETTS PAID FAMILY AND MEDICAL LEAVE ACT

Beginning the first pay period following October 1, 2019, the Employer may apportion to employees that part of the payroll tax which can be charged to employees under the Massachusetts Paid Family and Medical Leave Act (PFMLA), as amended from time to time.

ARTICLE 25
BEREAVEMENT

SECTION 1: All full-time employees shall be granted up to three (3) days (up to eight hours pay per day at the employee's regular base hourly rate) excused absence upon the death of a member of the immediate family to make funeral arrangements, to attend the funeral, and to settle legal matters related to the death.

SECTION 2: Immediate family is defined as: spouse, parent, parent of current spouse, child, brother, sister, grandparent, grandchild, stepmother, stepfather, stepchild, stepbrother, stepsister, or another family member documented as living in the employee's home.

SECTION 3: If a death in the family occurs while the employee is on vacation, an employee will be permitted to reclassify their time off as bereavement time, up to a maximum of three days.

SECTION 4: An employee's manager may grant additional time off from work for the bereavement by allowing the employee to use his/her vacation, floating holidays, or an unpaid leave of absence in the manager's sole discretion.

ARTICLE 26
LEAVES OF ABSENCE

In addition to any other leave required by law or allowed by NCR policy, NCR may, in its sole discretion, grant an unpaid personal leave for legitimate personal reasons for up to 30 days, which may be extended by NCR in its sole discretion.

ARTICLE 27

JURY DUTY

SECTION 1: An employee who is required to serve on jury duty will be paid the difference between their regular base pay and the amount received as compensation for their services as a juror, up to sixty (60) working days in any calendar year.

SECTION 2: An employee serving on jury duty will be expected to work scheduled weekend shifts except when jury duty falls on a weekend.

SECTION 3: To qualify for jury duty pay, an employee must notify his/her manager of the jury duty obligation by submitting a copy of their jury duty summons to their manager as soon as they receive it, but in no event more than three (3) working days after they receive the summons.

ARTICLE 28
NEW HIRE UNION ORIENTATION

SECTION 1: The Union may participate in the Employer's new hire orientation for up to thirty minutes utilizing a video teleconferencing solution, such as Teams. The orientation will be scheduled to take place at a mutually agreeable time and on a mutually agreeable date. An Employer representative may participate in such orientation.

SECTION 2: The Employer will furnish the Union with the names and classifications of all bargaining unit employees no less than annually, provided that the Employer will furnish the Union with the name(s) and job classification(s) of new hires within thirty days of their hire.

ARTICLE 29
PROMOTIONS WITHIN THE BARGAINING UNIT

SECTION 1: Decisions regarding promotions will be made by the Employer in connection with the annual performance review process unless the Services General Manager (SGM) determines otherwise. The Employer will set the standards and requirements for determining when and if a promotion is warranted and a position is available. Those standards and requirements may be changed by the Employer.

SECTION 2: When an employee is interested in being considered for a promotion, the employee will inform their supervisor of their interest. The supervisor will inform the employee of the standards and requirements to be considered for a promotion and will update the employee from time-to-time on their progress.

SECTION 3: Employer will have no obligation to create additional positions in order to provide promotional opportunities.

SECTION 4: When an employee is promoted, they will be paid at least the minimum salary of the applicable promoted position.

SECTION 5: This Article will not be subject to the Grievance and Mediation Procedure or the Arbitration Procedure.

**ARTICLE 30
WAGES**

SECTION 1: Minimum and Maximum Start Rates

Effective the beginning of the full payroll cycle after ratification, the minimum and maximum start rates for the following job categories will be as follows:

| | Min. Annual Wage | Min. Hourly Wage | Max. Annual Wage | Max. Hourly Wage |
|----------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| CE 1: | \$38,000 | \$18.27 | \$45,000 | \$21.15 |
| CE 2: | \$45,001 | \$21.15 | \$55,000 | \$26.44 |
| CE 3: | \$55,001 | \$26.44 | \$70,000 | \$33.65 |
| CE Team Lead: | \$62,000 | \$29.81 | \$89,000 | \$42.79 |

- (a) Employees whose current salaries are below the new minimum start rates will accordingly receive an **increase** in their salary to the new minimum rate.
- (b) Employees whose current salaries are at or above the new minimum start rates will receive a Pay Positioning Adjustment (PPA) of a 3.0% increase to their current salary only if they were hired on or before January 1, 2021. It is further agreed that 1% of the Pay Positioning Adjustment (PPA) will be paid to the Union.
- (c) Current employees whose salaries exceed the maximum ranges will be grandfathered in.

SECTION 2: General Wage Increase Component

Beginning in April 2022, annual wage increases shall be determined as follows for all customer engineers who are actively employed within the bargaining unit as of the date on which any increase is effective as outlined below:

| First pay cycle in April 2022 | First pay cycle in April 2023 | First pay cycle in April 2024 | First pay cycle in April 2025 |
|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|
| 3.0% | 3.0% | 3.0% | 3.0% |

Employees will be paid the first full payroll cycle in April of a given year.

Employees who are inactive due to an approved leave will receive their increases when they actively return to work.

Employees who were hired on or before January 1, 2021, will be included in all General Wage Increases with the exception of April 2022.

SECTION 3: Pay for Performance Program

The company may at its discretion institute a pay for performance program for which customer service engineers in this bargaining unit may be eligible at the sole discretion of the company upon written request from the union.

- a. Nothing contained herein shall be construed to limit the Employer's right to amend or change, plan designs and/or costs plan payouts. The company at its discretion may discontinue the pay for performance program provided that any such amendment, change or discontinuance is equally applied to the non-represented non-exempt Customer Engineers employed in the Services Organization.
- b. Nothing herein shall be construed to subject any of the above-mentioned performance management program or plan administration to the Grievance/Arbitration Procedure contained in this Agreement.

SECTION 4: New Hires. New Hires shall start at or above the minimum rate based on the employer's determinations of its needs. However, new hire pay shall not exceed the maximum rate established in the table.

SECTION 5: Shift Premiums. NCR recognizes two levels of shift premium pay based on the scheduled start time of the employee's assigned shift.

- 3:00 pm through 10:59 pm – (\$1.70)
- 11:00 pm through 5:59 am – (\$2.00)

SECTION 6: Availability Schedules and Pay.

Employees will be assigned to an availability schedule for the purpose of determining who will respond to customer service calls outside of the scheduled work hours. Employees who are approved by management for time away from work, sick leave, or vacation are not required to identify a backfill nor will their inability to cover the availability be considered an attendance violation. All other employees who are not available as scheduled will be in violation of the attendance policy.

Employees may request that a co-worker with similar skills and abilities be allowed to cover their availability schedule. This request must be approved by management. However, the following persons cannot be requested to cover the availability:

- a. Employees who lack the necessary skills and abilities;
- b. Employees already assigned to cover time on the availability schedule;
- c. Employees currently out sick, on medical leave or in inactive status.

Availability pay at the Non-Scheduled Workday Rate applies when employees are assigned by management to respond to unscheduled customer service calls outside of their scheduled work hours.

Availability pay at the Scheduled Workday Rate applies when employees are scheduled to be available or request that a co-worker be allowed to cover their availability schedule due to a personal hardship or convenience. When on availability status for scheduled or non-scheduled reasons, employees will be expected to respond to the customer within fifteen (15) minutes on the phone and be at the customer's site within two (2) hours, or as specified by the customer.

Availability Pay shall be paid as follows:

- Availability Pay on Regularly Scheduled workday – (\$15.00)
- Availability Pay on Non-Scheduled workday – (\$37.50)

Any employee who is called out outside of his/her normal working hours or while on Availability will receive the greater of:

- a) Two (2) hours pay at the appropriate overtime rate; or
- b) The appropriate overtime rate for all authorized time worked.

