

AGREEMENT BY AND BETWEEN  
XEROX STATE AND LOCAL SOLUTIONS  
AND  
COMMUNICATIONS WORKERS OF  
AMERICA, AFL-CIO  
EFFECTIVE JANUARY 1, 2015

# TABLE OF CONTENTS

Article 1—Preamble	3
Article 2—Recognition	3
Article 3—Management Rights	3
Article 4—Subcontracting	4
Article 5—Union Membership	4
Article 6—Grievance Procedure	5
Article 7—Binding Arbitration	7
Article 8—Federal and State Laws	8
Article 9—Non-Discrimination	8
Article 10—Discipline and Discharge	8
Article 11—Clean Desk Policy	8
Article 12—Attendance	9
Article 13—Corrective Action for Conduct and Performance Improvement Plan	12
Article 14—Non-ABC Compensation	13
Article 15—Activity Based Compensation	32
Article 16—Benefits	37
Article 17—Joint Conference Time	37
Article 18—Reduction in Force	37
Article 19—Bulletin Boards	39
Article 20—Bereavement Leave	40
Article 21—Holidays	40
Article 22—Vacations	41
Article 23—Paid Sick/Paid Time Off	37
Article 24—Seniority	44
Article 25—Union Leave	44
Article 26—Hours of Work	46
Article 27—Moving from Part-time to Full-time	46
Article 28—Jury Duty/Witness Leave	46
Article 29—Job Titles	47
Article 30—Transfers	48
Article 31—Military Leave	48
Article 32—Training and Education	48
Article 33—COPE	49
Article 34—No Strike/No Lockout	50
Article 35—Waiver	50
Article 36—Safety Committee	51
Article 37—Duration of Agreement	51
Appendix A—COPE form	52
Appendix B—Grievance form	53
Letter of Agreement E-ZPass@Home	55
Letter of Agreement Use of AUX in Correspondence	56

## ARTICLE 1—PREAMBLE

This Agreement is made and entered into effective the 1<sup>st</sup> day of January, 2013, by and between Xerox State & Local Solutions (hereinafter referred to as the “Company” or “Xerox”) and the Communications Workers of America, AFL-CIO (hereinafter referred to as the “National Union”). CWA Local 1102 will be referred to in this Agreement as the “Union.”

## ARTICLE 2—RECOGNITION

The Company recognizes the Communications Workers of America, AFL-CIO as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for all full-time and regular part-time Staten Island customer service representatives and clerks employed by the Company in its tag processing department, violations department, correspondence department, walk-in center, call center, receptionists and facilities clerks employed in the facilities department, monitor clerks refund coordinators, NSF coordinators, deposit coordinators, accounts payable coordinators, payroll coordinators, junior reciprocity analysts, work leaders, correspondence analysts, PA class mismatch transaction analyst, Port Authority violations bus analysts, Port Authority violations collections analysts, generic violations analysts, violations business account analysts, and Port Authority accounts analysts, (collectively referred to as the “Bargaining Unit”) employed by the Company at 1150 South Avenue, Staten Island, New York, but excluding all employees exempt by the National Labor Relations Act.

## ARTICLE 3—MANAGEMENT RIGHTS

The management of the site and the direction of the working force are vested exclusively in the Company, and except as limited by specific provisions of this Agreement, the Company shall continue to have all sole and exclusive rights customarily reserved to management, including the right to hire, promote, suspend, discipline, transfer or discharge for just cause; the right to create, define, expand, reduce, alter, combine, move, transfer, relocate or terminated any job, job content, job classification, job title, department, operation or service in the Bargaining Unit; the right to establish duties in connection with the creation of a job title/classification as the Company shall deem appropriate; the right to relieve employees from duty because of the lack of work or other proper reasons; the right to schedule operations, shifts, and all hours of work; the right to assign work and require overtime work; the right to select supervisory personnel and control their conditions of employment, and the right to establish rules pertaining to the operation of the site and permissible conduct of employees. The Company shall have the sole right to decide how work is accomplished, the quantity and quality of work required, as well as the methods of accomplishing any work. The Company also retains the right to close all or a portion of the site covered by the

Agreement or to sell, relocate, transfer work or in any other way to dispose of or alter such site and the work performed there.

The above mentioned management rights are not to be interpreted as being all-inclusive, but merely indicate the type of rights which belong to and are reserved to management. It is understood that any of the rights, power or authority the Company had prior to the signing of this Agreement are retained by the Company, except those specifically abridged or modified by the Agreement.

The Company's exercise of any such right in a particular way, shall not be considered a waiver of the Company's right to exercise such right in some other way no in conflict with the express provisions of this Agreement.

#### ARTICLE 4—SUBCONTRACTING

The Company can subcontract work, at its discretion, limited as follows:

1. Up to forty (40) full-time equivalent positions shall be assigned to a women-owned or minority-owned business contractor in order to allow the Company to work towards its contract-related goals. These individuals will remain employees of the contractor.
2. Temporary employees will also be used at the site in order to supplement the workforce when needed for work volume reasons, such as seasonality, and for specific projects requested by the clients that are not expected to result in regular employment positions. This use of temporaries is also designed to assist the Company in satisfying its contract related goals.
3. All new employees shall first be hired into the call center and walk-in center as temporaries, and if determined to have the requisite skills and abilities by the Company, will be converted to regular Company employees no later than the first day of the pay period following his/her 181<sup>st</sup> day of continuous temporary employment occurring after completion of their initial training. At no time should the initial training exceed twenty one days. The Company must notify the Union in writing when the employee has completed their initial training.

#### ARTICLE 5—UNION MEMBERSHIP

1. The Company and the Union agree that neither party will discriminate against an employee because of membership or non-membership in the Union.
2. An employee who chooses to become a member of the Union shall sign a membership card and may sign an authorization card for deduction of

dues and submit it to the Union. Thereafter, the Union will forward the authorization form to the Company and the Company shall deduct and remit the dues as set forth below. An authorization card for the deduction of dues may be revoked by an employee only by providing written notice to the Union prior to the effective date of this Agreement or during the fourteen (14) day period prior to the termination of the current or any subsequent Agreement and between December 26 and 31, 2015..

3. The Company shall deduct membership dues from the pay of each employee who has signed a dues deduction authorization card at the close of each pay period and remit the sum via electronic transfer to the Union. The Union shall inform the Company in writing of any changes in the amount of dues to be deducted and such change shall become effective within two (2) pay periods.
4. For ABC employees, the dues will be based upon an employee's "92" time, which will be considered that employee's base rate. For non-ABC employees, the dues will be based upon an employee's regular hourly rate.
5. With each transfer of dues, the Company shall provide the Union with the names, addresses, social security numbers, base hours of work per week for the period, base wages for the period, job titles, dates of hire, and amount of dues paid for each employee for whom dues are submitted.
6. The Union agrees to indemnify, defend, reimburse and hold the Company harmless against any claim, demand, suit, cost, expense, damages, or any other form of liability, including attorneys' fees, costs or other liability arising from or incurred as a result of any interpretation or action taken or not taken by the Company in complying with or carrying out the provisions of this Union Membership article, or in reliance on any notice, letter, or authorization forwarded to the Company by the Union pursuant to this article.

#### ARTICLE 6—GRIEVANCE PROCEDURE

Any dispute involving the meaning, interpretation or application of any provision of this Agreement shall be a grievance. The parties agree that reasonable measures will be taken to resolve any dispute before the filing of a formal grievance. Nothing in this Article shall be construed to deprive any employee or group of employees from presenting to the Company any complaint and to have such complaints adjusted without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement and provided the Union has been given the opportunity to be present at such adjustment.

If a dispute cannot be resolved, a grievance may be filed by either party and it shall be processed in accordance with the following procedure:

Step 1 All grievances must be reduced to writing and dated and signed by a Union or Company representative. Grievances must be presented within thirty (30) calendar days of the occurrence or knowledge of the event to the employee's supervisor or a Shop Steward. All grievances must be submitted on the form attached as Appendix B hereto and will contain all available facts giving rise to the grievance as well as the contractual provisions violated and the remedy sought. A form not completed in its entirety will not constitute a grievance and will not be processed under Article 6 or 7. The parties shall meet at Step 1 within ten (10) calendar days of the date the grievance is presented.

A written response will be submitted within ten (10) calendar days. If the dispute is not settled or resolved, it may be appealed to Step 2.

Step 2 A grievance not resolved in Step 1 may be appealed in writing to Step 2 within ten (10) calendar days after the date of the written response. If the Step 1 written response is not received within ten (10) calendar days, the grievance will be considered denied and may be appealed to Step 2. The parties shall meet at Step 2 within ten (10) calendar days of the date the grievance is appealed to Step 2. The written response to the grievance will be provided to the President of Local 1102 or the Staten Island HR Department within five (5) calendar days after the Step 2 meeting. If the dispute is not settled or resolved, it may be appealed to Step 3.