Should an employee complete a call, return home, and subsequently receive a second call-out, he/she will receive the greater of:

- a) Two (2) hours pay at the appropriate overtime rate; or
- b) The appropriate overtime rate for all authorized time worked.

SECTION 7: Overtime.

Bargaining unit employees are paid at 1½ times their regular hourly rate of pay for all hours actually worked in excess of 40 hours per week. While Rhode Island law requires it, the Employer will pay employees working in Rhode Island 1½ times their regular rate of pay for all hours actually worked on Sunday within the state, provided however, there will be no pyramiding of time and one-half pay or other premium pay.

ARTICLE 31
VACATION

SECTION 1:

Vacation procedures will be governed by NCR Vacation policy. Current policy is summarized in the table below.

- (a) For current full-time employees, total annual vacation eligibility is based on years of service. Additional vacation weeks are awarded at the beginning of the year in which the employment anniversary date is celebrated.

| Years of Service | Annual Vacation Eligibility |
|-------------------------|------------------------------------|
| 1 to 4 | 2 weeks (80 hours) |
| 5 to 9 | 3 weeks (120 hours) |
| 10 to 23 | 4 weeks (160 hours) |
| 24 or more | 5 weeks (200 hours) |

- (b) All vacation time shall be used in the calendar year between January 1st and December 31st. Unused vacation time shall be lost.

ARTICLE 32
HOLIDAYS

SECTION 1: Holiday procedures will be governed by NCR Holiday policy. The Employer provides 13 paid holidays in the calendar year, six of which are designated as floating and seven of which are fixed. The fixed holidays are New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

SECTION 2: The Employer will pay employees working in Rhode Island 1½ times their regular rate of pay for all hours actually worked on Veterans Day, Victory Day, and Columbus Day. Employees do not also receive holiday pay on these days.

ARTICLE 33
GROUP INSURANCE BENEFITS

SECTION 1: The Group Insurance Benefits (life insurance, medical, and disability), and associated costs, current and as amended by the Employer from time-to-time, which are applicable to non-represented, non-exempt Customer Engineer employees, shall also be applicable to the employees covered by this Agreement.

SECTION 2: Nothing contained herein shall be construed to limit the Employer's right to amend or change, plan designs and/or costs of group insurance benefits or discontinue any of the above-mentioned benefits or plans provided that any such amendment, change or discontinuance is equally applied to the non-represented non-exempt Customer Engineers employed in the Services Organization.

SECTION 3: Nothing herein shall be construed to subject any of the above-mentioned benefits or plans or their administration to the Arbitration Procedure contained in this Agreement.

ARTICLE 34

NOTICE

SECTION 1: Unless otherwise designated in the Agreement, any notice required under the terms of this Agreement must be emailed by the Employer to the Union and by the Union to the Employer to the email address(es) last provided by the Employer to the Union and by the Union to the Employer

SECTION 2: It shall be the responsibility of the Employer and the Union, respectively, to update the other party about their current email addresses.

SECTION 3: All such notices shall be dated by an authorized representative of the party providing the notice.

ARTICLE 35
COMPLETE AGREEMENT

SECTION 1: This Agreement constitutes the entire agreement between the Employer and the Union. No deletion, understanding, change or amendment of any term or provision of this Agreement shall bind the Employer or the Union or be effective during the term of this Agreement, unless evidenced by a written document which has been signed and dated by the Employer and the Union. The Employer is not bound by any term or condition of employment, working condition, benefit or practice that is not expressly set forth in this Agreement.

SECTION 2: The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, neither Party shall have any further obligation to bargain over any subject or matter referred to in this Agreement or with respect to any subject or matter not specifically referred to in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the Parties at the time they negotiated this Agreement, provided that, upon request by the Employer, the Union will negotiate over changes to this Agreement or to any other terms and conditions of employment proposed by the Employer.

SECTION 3: The failure of the Employer to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement, shall not be considered as a waiver or relinquishment of the right of the Employer to future performance of any such term or provision, and the obligations to the Employer of such future performance shall continue in full force and effect.

ARTICLE 36
TERM OF AGREEMENT

SECTION 1: This Agreement shall take effect TBD shall remain in full force and effect until April 30, 2025, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, unless changed or terminated as set forth in Section 2.

SECTION 2: Either party may notify the other party of its desire to negotiate a new agreement with written notice by certified mail return receipt requested not more than ninety (90) days and not less than sixty (60) days before the date of expiration. This request should be sent to the attention of the Executive Director of Employee and Labor Relations or their supervision as the company representative and the International Representative for the IBEW or their supervision as the union representative.

SECTION 3: If such notice is given, the parties shall meet to exchange proposed amendments to be included in a renewal of the Agreement not less than forty-five (45) days before the expiration date of the Agreement. This Agreement may be extended by mutual agreement of both parties.

Executed on this ___ day of January _____, 2021.

NCR:

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 2222,
AFL-CIO:

Date: _____

Date: _____

**NCR SERVICES ORGANIZATION AND IBEW LOCAL 2222
TENTATIVE AGREEMENT**

The Employer reserves the right to add to, subtract from, modify, or revise any and all components of all its proposals until a complete final contract is agreed upon by the Parties and fully executed.

“TA” as used herein refers to a tentative agreement on the particular proposal, which at all times is subject to agreement on all aspects of the package proposal and any additional proposals presented by the Employer and the Union.

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ARTICLE 1

PURPOSE

SECTION 1: The general purpose of this Agreement is to maintain and secure efficiency and flexibility and economy of operations, quality, and quantity of service to customers, and mutually satisfactory hours, wages, working conditions, and to secure for the Employer, the Union, and the employees orderly collective bargaining relations, prompt, and equitable disposition of complaints, all to promote a competitive, flexible and safe working environment. It is recognized by this Agreement to be the duty of the Employer, the Union, and the employees to cooperate in good faith, individually and collectively, for the advancement of said conditions.

SECTION 2: The Union acknowledges that, in agreeing to the provisions of this Agreement, the Employer has relied upon statements by the Union that, in its relationship with the Employer, the Union will not be obstructionist, including in its interpretation and application of this Agreement.

SECTION 3: The Union also acknowledges that, in agreeing to the provisions of this Agreement, the Employer has relied upon statements by the Union that the Union is invested in the success of the Employer and will act consistently with that motivation.

ARTICLE 2
RECOGNITION

NCR Services Organization (the Employer) recognizes the International Brotherhood of Electrical Workers, Local 2222, AFL-CIO (the Union) as the exclusive bargaining representative for all full time and regular part time Customer Engineers employed by the Employer in its 113J Territory (which encompasses Massachusetts and Rhode Island except for that part of Rhode Island encompassed by the 113H Territory), but excluding all other employees; employees employed in any other Territory who perform work in Massachusetts or Rhode Island; employees in the 613 group; managed services contract employees; office clerical employees; confidential employees; managerial employees; and guards and supervisors as defined in the Act.