Step 3 A grievance not resolved in Step 2 may be appealed in writing by the National Union or the Company to Step 3 within ten (10) calendar days after the date of the written response. If the Step 2 written response is not received within ten (10) calendar days, the grievance will be considered denied and may be appealed to Step 3. The parties shall meet at Step 3 within fifteen (15) calendar days of the date the grievance is appealed to Step 3. The written response to the grievance will be provided to the CWA Staff Representative at the CWA District One offices, or to the Company's corporate Labor Relations representative, within ten (10) calendar days of the Step 3 meeting. If the dispute is not settled or resolved, it may be appealed to Binding Arbitration.

All time limits in this Article shall be strictly construed. Any grievance shall be considered as settled if not appealed to the next step within the time limits in this

Article. The time limits under the grievance procedure may be extended by mutual agreement of the parties.

#### ARTICLE 7—BINDING ARBITRATION

1. If a grievance has not been satisfactorily resolved during the Grievance Procedure, either the National Union or the Company may submit it to Binding Arbitration under this Article.
2. An appeal to arbitration must be presented in writing within thirty (30) calendar days of the response date in Step 3 of the Grievance Procedure to both the other party and to the American Arbitration Association (AAA). The parties will request a list of seven (7) arbitrators from the AAA and the parties will strike unacceptable arbitrators and rank the remaining arbitrators, returning the list to the AAA as requested by the AAA. The AAA will appoint the highest agreed upon arbitrator and inform the parties of the selection. If there is no mutually agreed upon arbitrator, the AAA will submit a list of five (5) additional names to the parties and each will indicate, by a date set by the AAA, of any reason why an arbitrator on the list should not be selected. After receiving the parties' reasons, the AAA will appoint an arbitrator and so inform the parties. The arbitration will not be conducted under the AAA rules.
3. Only one (1) grievance may be heard at each arbitration unless the parties mutually agreed to combine grievances. The arbitrator shall not have jurisdiction to add to, modify, vary, change or remove any terms of this Agreement. The decision of the arbitrator shall be in writing and shall be final and binding on the Company, the Union and the effected employees.
4. All fees, expenses and costs of the arbitration shall be borne equally by the parties. Each party shall bear its own costs related to the presentation of its case to the arbitrator.
5. All time limits shall be strictly construed. Any grievance shall be considered as settled if not appealed to Binding Arbitration within the time limits in this Article. The time limits under the Article procedure may be extended by mutual agreement of the parties.
6. In the event the Union issues a "no further action letter" to the grievant, and a timely appeal is filed by the grievant or the Local within the thirty (30) calendar day period set forth in paragraph 2, the Union may toll the running of the thirty (30) calendar day period by delivering to the Company a letter stating that the grievance is in the Union's internal appeal process. The time period shall be tolled from the date the Company receives said notice, so long as the thirty (30) day period has not yet expired, until the date the final appeal decision has been reduced to writing (the Tolling

Period). The Union shall notify the Company promptly in writing of the outcome of its internal appeal process. Once the Tolling Period ends, the Union will have the remainder of the thirty (30) day period, if any, within which to present a written demand for arbitration in accordance with paragraph 2. The Company shall not be liable for any damages, monetary payments, or other remedies which accrue during the Tolling Period.

#### ARTICLE 8—FEDERAL AND STATE LAWS

In the event that any valid Federal or State law, governmental order or final decision of any court of agency of competent jurisdiction specifically affects any one or more provisions of this Agreement, the provision or provisions so affected shall be amended to comply with such law, order or decision, and the other provisions of this Agreement will continue in full force and effect.

#### ARTICLE 9—NON-DISCRIMINATION

The parties agree that the provisions of this Agreement will be applied without discrimination because of race, color, creed religion, ancestry, national origin, age, gender/sex, marital status, sexual orientation, physical or mental disability, use of a guide dog or service animal, military/veteran status, citizenship status, or any other status protected by Federal or State law or local ordinance.

#### ARTICLE 10—DISCIPLINE AND DISCHARGE

1. Dismissals or other discipline shall be effected for just cause only and not for purposes of discrimination against any member of the Union.
2. The Union shall be notified within two (2) business days of all disciplinary action issued to Bargaining Unit employees.