ARTICLE 3
MANAGEMENT RIGHTS

SECTION 1: All rights, functions, prerogatives, and discretions of the management of the Employer formerly exercised by the Employer are retained by and remain vested solely and exclusively in the Employer, except to the extent they are specifically and explicitly modified by the express provisions of this Agreement. Without limiting the generality of the foregoing, these include but are not limited to:

- the right to maintain the orderly, efficient and profitable operation of the business;
- the right to manage all of its departments;
- the right to determine the size of the work force;
- the right to direct the work force;
- the right to assign employees to any work orders, and the duties and tasks associated with those work orders, and the right to modify those assignments, duties and tasks;
- the right to assign employees to perform/participate in administrative tasks/duties, such as but not limited to checking emails, vehicle maintenance, participation in training, participation in team meetings or conference calls, managing parts, organizing vehicles, key audits, and expense reports;
- the right to assign employees to work in any and all lines of business and to change those assignments;
- the right to establish, modify, combine and/or eliminate any job classification(s);
- the right to assign employees to job classifications that currently exist or exist in the future and to change those assignments;
- the right to allocate work to employees and to change that allocation;
- the right to hire, promote, transfer, suspend, discipline, discharge, lay off or recall employees;
- the right to monitor/track the position and speed of Employer-issued vehicles and all other aspects of how they are being driven, including hard braking and acceleration;
- the right to establish, modify, and enforce safety standards after providing the Union written notice of any such safety standard seven (7) days in advance of its establishment or modification;
- the right to establish, modify, and enforce standards regarding the quality and quantity of work performed by employees, after providing the Union written notice of any such standard seven (7) days in advance of its establishment or modification;
- the right to close down its operations, line(s) of business, or any part thereof;

- the right to direct, modify, expand, contract, combine, transfer, assign, cease or eliminate, in whole or in part, any line(s) of business, service area, job, customer, route, operation, work, or service;
- the right to introduce new, improved or different service methods;
- the right to determine work to be subcontracted and to subcontract as specified in Section 3;
- the right to determine and modify what machinery, equipment, tools, vehicles and other property of the Employer will be used and for what task they will be used;
- the right to make, modify and enforce policies, rules and regulations relating to the conduct of its business;
- the right to require employees to observe such policies, rules and regulations;
- the right to create, amend, abolish, and implement rules, policies and/or procedures related to or affecting terms and conditions of employment, after providing the Union written notice of any such rule, policy and/or procedure seven (7) days in advance of its implementation, and to enforce and administer them;
- the right to determine, modify, apply and enforce requirements of dress codes and uniforms;
- the right to require background and security checks, motor vehicle reports and/or drug testing;
- the right to enforce customer-mandated credentialing or badging requirements;
- the right to retain and act upon all rights and prerogatives granted by applicable law.

SECTION 2: Employees will perform work as scheduled and assigned without regard to CE level.

SECTION 3: The Employer may use persons not covered by this Agreement to perform bargaining unit work under the following categories or circumstances:

- 1) Supervisors or CEs from other territories in emergencies or urgent situations where insufficient qualified bargaining unit members are available;
- 2) Supervisors to work incidental to the training and direction of employees;
- 3) Supervisors or vendors in demonstrations (e.g., demonstrating the use of newly installed equipment or demonstrating the proper use of equipment);
- 4) Supervisors or Customer Engineer Specialists (CES) for troubleshooting (e.g., involvement of the Territory Manager or other employee in resolving and/or identifying a problem with chronically malfunctioning equipment);

- 5) Supervisors or auditors for quality control (e.g., evaluating the quality of maintenance or other services performed by an employee);
- 6) To perform clerical work (to the extent clerical work is currently being performed by employees);
- 7) Vendors and contractors for maintenance, installation, removal, repair of equipment in all or any portion of the Employer's operations to meet customer needs;
- 8) During temporary periods of additional staffing needs (e.g., staffing shortages due to vacation, illness, leaves of absence or turnover; increased volume due to spikes in customer demands or new service contracts);
- 9) To respond to customer needs within the SLA guidelines applicable to the particular customer; and
- 10) For reasons other than outlined above by mutual agreement with the Union, provided that such agreement will not be unreasonably withheld.

SECTION 4: The Employer shall have every right, without any interference, to collect from employees all Employer-issued property, physical or electronic including but not limited to vehicles, laptops, cell phones, records, tools, parts, keys, electronic access cards, fuel cards, equipment, and including but not limited to all areas, locations, and storage facilities used or provided for bargaining unit work at any time and for any reason. The Employer will also be allowed to record, and to track activity for business purposes in or on all Employer property, including the use of electronic surveillance equipment, except for private restroom facilities.

SECTION 5: The Employer shall have complete access to any and all records maintained or accessed through Employer-issued electronic equipment. The Union, on behalf of the employees, understands and acknowledges that all personal communications to or from Employer-issued property electronic devices are subject to access, monitoring and seizure by the Employer without notice.

SECTION 6: Expiration of Agreement. The specific rights set forth above in this Article shall extend beyond the expiration of this Agreement until a successor agreement is reached. In exchange for this provision, the Employer agrees that a grievance filed regarding discipline for strike misconduct that occurred after the expiration of this Agreement will not be challenged in arbitration on the basis that the grievance arose after the expiration of the Agreement.

SECTION 7: The list of rights of the Employer and waivers by the Union listed above is not intended to be complete. The fact that a right of the Employer or waiver by the Union is not listed above does not mean the right or waiver does not exist. No right of the Employer or waiver by the Union should be considered to have been given up by the Employer unless there is a written agreement between the Employer and the Union that specifically states the Employer has given up the right or the waiver.

ARTICLE 4
UNION SECURITY

SECTION 1: An employee who is a member of the Union at the time this Agreement is signed shall continue membership in the Union for the duration of this Agreement to the extent of paying membership dues and fees as uniformly required.

SECTION 2: It shall be a condition of employment that an employee who is not a member of the Union at the time this Agreement is signed shall become a member of the Union within thirty (30) days after the signing of this Agreement, or within thirty (30) days following employment, and shall remain a member of the Union to the extent of paying membership dues and fees uniformly required.

SECTION 3: Any employees whose religious beliefs forbid them from becoming a member of the Union shall not be required to become or remain a member of the Union. However, they shall be required in lieu thereof to pay to the Union such fees and dues as they would have paid as membership dues to the Union, had they become and remained a member of the Union as provided above. Employees entering the unit during the term of this Agreement whose religious beliefs forbid them from becoming a Union member shall notify the Union in writing of such fact.

SECTION 4: Employees cited to the Employer for alleged violation of this Article shall first be furnished reasonable advance written notification of such delinquency which shall contain a precise statement of the amount and months for which dues and fees are owed and a statement of exactly what action is required of employees to protect their jobs.

SECTION 5: The Union will notify the Employer of employees who fail to tender uniform dues within the required time. Upon receipt of such notice, the Employer will, within ten (10) calendar days, so notify the employees that they are in violation of the provisions of this Article, and they shall have their employment terminated. The Employer will furnish copies of this notice to the employees, and mail copies to Union Headquarters.

SECTION 6: The Employer will furnish the names and addresses of all employees entering or leaving the bargaining unit during the term of this Agreement to the Recording Secretary of the Local within ten (10) calendar days.

ARTICLE 5
DUES CHECK-OFF

SECTION 1: The Employer agrees to deduct Union membership dues and fees, as determined by the Union, from the biweekly earnings of any Employee who has voluntarily authorized the making of such deduction. Such authorization must be provided to the Territory Manager to take effect in the month following submission of the authorization. Such deductions shall be in the amount certified by the Union, from time to time, and shall be made in accordance with the terms of said authorization. Employees who do not sign written authorizations for deductions shall make such payments, if responsible for any, directly to the Union.

SECTION 2: The Employer shall be exempt from any obligation to deduct and remit dues or fees as to any employee who has not submitted and filed a written authorization for deduction with the Employer.

SECTION 3: The Employer shall be relieved from making such dues deduction or paying arrears upon:

- a) Termination of employment; or
- b) Transfer to a job outside the Bargaining Unit; or
- c) Layoff from work; or
- d) An agreed unpaid leave of absence; or
- e) Revocation of the deduction authorization in accordance with its terms or with applicable law.

The Employer will resume dues deduction if an Employee on an agreed leave of absence returns to work, however, the Employer shall be relieved from paying arrears arising from an absence covered by the Section above. If a terminated or laid off employee is rehired 90 days or longer after the date of separation from employment with the Employer, dues/fees deduction will recommence only upon execution of a new authorization for deduction. The Employer shall not be obliged to make dues or fees deductions of any kind from any employee who, during the month(s) involved, shall have failed to receive sufficient net wages (i.e., gross wages, less taxes, applicable state and federal withholdings, garnishments, and other deductions authorized by the employee and/or law) to equal the dues and fees deduction.

SECTION 4: Indemnification. The Employer assumes no obligation, financial or otherwise, as a result of complying with the terms of this Article and the Union agrees that it will indemnify and hold the

Employer harmless from any claim, action, omission or proceeding by any Employee or any other person or entity arising from deductions made by the Employer under this Article. Once the funds are transmitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 6
NO DISCRIMINATION

SECTION 1: The Employer and the Union agree that no employee covered by this Agreement shall be discriminated against on the basis of any legally protected status, including sex, age, race, ethnicity, color, creed, religion, national origin, disability, citizenship, marital status, sexual orientation, gender identity or expression, veteran status, military service, genetic information, or other protected characteristics, and that no employee covered by this Agreement shall be subject to retaliation for engaging in protected activity under applicable laws. The Employer and the Union further agree that a qualified individual with a disability must be able to perform the essential functions of his position, with or without reasonable accommodation.

SECTION 2: An alleged violation of this Article shall not be subject to the provisions of Article 16 Arbitration Procedure.

ARTICLE 7
VACANCIES

SECTION 1: Where the Employer determines in its sole discretion that there is a vacant bargaining unit position, it will be posted on the NCR website and on the internet for a period of at least six (6) calendar days. Applications by internal candidates (candidates employed anywhere by NCR) will be given first consideration; the Employer retains the right to fill such vacant position by selecting the internal applicant it considers best qualified and most suitable for the position based on the knowledge, skill, training, and ability of the applicant.

SECTION 2: Where the Employer determines that two or more internal applicants are fully qualified and relatively equal, the Employer will select the most senior internal applicant.

SECTION 3: Only where there are no qualified and suitable internal candidates will the Employer fill the vacancy externally.

ARTICLE 8
SENIORITY

SECTION 1: Seniority is defined as an employee's total length of continuous employment with NCR beginning when the employee satisfactorily completes his/her nine (9)-month probationary period or extended probationary period. Except as otherwise noted herein, seniority will cease to accrue but will not be lost until after a break in service of thirty (30) days or more.

SECTION 2: An employee's seniority will be lost if the employee:

- (a) resigns or retires; or
- (b) is discharged for just cause; or
- (c) is absent from work for three (3) or more consecutive working days without notifying their Employer unless the employee cannot notify the Employer because of the employee's incapacity; or
- (d) fails to return to work within the time period designated by their Employer following the expiration of an authorized leave of absence or following denial of a leave of absence; or
- (e) is laid off.

SECTION 3: Seniority lists with addresses and salaries will be supplied to the Union by the Employer upon request but not more than once a year.

ARTICLE 9
LAYOFF/RECALL

SECTION 1: In deciding which employee or employees to lay off or recall, the Employer may take into account any or all of the following: geography, CE level (i.e., 1, 2, Senior, Team Lead), line of business, and/or its evaluation of the ability/competency of an employee to do the job or jobs. Where all factors are equal between/among two or more employees, the employee(s) with the least seniority shall be the first laid off or the last recalled.

SECTION 2: Probationary and temporary employees employed within affected CE levels and lines of business shall be laid off first.

ARTICLE 10

ATTENDANCE/TARDINESS

The Employer has the right to create, amend, abolish, and implement attendance/tardiness rules, policies and/or procedures after providing the Union written notice of any such rule, policy and/or procedure seven (7) days in advance of its implementation, and to enforce and administer them.

ARTICLE 11
PAY PERIOD/TIME RECORDS

SECTION 1: Work Week. Employees are paid on a bi-weekly basis (i.e., every other week). The payday for each pay period is the Friday following the two-week pay period. The Employer may change the workweek and pay period if it does so for Customer Engineers nationwide.

SECTION 2: Time Recording. In order to ensure accurate timekeeping, employees are required to report all time worked by the end of that day's shift in the applicable time tracking system. Daily time records must reflect all hours worked for that day. Employees are required to accurately report all time worked. Any time that is not recorded by the end of the work week will not be paid until the following pay period.

SECTION 3: Falsification of Time Records. Falsification of time records will constitute just cause for discipline or discharge. An employee who is disciplined or discharged for falsification of time records may challenge the discipline or discharge in arbitration with the sole question to be whether the employee falsified time records.

ARTICLE 12
SCHEDULING/OVERTIME

SECTION 1: Scheduling.

- (a) Employees will be scheduled to work on a weekly basis as determined by the Employer.
- (b) Employees will be notified of their weekly (days of the week) schedules, as determined by the Employer, no less than seven (7) calendar days prior to the first day of the scheduled work period. Such schedules shall include rotating weekend shifts and are subject to change at any time based on emergencies, employee illness, unplanned absences, termination, training, customer needs, weather-related issues, and similar circumstances.

SECTION 2:

- (a) The Employer may determine that an employee's shift (starting and quitting) time(s) should be changed temporarily or permanently.
- (b) Temporary changes, including the assignment of overtime, as determined by the Employer, may be made by the Employer at any time due to emergencies, employee illness, unplanned absences, termination, training, customer needs, weather-related issues, and unforeseen circumstances. Otherwise, unless doing so is not feasible, seven days' advance notice of a temporary (less than 30 days) change will be given to the employee.
- (c) The Employer will, to the best of its ability, give the employee an estimate of the length of the temporary change at the time the employee is notified of the change.
- (d) Unless doing so is not feasible, fourteen days' notice will be given to the employee of a permanent (more than 30 days) change.

SECTION 3: Overtime. All work performed in excess of forty (40) hours in a week shall be paid at one and one-half (1 1/2) times the employee's regular rate. All overtime must be authorized by the Employer in accordance with Employer protocol in existence at the time. Repeatedly working unauthorized overtime shall subject an employee to corrective action, up to and including discharge.

ARTICLE 13

PERFORMANCE EVALUATION AND PERFORMANCE IMPROVEMENT

SECTION 1: Performance Evaluation.

The Employer has the right to:

- evaluate, assess, and measure the quantity and quality of employee performance through any analytic, technological, statistical, monitoring or other mechanism, program, or tool it currently utilizes or may utilize in the future;
- determine, modify, enforce and apply standards of performance, conduct, order and safety;
- determine when and whether to evaluate employees formally or informally;
- determine, modify and apply the processes, methods, and criteria by which employees' performance is evaluated and assessed;
- determine and modify the frequency employees are evaluated, formally or informally.

SECTION 2: Performance Improvement:

- The Employer may place an employee whose performance falls below Employer standards on a Performance Improvement Plan ("PIP"). The determination of (i) whether an employee's performance falls below the Employer's standards and/or (ii) whether an employee will be placed on a PIP shall be made by the Employer in its sole discretion. PIPs shall be presented to employees in writing and shall provide the designated length of the PIP (e.g., 14 days). Regardless of the designated PIP length, the Employer may extend the PIP length for any length of time if a reasonable basis exists. Additionally, the Employer has the right to terminate the employee under the PIP if the employee fails to meet the performance improvement objectives set forth in the PIP.
- Employees will be subject to all Employer policies and practices regarding performance evaluations that apply to employees. The Employer may terminate, modify, or implement any policies, procedures, or practices regarding performance evaluations consistent with the Employer's right to implement reasonable work rules under Article 3 Management Rights.
- Employees may be disciplined for performance issues up to and including termination. Performance improvement-/evaluation-related actions, are exempt from the arbitration provision contained in this Agreement. Employees wishing to challenge their performance improvement plan/evaluation may contact their Territory Manager and/or their SGM.

ARTICLE 14
CORRECTIVE ACTION AND DISCHARGE

SECTION 1: The Employer may discipline or discharge an employee, with or without cause, who has not completed their probationary period, set forth in Article 8 Seniority. The discipline or discharge of an employee who has not completed their probationary period is not subject to the grievance and mediation procedure or the arbitration procedure.