#### ARTICLE 11—CLEAN DESK POLICY

1. The Company will continue the hours “buy back” program in the call center, also to be referred to as the Clean Desk Policy, with no changes.
2. In the correspondence center and device exchange department (tags), when the Company, in its sole discretion, determines that employee may be excused from work early, the Company will offer employees working in specific areas or on specific tasks the right to leave early voluntarily. When such offer is made, any employee to whom the offer is made may leave early. The Company also has the discretion to offer certain numbers of employees in other departments the ability to leave early on a first come voluntary basis.



3. Employees who are approved to leave early will not be charged with an attendance occurrence and will not be paid for the time after clocking out. An employee's exercise of the option to leave early will not affect an employee's entitlement to benefits.

## ARTICLE 12—ATTENDANCE

Effective upon ratification, the following provisions shall apply to all bargaining unit employees.

1. All absences are viewed on a “no fault” basis. This means that the Company will consider infractions that do not fit the definition of an excused absence as absenteeism, without passing judgments on the merits of the absence. The HR department has the discretion to consider extenuating/extreme circumstances when appropriate and exercise such discretion to waive the issuance of points. Such discretion shall not be exercised more than once per quarter per employee. The exercise or failure to exercise discretion shall not be subject to the grievance and arbitration procedure and will not be used or introduced in any grievance or arbitration proceedings.
2. Excused absences—the following are considered excused absences and will not be counted as absenteeism:
  - a. Paid Sick Leave
  - b. Pre-approved time off (paid or unpaid);
  - c. Approved Family and Medical Leave (or state equivalent) or other approved medical or sick leave;
  - d. Jury Duty;
  - e. Witness Duty;
  - f. Military Leave
  - g. Union Leave;
  - h. Bereavement Leave;
  - i. Time off resulting from a work-related injury;
  - j. Lack of work (with Company approval);
  - k. Special Circumstances—in the event of weather, traffic or other uncontrolled event, the Company reserves the right to make exceptions to this procedure. All exceptions to this procedure will be announced as soon as practicable and will apply to all affected employees. Employees who are unable to get to work on time when a state of emergency is declared in New York City shall have points waived.
3. Point System: Each unscheduled absence, tardy, extended lunch or break, or no call/no show event is given a point value, and a running total is maintained for each employee. This running total tracks activity over a

rolling twelve (12) month period to determine if disciplinary action is necessary. The company will provide clearly visible clocks in work areas and the cafeteria tied to the FEPS clock, which will govern for attendance purposes. Employees will be required to clock in at their workstations. The points for each activity are:

Activity	Points
<p>Absence: an unexcused absence for 1 day or missing scheduled work time by 4.01 hours or more. After 2 consecutive full days missed, additional consecutive days caused by the same illness as the first two days will not incur additional points.</p>	1
<p>Tardy: a tardy consists of missing scheduled work start time by 5 minutes or more. The calculation is based on FEPS log in time.</p> <ul style="list-style-type: none"> <li>● 5 to 30 minutes</li> <li>● 30 minutes or more</li> </ul>	<p>.25 .50</p>
<p>Extended lunch: each employee has a scheduled lunch. An extended lunch consists of taking more time than the scheduled lunch by 5 minutes or more.</p> <ul style="list-style-type: none"> <li>● 5 minutes to 2.00 hours</li> <li>● 2.01 hours to 4.00 hours</li> <li>● 4.01 hours or more</li> </ul>	<p>.50 .75 1</p>
<p>Early Departure: An early departure is defined as an employee leaving prior to the end of the scheduled shift without first notifying her/her Supervisor or another member of management, and obtaining that member of management's approval in advance.</p> <ul style="list-style-type: none"> <li>● 5 minutes to 2.00 hours</li> <li>● 2.01 hours or more</li> </ul> <p>The first instance of leaving early without having obtained management's approval in advance may result in a Final Warning unless the employee has two (2) or more attendance points in which case termination may result. Two such instances within a rolling twelve (12) month period may result in immediate separation of employment.</p>	<p>.75 1</p>
<p>No call/No show (NCNS): the first instance of failure to call in no later than two (2) hours after an employee's scheduled start time to report an absence from work may result in a Final Warning unless the employee already has three (3) or more attendance points in which case termination may result. Two such instances within a rolling twelve (12) month period or three (3) consecutive days of NCNS will result in immediate termination.</p>	3