SECTION 2: Employees who have completed the probationary period may be disciplined or discharged for just cause. Just cause for discipline or discharge shall include, but not be limited to, all of the offenses listed in Section 4 of this Article. The absence of an offense from the list in Section 4 shall not be taken into account by an arbitrator in determining whether just cause exists for discipline or discharge in connection with any kind of conduct not contained on that list.

SECTION 3: The Employer shall provide copies to the Union of all written warnings issued on or after the date of execution of this Agreement. Upon written request by the Union, the Employer shall provide to the Union relevant and reasonable documentation supporting the basis for the discipline or discharge. Nothing herein shall preclude the Employer from utilizing any relevant information or documentation in arbitration, nor shall the Employer's not providing all relevant and reasonable documentation to the Union be communicated to the arbitrator or be considered by the arbitrator in making his decision.

SECTION 4: Certain offenses, including but not limited to, driving under the influence, acts of theft, dishonesty, violence, violations of Code of Conduct, violation of any safety rules, unprofessional or inappropriate behavior directed towards a customer, harassment, discriminatory, threatening, or abusive conduct, insubordination, performance issues, and illegal drug use, shall constitute just cause for discipline or discharge. If, in accordance with the provisions of Article 16 Arbitration Procedure, an arbitrator concludes that an employee who has completed the probationary period engaged in any of the preceding conduct, just cause for the discipline or discharge, as the case may be, imposed shall be established and the grievance shall be denied.

SECTION 5: The Employer may or may not use progressive discipline such as verbal warnings, written warnings, final written warnings, and termination in disciplining or discharging an employee. The Employer also may or may not suspend an employee with or without pay.

SECTION 6: Different levels of discipline of other employees for the same or similar offense shall not be a basis for contesting the discipline assessed to the employee in question unless all other factors are equal.

SECTION 7: An employee who is discharged or suspended will be given written notification of such action, unless giving such notification is not feasible, and a copy sent to the Union Headquarters which shall contain a statement of the facts relied upon. The Union may not raise its belief that the statement of the facts relied upon provided to the Union by the Employer is inadequate or incomplete to an arbitrator and an arbitrator may not take such belief into account in making his decision.

SECTION 8: An employee who is discharged or suspended for more than three (3) working days may file a Grievance at Step 2 of the Grievance and Mediation Procedure within seven (7) calendar days after such discharge or suspension. The time limits contained in Article 15 Grievance and Mediation Procedure and Article 16 Arbitration Procedure shall at all times apply. Time is of the essence, but any time limits in this Section can be waived by the written agreement of the Employer and the Union. Any past waivers or extensions given shall have no bearing on whether the time limits in a future case have been waived and shall not be taken into account by the arbitrator in deciding whether a grievance is arbitrable.

ARTICLE 15
GRIEVANCE AND MEDIATION PROCEDURE

SECTION 1: For the purpose of this Agreement, a grievance is defined as any complaint or dispute arising out of the application of a specific provision of this Agreement which arose during the term of this Agreement or any written extension of it.

SECTION 2: A grievance may be filed by the Union or an employee (with a copy given to the Union), but a request for mediation or a demand for arbitration may be filed only by the Union or the Employer. A grievance must clearly indicate who the affected employee is, what the complaint or dispute is, identify the specific provisions of the agreement at issue, the remedy requested, and be signed by the employee, Union steward or Union representative. The Employer may file a grievance against the Union in accordance with Section 5 of this Article.

SECTION 3: An employee may informally discuss his/her complaint or dispute with his supervisor at any time. Nothing in this Agreement shall prevent an employee or the Union from resolving any complaint or dispute consistent with this Agreement and the law at any time. Any such resolution shall be without precedent unless the Employer and the Union agree otherwise in writing and signed by the Employer and the Union. Informal discussion and resolution are encouraged and preferred. If the complaint is not resolved, the procedure outlined below must be followed.

SECTION 4: A grievance shall be processed as follows:

- 1) Step One: The grievance shall be presented to the Territory Manager. To be timely and properly filed, a grievance must be presented in writing to the Territory Manager within seven (7) calendar days after the occurrence of the facts or circumstances giving rise to the dispute over which the grievance arose. The Employer may hold a meeting to discuss the grievance. The Employer shall give a written response to the grievance within fourteen (14) calendar days after its receipt or the meeting if one is held. If not responded to within the designated time period, the grievance shall be considered to be denied.
- 2) Step Two: The grievance shall be presented to the Service General Manager or his designee. To be timely and properly filed, a grievance must be presented in writing to the Service General Manager within seven (7) calendar days after the date of the written response in Step One or, if no response

was given, within five (5) calendar days after the grievance is considered to be denied because it was not responded to. The Employer may hold a meeting to discuss the grievance. The Employer shall give a written response to the grievance within fourteen (14) calendar days after its receipt or the meeting if one is held. If not responded to within the designated time period, the grievance shall be considered to be denied.

- 3) Step Three: If the grievance is not resolved at Step Two, mediation shall take place by the Federal Mediation and Conciliation Service (FMCS). The parties will notify the FMCS jointly in writing within seven (7) calendar days after the date of the Step Three decision (or denial if the grievance was not responded to within the designated time period) that they request mediation and shall thereafter choose a mediator and proceed to mediation in accordance with FMCS's procedures. Mediation under this Step is a condition precedent to arbitration. The mediation shall be held in a mutually agreeable location.

SECTION 5: A grievance alleging a violation of the Agreement by the Union which is initiated by the Employer shall be presented in writing to and discussed with the Union Steward. If such a grievance is not resolved within fourteen (14) calendar days after this discussion, it may be submitted to mediation by the Employer in accordance with Section 4, Step 3 of this Article.

SECTION 6: Time is of the essence, but any time limits in this Article can be waived by the written agreement of the Employer and the Union. Any past waivers or extensions given shall have no bearing on whether the time limits in a future case have been waived and shall not be taken into account by the arbitrator in deciding whether a grievance is arbitrable.

ARTICLE 16
ARBITRATION PROCEDURE

SECTION 1: Selection of Arbitrator. In the event the Union notifies the Employer of its intent to take a grievance to arbitration, a written request shall be made to the AAA or Labor Relations Connection to provide a panel of seven (7) qualified arbitrators along with the resume and arbitration experience of all arbitrators on the panel. Upon receipt of such list of arbitrators, the Parties will alternately strike one (1) name from the list with the non-grieving Party striking first. The arbitrator whose name remains shall be the arbitrator.

SECTION 2: Arbitrator's Limitations. The Arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement; to impose on either Party a limitation or obligation not explicitly provided for in this Agreement; or to establish or change wage rates or wage scales and benefits. In cases in which the subject of the grievance is the discharge or discipline of an employee, the arbitrator's authority is limited to determining whether the employer has established by a preponderance of the evidence that the employee engaged in the conduct on which the discipline or discharge is based. If the arbitrator concludes that the preponderance of evidence does support a finding that the employee did engage in such conduct, s/he shall have no authority to reduce or modify the discipline or discharge as imposed by the Employer, unless the Arbitrator also finds that the discharge or level of discipline is so clearly excessive that it is arbitrary and capricious. The Arbitrator may not award punitive damages or exemplary damages. Furthermore, the Arbitrator has no authority to rule on any grievance which is based on any event or circumstance which occurs after this Agreement terminates. Arbitrator's decision shall be based exclusively on evidence at the arbitration hearing.

SECTION 3: Single Grievance. Arbitrations shall be limited to a single grievance for a single employee unless the Employer and Union mutually agree to the contrary. However, when a single operative event affects more than one employee for the same operative reason, i.e., there are no different individualized circumstances, such grievance(s) may be arbitrated as one, provided that the grievance specifies that the alleged single operative event affects more than one employee and the basis therefor.

SECTION 4: Arbitrator's Decision. The decision of the Arbitrator shall be issued as promptly as possible. The Arbitrator's decision shall be final and binding upon the Employer, the Union and the

grievant. Arbitration awards shall in no case be made retroactive and/or effective earlier than the date upon which the grievance was first presented.

SECTION 5: Costs of Arbitration. Each Party shall be responsible for its own costs of arbitration including but not limited to the expense of preparing its case including attorney and expert fees and the expense of its own witnesses or others selected or called by a Party to attend or appear before the Arbitrator. The parties shall each be responsible for payment of one-half (1/2) the fees and other expenses of the arbitrator and of the hearing room.

SECTION 6: In the event of a violation of Article 17 No Strikes/No Lockouts, and either party requests expedited arbitration, the following procedure will apply. The AAA or Labor Relations Connection shall, immediately upon receipt of such facsimile or electronic notice, appoint an arbitrator to hear the matter who can hear the matter within 48 hours. Immediately after being appointed, the arbitrator shall notify the Employer and the Union in writing of such and hold a hearing within no more than 48 hours thereafter. The failure of either party or any witness to attend the hearing as scheduled and noticed by the arbitrator shall not delay the hearing, and the arbitrator is authorized to proceed to take evidence and issue an award and order as though such party and/or witness was present. The arbitrator shall have jurisdiction to issue a cease-and-desist order with respect to such a violation and order such other relief as he/she may deem appropriate to promptly terminate such a violation. The arbitrator shall be required to issue only a written order and award (no opinion), which shall be issued at the hearing. The party that prevails in the arbitration may file a motion, application, or petition with any court of competent jurisdiction to confirm and specifically enforce the arbitrator's award. Nothing herein shall preclude the Employer from instituting a federal or state court action to remedy any violation of this Article, either in lieu of or in addition to arbitration and the Employer shall be entitled to a court order enjoining the breach and any other remedy provided by law.

SECTION 7: Time is of the essence, but any time limits in this Article can be waived by the written agreement of the Employer and the Union. Any past waivers or extensions given shall have no bearing on whether the time limits in a future case have been waived and shall not be taken into account by the arbitrator in deciding whether a grievance is arbitrable.

ARTICLE 17
NO STRIKES/NO LOCKOUTS

SECTION 1:

(a) During the life of this Agreement, or any written extension thereof, neither the Union (including its officers, officials, other agents, and members) nor any employees will, whether on or off duty and whether directly or indirectly, engage in, instigate, sponsor, assist, authorize or threaten any:

- primary or secondary action;
- corporate campaign,
- mass absenteeism;
- boycott;
- work stoppage;
- strike;
- sit-down;
- sit-in;
- walkout;
- picketing;
- sick out;
- slow-down;
- hand billing, including but not limited to informational picketing at nonwork sites;
- sympathy strike,
- unfair labor practice strike,
- refusal to cross any picket line at any NCR facility or NCR customer, affiliate, subsidiary or any other related entity;
- any other interference with or interruption of the Employer's operations or any of its customers or suppliers for any reason,
- or other activity directed at the Employer or any of its customers, vendors, or suppliers or any of its officers, directors, board members, employees or agents with a purpose to disrupt or interfere with the operations of the Employer or interfere with its relationships with its customers or suppliers.

(b) Nothing herein shall be construed to prevent an employee while off-duty from picketing a company other than NCR, provided that, in connection with picketing or any job action involving an NCR customer, the following rules will apply:

- Employees may not wear any clothing or wear or carry any paraphernalia that identifies the employee as an NCR employee.
- Employees may not identify themselves as NCR employees on social media or to any member of the media.
- Employees may not identify themselves as NCR employees to any individual in any forum.
- The Employer may notify employees about these requirements orally and/or in writing and that they may be disciplined or discharged for violation of this provision.

(c) It shall not be a violation of this Agreement nor basis for discipline or other action by the Employer for an employee not to cross a picket line if, under the circumstances, the employee has reasonable cause to believe he/she will be subjected to physical violence if he/she crosses the picket line. If the employee has reasonable cause to believe he/she will be subjected to physical violence if he/she crosses the picket line, the employee shall immediately contact his/her supervisor for further instructions.

(d) There shall be no lockouts by the Employer during the term of this Agreement.

SECTION 2: Officers and officials of the Union shall be readily accessible to the Employer by office phone, mobile phone or email and to take all prompt and effective measures to prevent and stop any acts prohibited by Section 1 of this Article. This includes, but is not limited to, contacting, by expeditious and effective means, each individual which the Union may be aware is engaging in such acts and instructing those individuals to immediately cease such actions.

SECTION 3: Where an action in violation of Section 1 occurs or the Employer believes may occur, employees shall, upon demand, immediately turn in to their supervisors all Employer assets, equipment, and customer keys used to access customer premises and/or customer equipment. The Union shall instruct all employees about their obligation to do so.

SECTION 4: Any employee who engages in any conduct which violates the provisions of Section 1 of this Article shall be subject to discipline or discharge by the Employer and may have recourse to Article

15 Grievance and Mediation Procedure and Article 16 Arbitration Procedure, where the sole question to be decided will be whether the employee engaged in any conduct prohibited by Section 1.

SECTION 5: For all purposes in this Article and throughout this Agreement, officials, officers, stewards, and employees of the Union, including delegates and other employees holding elected positions within the Union, shall be considered agents of the Union.

ARTICLE 18
REQUIRED CLOTHING AND TOOLS

SECTION 1: Employees are required to comply with all Employer policies and practices related to CE dress code. The Employer can discontinue, modify, amend, or institute any policies or practices regarding dress code consistent with the Employer's right to implement rules and policies covering terms and conditions of employment pursuant to this Agreement.

SECTION 2: The Employer will provide to employees all tools and/or equipment as needed in the Employer's sole discretion. Such tools and/or equipment will either be provided directly by the Employer or the employee will be reimbursed for the purchase of such tools and/or equipment with proof of purchase. All purchases for tools and/or equipment must be approved in advance by the Territory Manager.

ARTICLE 19
HEALTH AND SAFETY

SECTION 1: The Employer and the Union mutually agree that they desire to maintain high standards of safety and health in order to prevent injury and illness. Therefore, the Employer and the Union agree that the Union and the employees will cooperate with the Employer in the prevention of accidents and the establishment, implementation, and enforcement of and compliance with the Employer's safety rules, policies and practices.

SECTION 2: On occasion, an employee may be assigned to a site that may be determined to pose potential risk to the employee's safety in accordance with the Employer's policy and procedures. When potential risk is determined to exist, it shall be dealt with in accordance with the Employer's current policies and procedures or as amended from time to time.

ARTICLE 20
STEWARDS

SECTION 1: There shall be two (2) stewards elected or otherwise appointed from the bargaining unit. The Union will identify those stewards by written notice to the Employer and the Employer will recognize those employees as stewards. A steward shall be paid his or her normal base hourly rate (excluding premiums) for Weingarten meetings, Step One meetings as set forth in Article 15, Section 4, or any other meeting if the Employer requires the attendance of the steward.

SECTION 2: The Union shall advise employees of their Weingarten Rights, including the employee's responsibility to request Weingarten representation. The employee may elect to meet with management without representation. Circumstances may require that a telephone conference can be used if a face-to-face meeting is not practical.

SECTION 3: The Employer may grant an unpaid leave of absence of up to five working days to not more than two employees at any one time for the purpose of attending Union conventions. Customer needs shall take precedence over the granting of any such leaves. The Employer also may grant an unpaid leave of absence of up to two working days for other legitimate Union business, such as to participate in an arbitration involving a member of the bargaining unit. Such leaves of absence shall be capped at a total of ten working days across the entire bargaining unit in each calendar year and must be applied for in writing eight weeks prior to commencement of the requested leave or as far in advance as is feasible. If less than eight weeks' written notice is given, the employee shall be required to find coverage for his/her absence. An employees' choice of coverage shall be subject to approval by the Territory Manager. Customer needs shall take precedence over the granting of any such leaves described above.