4. Corrective Action: An employee with excessive absenteeism during any rolling twelve (12) month period will be subject to corrective action based upon the employee's total number of points as follows:
  - a. Verbal Warning: A Verbal Warning will be issued when an employee attains two (2) attendance points in a rolling twelve (12) month period.
  - b. Written Warning: A Written Warning will be issued after an employee attains three (3) attendance points in a rolling twelve (12) month period.
  - c. Final Warning: A Final Written Warning will be issued when an employee attains four (4) attendance points in a rolling twelve (12) month period.
  - d. Termination of Employment: If an employee attains a total of five (5) or more points, two (2) NCNS events, or three (3) consecutive NCNS days in a rolling twelve (12) month period, the result will be termination of employment.
5. Discipline for attendance and work performance will progress separately.
6. Critical days: Where attendance on particular days is critical to meeting requirements, the Company will count an unexcused absence on those days as double points. Upon fourteen (14) days written notice the Company may designate a specific day as constituting a Critical day under this paragraph. Every day after an approved Company Holiday is a Critical day. At no time should the total number of critical days in the call center in a calendar year exceed forty (40).
7. Pattern of behavior: Repeated occurrences of tardy arrivals, leaving early, extended lunches, or absences that appear to represent a pattern of behavior shall be reviewed outside these guidelines by the Company and may result in further corrective action up to and including termination of employment.
8. Twelve (12) month rolling period example: If an employee receives one (1) point for an absence on September 3, that one (1) point will drop off twelve (12) months later on September 2.
9. Upon ratification of this Agreement, employees on any level of disciplinary action for attendance will remain on the same level of discipline, the number of points will be cut in half, and all points will drop off twelve (12) months after the date the points were received.
10. The Company reserves the right to develop a perfect attendance award in order to encourage better attendance. The Company agrees to provide the Union with thirty (30) days written notice of implementation of the

award and upon the Union's request to discuss the program prior to implementation.

#### ARTICLE 13—CORRECTIVE ACTION FOR CONDUCT AND PERFORMANCE IMPROVEMENT PLANS

The following are the steps in the corrective action and disciplinary process for all infractions except those covered by the Attendance provisions. Discipline for attendance and work performance will progress separately. For purposes of the issuance of corrective action, all rules applicable to XEROX STATE & LOCAL SOLUTIONS, INC. also apply with regard to the E-Z Pass agencies. The severity of the infraction will determine on which step of discipline an employee will be placed.

1. Verbal discussion. The purpose of this step is to correct a performance/disciplinary problem by discussing it with the employee. The employee will be told the specific problem in terms of actual performance versus desired performance/goals/objectives. All verbal discussions will be documented in an employee's file. Verbal Discussions will remain active for six (6) months.
2. First Written Warning. The purpose of this step is to correct an additional or serious or recurring performance/disciplinary problem by documenting it in writing on an Employee Contact Form (ECF) that should include the performance problem, clearly stated goals/objectives to improve performance, a timeframe for the expected improvement, and consequences of not complying. First Written Warnings will remain active for nine (9) months.
3. Final Written Warning. The purpose of this step is to correct an additional or serious performance/disciplinary problem or because a performance or disciplinary issue has become more serious and has not been resolved by verbal discussion or first written warning. It will be documented in writing on an Employee Contact Form (ECF) that should include the performance problem, clearly stated goals/objectives to improve performance, a timeframe for the expected improvement, and the consequences of not complying. Final Written Warnings will remain active for nine (9) months.
4. Termination. Termination occurs because a serious infraction justifying termination has been committed or when all previous steps/efforts have been exhausted and there is no change or change not significant enough in the employee's performance/behavior to warrant continued employment.
5. Improvement Plan (IP). An employee with below average performance within the employee's department may be placed on an Improvement Plan

(IP). The supervisor will communicate to the employee the minimum requirements for his/her IP. Employees who have quality scores lower than B for two consecutive months will be placed on an IP for no less than three (3) months. An IP will consist of monthly performance reviews, coaching, training and feedback mechanisms as is appropriate for each situation. An employee who does not satisfactorily complete the IP will be subject to termination. Employees who successfully complete the IP must maintain the department average level of production and/or B quality for three (3) months or will be subject to termination.

#### ARTICLE 14—NON-ABC COMPENSATION

At the beginning of the first pay period following ratification employees who are not on ABC will be eligible for merit increases as follows:

Exceeds Expectations	2.25%
Meets Expectations	2.00%
Below Expectations	0%

Performance reviews will be conducted in the first quarter of 2015 and 2016. The results will be reviewed with employees and merit planning recommendations made in the second quarter of 2015 and 2016. Merit increases will be effective at the beginning of the first pay periods in July of 2015, and July of 2016.