SECTION 4: Investigation of and processing of grievances shall take place during the non-worktime of the steward and employee(s) involved. However, if the issue is such that immediate attention is required that would disrupt operations or interfere with assigned duties, then with prior approval of the manager, the employee and steward may utilize Employer-issued cell phones to communicate regarding the issue, without loss of time or pay during their regular work time. If the communications would not disrupt

operations or interfere with assigned duties, the employee and steward may communicate regarding the issue without loss of time or pay during their regular work time.

ARTICLE 21
SOLICITATION/DISTRIBUTION

Employees are required to comply with all customer policies regarding solicitation or distribution of literature on customer property when such policy is publicized or otherwise made known to the employee.

ARTICLE 22
TRAINING

SECTION 1: The Employer has the right to create, modify and enforce all training requirements for employees, including, but not limited to, the dates, locations, times and lengths of training, and the types/subjects of training, including but not limited to, orientation, training for work on all sites/locations and all lines of business, safety training, and professional development training.

SECTION 2: An employee who can reasonably expect idle time of 15 minutes or more, shall use that time to engage in any available on-line training.

ARTICLE 23
TECHNOLOGY

The Employer has the right, in its sole discretion, to develop, implement, or require the training on and use of any new or different methods and means of performing bargaining unit work including but not limited to new technological methods, programs, hardware, or systems. Failure or refusal by an employee to comply with any new technological requirements may result in discipline up to and including termination.

ARTICLE 24

MASSACHUSETTS PAID FAMILY AND MEDICAL LEAVE ACT

Beginning the first pay period following October 1, 2019, the Employer may apportion to employees that part of the payroll tax which can be charged to employees under the Massachusetts Paid Family and Medical Leave Act (PFMLA), as amended from time to time.

ARTICLE 25
BEREAVEMENT

SECTION 1: All full-time employees shall be granted up to three (3) days (up to eight hours pay per day at the employee's regular base hourly rate) excused absence upon the death of a member of the immediate family to make funeral arrangements, to attend the funeral, and to settle legal matters related to the death.

SECTION 2: Immediate family is defined as: spouse, parent, parent of current spouse, child, brother, sister, grandparent, grandchild, stepmother, stepfather, stepchild, stepbrother, stepsister, or another family member documented as living in the employee's home.

SECTION 3: If a death in the family occurs while the employee is on vacation, an employee will be permitted to reclassify their time off as bereavement time, up to a maximum of three days.

SECTION 4: An employee's manager may grant additional time off from work for the bereavement by allowing the employee to use his/her vacation, floating holidays, or an unpaid leave of absence in the manager's sole discretion.

ARTICLE 26
LEAVES OF ABSENCE

In addition to any other leave required by law or allowed by NCR policy, NCR may, in its sole discretion, grant an unpaid personal leave for legitimate personal reasons for up to 30 days, which may be extended by NCR in its sole discretion.

ARTICLE 27

JURY DUTY

SECTION 1: An employee who is required to serve on jury duty will be paid the difference between their regular base pay and the amount received as compensation for their services as a juror, up to sixty (60) working days in any calendar year.

SECTION 2: An employee serving on jury duty will be expected to work scheduled weekend shifts except when jury duty falls on a weekend.

SECTION 3: To qualify for jury duty pay, an employee must notify his/her manager of the jury duty obligation by submitting a copy of their jury duty summons to their manager as soon as they receive it, but in no event more than three (3) working days after they receive the summons.

ARTICLE 28
NEW HIRE UNION ORIENTATION

SECTION 1: The Union may participate in the Employer's new hire orientation for up to thirty minutes utilizing a video teleconferencing solution, such as Teams. The orientation will be scheduled to take place at a mutually agreeable time and on a mutually agreeable date. An Employer representative may participate in such orientation.

SECTION 2: The Employer will furnish the Union with the names and classifications of all bargaining unit employees no less than annually, provided that the Employer will furnish the Union with the name(s) and job classification(s) of new hires within thirty days of their hire.

ARTICLE 29
PROMOTIONS WITHIN THE BARGAINING UNIT

SECTION 1: Decisions regarding promotions will be made by the Employer in connection with the annual performance review process unless the Services General Manager (SGM) determines otherwise. The Employer will set the standards and requirements for determining when and if a promotion is warranted and a position is available. Those standards and requirements may be changed by the Employer.

SECTION 2: When an employee is interested in being considered for a promotion, the employee will inform their supervisor of their interest. The supervisor will inform the employee of the standards and requirements to be considered for a promotion and will update the employee from time-to-time on their progress.

SECTION 3: Employer will have no obligation to create additional positions in order to provide promotional opportunities.

SECTION 4: When an employee is promoted, they will be paid at least the minimum salary of the applicable promoted position.

SECTION 5: This Article will not be subject to the Grievance and Mediation Procedure or the Arbitration Procedure.

ARTICLE 30
WAGES

SECTION 1: Minimum and Maximum Start Rates

Effective the beginning of the full payroll cycle after ratification, the minimum and maximum start rates for the following job categories will be as follows:

| | Min. Annual Wage | Min. Hourly Wage | Max. Annual Wage | Max. Hourly Wage |
|----------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| CE 1: | \$38,000 | \$18.27 | \$45,000 | \$21.15 |
| CE 2: | \$45,001 | \$21.15 | \$55,000 | \$26.44 |
| CE 3: | \$55,001 | \$26.44 | \$70,000 | \$33.65 |
| CE Team Lead: | \$62,000 | \$29.81 | \$89,000 | \$42.79 |

- (a) Employees whose current salaries are below the new minimum start rates will accordingly receive an increase in their salary to the new minimum rate.
- (b) Employees whose current salaries are at or above the new minimum start rates will receive a Pay Positioning Adjustment (PPA) of a 3.0% increase to their current salary only if they were hired on or before January 1, 2021. It is further agreed that 1% of the Pay Positioning Adjustment (PPA) will be paid to the Union.
- (c) Current employees whose salaries exceed the maximum ranges will be grandfathered in.

SECTION 2: General Wage Increase Component

Beginning in April 2022, annual wage increases shall be determined as follows for all customer engineers who are actively employed within the bargaining unit as of the date on which any increase is effective as outlined below:

| First pay cycle in April 2022 | First pay cycle in April 2023 | First pay cycle in April 2024 | First pay cycle in April 2025 |
|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|
| 3.0% | 3.0% | 3.0% | 3.0% |

Employees will be paid the first full payroll cycle in April of a given year.

Employees who are inactive due to an approved leave will receive their increases when they actively return to work.

Employees who were hired on or before January 1, 2021, will be included in all General Wage Increases with the exception of April 2022.

SECTION 3: Pay for Performance Program

The company may at its discretion institute a pay for performance program for which customer service engineers in this bargaining unit may be eligible at the sole discretion of the company upon written request from the union.

- a. Nothing contained herein shall be construed to limit the Employer's right to amend or change, plan designs and/or costs plan payouts. The company at its discretion may discontinue the pay for performance program provided that any such amendment, change or discontinuance is equally applied to the non-represented non-exempt Customer Engineers employed in the Services Organization.
- b. Nothing herein shall be construed to subject any of the above-mentioned performance management program or plan administration to the Grievance/Arbitration Procedure contained in this Agreement.

SECTION 4: New Hires. New Hires shall start at or above the minimum rate based on the employer's determinations of its needs. However, new hire pay shall not exceed the maximum rate established in the table.

SECTION 5: Shift Premiums. NCR recognizes two levels of shift premium pay based on the scheduled start time of the employee's assigned shift.

- 3:00 pm through 10:59 pm – (\$1.70)
- 11:00 pm through 5:59 am – (\$2.00)

SECTION 6: Availability Schedules and Pay.