Work leaders in device exchange, walk in center, call center and correspondence, and CSRs in the walk in center, all finance employees in the bargaining unit, correspondence analysts, correspondence escalation work lead and call center monitors will be eligible for RBC payments as follows.

1. Eligibility
  - a. For employees in departments with daily SLAs, if the SLA falls between sixty percent (60%) and seventy five percent (75%) more than two (2) times in the RBC incentive period, the potential incentive will reduced by fifty percent (50%). For employees in departments with monthly SLAs, if the incentive is not met, the potential incentive will be reduced by fifty percent (50%).
  - b. Employees must be in good standing with regard to overall performance. Work leads will not be eligible for the incentive if the work lead has an active formal written warning (above a verbal counseling) for failing to meet the minimum requirements of his/her position which includes, but is not limited to, violations of policy, failing to meet standards or failing to address safety, performance or policy violations. This does not include counseling for failing to

adhere to attendance standards as this is included as a component of the incentive program.

- c. Employees must work at least sixty five percent (65%) or more of the business days during the RBC incentive period unless they were scheduled time off due to vacation, bereavement, union leave and jury duty.

2. Device exchange work leaders:

- a. Work to be measured—the following activities will be measured for monthly incentives:

I	Productivity	Average team productivity rate is as follows -providing the work flow allows. 175 tags per hour 39 Nixie address updates per hour 45 Nixie flags per hour 400 return tags sort and batch per hour 350 return tags removed from account per hour
II	Adherence to Personal Schedule	No more than two (2) attendance occurrences (an occurrence shall mean receiving a point or fraction of a point under Article 12 of this Agreement) in the RBC incentive period. If an employee’s only two occurrences are for being tardy for thirty (30) minutes or less, this criteria is satisfied.
III	Accuracy and Customer Service	No clerks receive quality ratings of “C” or “D” during review period.
IV	Ongoing Team Communication	All scheduled meetings were prepared with an agenda, administered according to schedule and notes posted within two (2) business days.
V	Counseling and Development	Work leader sits with each employee once a month to discuss performance and document the discussions on Monthly Review Forms.

Incentive	Monthly Pay out
5 out of 5 above	20% of Base Pay
4 out of 5 above	10% of Base Pay
3 out of 5 above	No payout
2 out of 5 above	No payout
1 out of 5 above	No payout

- b. Production will be tracked through the team production logs.
  - c. Attendance adherence will be tracked through attendance records and FEPS records.
  - d. Accuracy and customer service will be reviewed every pay period (every two (2) weeks) by the QA department. QA review may also be done on a department level, at the Company's discretion.
  - e. For team communication, meetings must be held on schedule and minutes must be posted on time.
  - f. Counseling and coaching sessions will be measured by completion of Monthly Review Forms demonstrating sessions were actually held.
3. Walk in center work leaders:
- a. Work to be measured—the following activities will be measured for monthly incentives:

I	Accuracy – Financial transactions	90% or more of CSR's must meet or exceed financial achievement goal.
II	Accuracy – Non-Financial transactions	90% or more of CSR's must meet or exceed non-financial achievement goal.
III	Superior Customer Service	Downstate stores reach standard 95% of the time based on daily adherence per individual WIC.
IV	Attendance	No more than two (2) attendance occurrences (an occurrence shall mean receiving a point or fraction of a point under Article 12 of this Agreement) in the RBC incentive period. If an employee's only two occurrences are for being tardy for thirty (30) minutes or less, this criteria is satisfied.

Incentive	Monthly Pay out
4 out of 4 above	20% of Base Pay
3 out of 4 above	10% of Base Pay
2 out of 4 above	No payout
1 out of 4 above	No payout

- b. Production will be tracked through the adherence report.
  - c. Quality will be reviewed every four (4) weeks.
  - d. The quality rating will be every four (4) week period based upon the chart in a. above.
4. Call center work leaders:
- a. The following work will be measured for monthly incentives:

I	CSR Productivity	Will be given thirty (30) minutes each month to conduct a team meeting when an agenda is submitted one (1) day in advance. Minutes must be submitted five (5) days after holding the meeting. Submit accurate monthly agent performance by the established due date for the month.
II	Adherence to Help Desk Schedule	90% or above adherence to Help Desk schedule. ACW is not to exceed a monthly average of 1 minute and 10 seconds
III	Accuracy and Superior Customer Service	95% or Better Quality Review Score – Includes calls between Lead and CSR's
IV	Team Adherence and Monthly Meetings	Improve overall adherence of your team. Component will be rewarded provided the overall team adherence average is 92% or better.
V	Help Desk Service Level	Service level to the Help Desk to be seventy two and on-half percent (72.5%) or above during the RBC incentive period (calls must answered within forty five (45) seconds.)
VI	Adherence	No more than two (2) attendance occurrences (an occurrence shall mean receiving a point or fraction of a point under Article 12 of this Agreement) in the RBC incentive period. If an employee's only two occurrences are for being tardy for thirty (30) minutes or less, this criteria is satisfied.

Incentive	Monthly Pay out
6 out of 6 above	20% of Base Pay
5 out of 6 above	15% of Base Pay
4 out of 6 above	8% of Base Pay
3 out of 6 above	No payout
2 out of 6 above	No payout



1 out of 6 above	No payout
------------------	-----------

- b. Production tracking shall be through the IEX and CMS Reporting Systems
- c. Quality Criteria/Rating Guidelines:
  - i. Incentive Pay – 95% or above Quality Rating
  - ii. Independent Call monitoring from QA on interactions with customers and representatives
  - iii. Accurate information provided during escalation
  - iv. Use of effective and positive customer service skills.
  - v. Quality will be reviewed every two pay periods.

d. Other Incentive Pay Rates:

Activity	Rate
100% CSRs on team receive an “A” rating for a pay period	\$50.00 paid at the end of the RBC incentive period

5. Walk in center CSRs:

- a. Work to be measured—the following activities will be measured for monthly incentives:

I	CSR Quality and Accuracy - Financial	No more than 3 transaction errors in a 4 week period
II	CSR Quality and Accuracy - Production	No more than 3 transaction errors in a 4 week period
III	Productivity -Superior Customer Service	Based on total customer count CSR’s will be expected to service a percentage of total customers. An appropriate percentage will be defined by the supervisor based on total number of customers
IV	Adherence to Schedule	No more than two (2) attendance occurrences (an occurrence shall mean receiving a point or fraction of a point under Article 12 of this Agreement) in the RBC incentive period. If an employee’s only two occurrences are for being tardy for thirty (30) minutes or less, this criteria is satisfied.

Incentive	Monthly Pay out
4 out of 4 above	20% of Base Pay
3 out of 4 above	10% of Base Pay
2 out of 4 above	No payout
1 out of 4 above	No payout

- b. Production will be tracked through the adherence report.
- c. Quality will be reviewed every pay period (every two (2) weeks)
- d. The quality rating will be a monthly score.
- e. Other Incentive Pay Rates:

Activity	Rate
Mentoring/Coaching	\$25.00 Month

6. Finance—Accounts Payable:

- a. Work to be measured—the following activities will be measured for 4 week incentives:

I	Quality and Accuracy	No more than 3 errors in a 4 week period
II	Productivity - Timeliness	All deadlines met
III	Extras	Special projects, going the extra mile
IV	Adherence to Schedule	No more than two (2) attendance occurrences (an occurrence shall mean receiving a point or fraction of a point under Article 12 of this Agreement) in the RBC incentive period. If an employee's only two occurrences are for being tardy for thirty (30) minutes or less, this criteria is satisfied.

Incentive	Monthly Pay out
4 out of 4 above	20% of Base Pay
3 out of 4 above	10% of Base Pay
2 out of 4 above	No payout
1 out of 4 above	No payout

- b. Production will be tracked according to the evaluation report.

- c. Quality will be reviewed daily or as function is completed and reviewed.
- d. The quality rating will be a monthly score.

7. Finance—Payroll

- a. Work to be measured—the following activities will be measured for 4 week incentives:

I	Quality and Accuracy	No more than 3 errors in a 4 week period. Payroll must be processed with no errors.
II	Productivity - Timeliness	All deadlines met.
III	Extras	Special projects, going the extra mile
IV	Adherence to Schedule	No more than two (2) attendance occurrences (an occurrence shall mean receiving a point or fraction of a point under Article 12 of this Agreement) in the RBC incentive period. If an employee's only two occurrences are for being tardy for thirty (30) minutes or less, this criteria is satisfied.

Incentive	Monthly Pay out
4 out of 4 above	20% of Base Pay
3 out of 4 above	10% of Base Pay
2 out of 4 above	No payout
1 out of 4 above	No payout

- c. Production will be tracked by the evaluation report.
- d. Quality will be reviewed daily or as the function is completed and reviewed.
- e. The quality rating will be a monthly score.