Employees will be assigned to an availability schedule for the purpose of determining who will respond to customer service calls outside of the scheduled work hours. Employees who are approved by management for time away from work, sick leave, or vacation are not required to identify a backfill nor will their inability to cover the availability be considered an attendance violation. All other employees who are not available as scheduled will be in violation of the attendance policy.

Employees may request that a co-worker with similar skills and abilities be allowed to cover their availability schedule. This request must be approved by management. However, the following persons cannot be requested to cover the availability:

- a. Employees who lack the necessary skills and abilities;
- b. Employees already assigned to cover time on the availability schedule;
- c. Employees currently out sick, on medical leave or in inactive status.

Availability pay at the Non-Scheduled Workday Rate applies when employees are assigned by management to respond to unscheduled customer service calls outside of their scheduled work hours.

Availability pay at the Scheduled Workday Rate applies when employees are scheduled to be available or request that a co-worker be allowed to cover their availability schedule due to a personal hardship or convenience. When on availability status for scheduled or non-scheduled reasons, employees will be expected to respond to the customer within fifteen (15) minutes on the phone and be at the customer's site within two (2) hours, or as specified by the customer.

Availability Pay shall be paid as follows:

- Availability Pay on Regularly Scheduled workday – (\$15.00)
- Availability Pay on Non-Scheduled workday – (\$37.50)

Any employee who is called out outside of his/her normal working hours or while on Availability will receive the greater of:

- a) Two (2) hours pay at the appropriate overtime rate; or
- b) The appropriate overtime rate for all authorized time worked.

Should an employee complete a call, return home, and subsequently receive a second call-out, he/she will receive the greater of:

- a) Two (2) hours pay at the appropriate overtime rate; or
- b) The appropriate overtime rate for all authorized time worked.

SECTION 7: Overtime.

Bargaining unit employees are paid at 1½ times their regular hourly rate of pay for all hours actually worked in excess of 40 hours per week. While Rhode Island law requires it, the Employer will pay employees working in Rhode Island 1½ times their regular rate of pay for all hours actually worked on Sunday within the state, provided however, there will be no pyramiding of time and one-half pay or other premium pay.

ARTICLE 31

VACATION

SECTION 1:

Vacation procedures will be governed by NCR Vacation policy. Current policy is summarized in the table below.

- (a) For current full-time employees, total annual vacation eligibility is based on years of service. Additional vacation weeks are awarded at the beginning of the year in which the employment anniversary date is celebrated.

| Years of Service | Annual Vacation Eligibility |
|-------------------------|------------------------------------|
| 1 to 4 | 2 weeks (80 hours) |
| 5 to 9 | 3 weeks (120 hours) |
| 10 to 23 | 4 weeks (160 hours) |
| 24 or more | 5 weeks (200 hours) |

- (b) All vacation time shall be used in the calendar year between January 1st and December 31st. Unused vacation time shall be lost.

ARTICLE 32
HOLIDAYS

SECTION 1: Holiday procedures will be governed by NCR Holiday policy. The Employer provides 13 paid holidays in the calendar year, six of which are designated as floating and seven of which are fixed. The fixed holidays are New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

SECTION 2: The Employer will pay employees working in Rhode Island 1½ times their regular rate of pay for all hours actually worked on Veterans Day, Victory Day, and Columbus Day. Employees do not also receive holiday pay on these days.

ARTICLE 33
GROUP INSURANCE BENEFITS

SECTION 1: The Group Insurance Benefits (life insurance, medical, and disability), and associated costs, current and as amended by the Employer from time-to-time, which are applicable to non-represented, non-exempt Customer Engineer employees, shall also be applicable to the employees covered by this Agreement.

SECTION 2: Nothing contained herein shall be construed to limit the Employer's right to amend or change, plan designs and/or costs of group insurance benefits or discontinue any of the above-mentioned benefits or plans provided that any such amendment, change or discontinuance is equally applied to the non-represented non-exempt Customer Engineers employed in the Services Organization.

SECTION 3: Nothing herein shall be construed to subject any of the above-mentioned benefits or plans or their administration to the Arbitration Procedure contained in this Agreement.

ARTICLE 34
NOTICE

SECTION 1: Unless otherwise designated in the Agreement, any notice required under the terms of this Agreement must be emailed by the Employer to the Union and by the Union to the Employer to the email address(es) last provided by the Employer to the Union and by the Union to the Employer

SECTION 2: It shall be the responsibility of the Employer and the Union, respectively, to update the other party about their current email addresses.

SECTION 3: All such notices shall be dated by an authorized representative of the party providing the notice.

ARTICLE 35
COMPLETE AGREEMENT

SECTION 1: This Agreement constitutes the entire agreement between the Employer and the Union. No deletion, understanding, change or amendment of any term or provision of this Agreement shall bind the Employer or the Union or be effective during the term of this Agreement, unless evidenced by a written document which has been signed and dated by the Employer and the Union. The Employer is not bound by any term or condition of employment, working condition, benefit or practice that is not expressly set forth in this Agreement.

SECTION 2: The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, neither Party shall have any further obligation to bargain over any subject or matter referred to in this Agreement or with respect to any subject or matter not specifically referred to in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the Parties at the time they negotiated this Agreement, provided that, upon request by the Employer, the Union will negotiate over changes to this Agreement or to any other terms and conditions of employment proposed by the Employer.

SECTION 3: The failure of the Employer to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement, shall not be considered as a waiver or relinquishment of the right of the Employer to future performance of any such term or provision, and the obligations to the Employer of such future performance shall continue in full force and effect.

ARTICLE 36
TERM OF AGREEMENT

SECTION 1: This Agreement shall take effect TBD shall remain in full force and effect until April 30, 2025, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, unless changed or terminated as set forth in Section 2.

SECTION 2: Either party may notify the other party of its desire to negotiate a new agreement with written notice by certified mail return receipt requested not more than ninety (90) days and not less than sixty (60) days before the date of expiration. This request should be sent to the attention of the Executive Director of Employee and Labor Relations or their supervision as the company representative and the International Representative for the IBEW or their supervision as the union representative.

SECTION 3: If such notice is given, the parties shall meet to exchange proposed amendments to be included in a renewal of the Agreement not less than forty-five (45) days before the expiration date of the Agreement. This Agreement may be extended by mutual agreement of both parties.

Executed on this ____ day of January _____, 2021.

NCR:

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 2222,
AFL-CIO:

Date: _____

Date: _____



SQDC Rewards

Rewarding and celebrating world-class service



New SQDC Rewards Launches January 1

We are excited to announce a change to the CE Rewards program. Effective January 1, 2022*, we will transition away the current Reach for the Stars 5 Star Rewards program and move to a program called **SQDC Rewards**. The program is called SQDC Rewards because, consistent with our operational metrics communicated in August 2020, we want our valued field services team members to focus on **Safety, Quality, Delivery and Cost** - in that order.

This is not just a rebranding based on the new operational metrics and priorities, but a significant and positive improvement in how we all share in the success of the business when we deliver world-class service to our customers.

The following are highlights of the new program:

- **Expansion of number of award winners per quarter from the top 25% of CEs to the top 75%.** There are three award levels (Platinum, Gold and Silver) and award amounts will vary based on performance compared to peers, but three times as many CEs will get some level of award as compared to the 5 Star program in place now.
- **Transition from points awards**, redeemable for merchandise or gift cards, **to cash awards** deposited directly into pay. To see the maximum amounts and levels of awards, click [here](#).
- The **Performance Rewards Payout amount is based on achieving 7-day Revisit Targets** set at district/country levels and communicated to the TMs and CEs in advance of the quarter. The percentage of the target reached for the quarter determines the percentage of the payout amount, from 100% to 0%. See sample scenarios [here](#).
- **Performance against all metrics**, as evaluated in relation to peers, determines the winners. Winner information will be **available in the CE Dashboard** in near-real time (weekly updates; however, metrics do lag by a week in some cases).
- For a listing of metrics and their definitions, click [here](#).