8. Finance—Reciprocity

- a. Work to be measured--the following activities will be measured for 4 week incentives:

I	Quality and Accuracy	No more than 3 errors in a 4 week period.
II	Productivity - Timeliness	All deadlines met.
III	Extras	Special projects, going the extra mile

IV	Adherence to Schedule	No more than two (2) attendance occurrences (an occurrence shall mean receiving a point or fraction of a point under Article 12 of this Agreement) in the RBC incentive period. If an employee's only two occurrences are for being tardy for thirty (30) minutes or less, this criteria is satisfied.
----	-----------------------	--

Incentive	Monthly Pay out
4 out of 4 above	20% of Base Pay
3 out of 4 above	10% of Base Pay
2 out of 4 above	No payout
1 out of 4 above	No payout

- b. Production will be tracked by the evaluation report.
- c. Quality will be reviewed every pay period (every two (2) weeks).
- d. Quality will be based upon a monthly score.

9. Finance—Jr. Reciprocity Analyst

- b. Work to be measured—the following activities will be measured for 4 week incentives:

I	Quality and Accuracy	No more than 3 errors in a 4 week period. Settlements must be reconciled, Summary reports updated with no errors.
II	Productivity - Timeliness	All deadlines met.
III	Extras	Special projects, going the extra mile
IV	Adherence to Schedule	No more than two (2) attendance occurrences (an occurrence shall mean receiving a point or fraction of a point under Article 12 of this Agreement) in the RBC incentive period. If an employee's only two occurrences are for being tardy for thirty (30) minutes or less, this criteria is satisfied.

Incentive	Monthly Pay out
4 out of 4 above	20% of Base Pay
3 out of 4 above	10% of Base Pay
2 out of 4 above	No payout
1 out of 4 above	No payout

- b. Production will be tracked by the evaluation report.
- c. Quality will be reviewed every pay period (every two (2) weeks).
- d. Quality will be based on a monthly score

10. Finance—Refunds

- a. Work to be measured—the following activities will be measured for 4 week incentives:

I	Quality and Accuracy	No more than 3 errors in a 4 week period.
II	Productivity - Timeliness	All deadlines met. After completion of the time study being conducted at the Finance-Refunds department the Company will set productivity goals and the productivity goals shall become a component of II. Productivity-Timeliness. The Company shall meet with the Union to discuss how they set the goals before they become effective. Six (6) months after the goals go into effect, if employees in the department are not meeting the criteria at least fifty percent (50%) of the time the Company agrees to meet with the Union to adjust production goals.
III	Extras	Special projects, going the extra mile
IV	Adherence to Schedule	No more than two (2) attendance occurrences (an occurrence shall mean receiving a point or fraction of a point under Article 12 of this Agreement) in the RBC incentive period. If an employee's only two occurrences are for being tardy for thirty (30) minutes or less, this criteria is satisfied.

Incentive	Monthly Pay out
4 out of 4 above	20% of Base Pay
3 out of 4 above	10% of Base Pay
2 out of 4 above	No payout
1 out of 4 above	No payout

- b. Production will be tracked by the evaluation report.
- c. Quality will be reviewed every pay period (every two (2) weeks).
- d. Quality will be based on a monthly score

11. Finance—Deposits

- a. Work to be measured—the following activities will be measured for 4 week incentives:

I	Quality and Accuracy	No more than 3 errors in a 4 week period.
II	Productivity - Timeliness	All deadlines met.
III	Extras	Special projects, going the extra mile
IV	Adherence to Schedule	No more than two (2) attendance occurrences (an occurrence shall mean receiving a point or fraction of a point under Article 12 of this Agreement) in the RBC incentive period. If an employee's only two occurrences are for being tardy for thirty (30) minutes or less, this criteria is satisfied.

Incentive	Monthly Pay out
4 out of 4 above	20% of Base Pay
3 out of 4 above	10% of Base Pay
2 out of 4 above	No payout
1 out of 4 above	No payout

- b. Production will be tracked by the evaluation report.
- c. Quality will be reviewed every pay period (every two (2) weeks).
- d. Quality will be based on a monthly score

12. Finance—Bank reconciliation

- a. Work to be measured—the following activities will be measured for 4 week incentives:

I	Quality and Accuracy	No more than 3 errors in a 4 week period.
II	Productivity - Timeliness	All deadlines met.
III	Extras	Special projects, going the extra mile

IV	Adherence to Schedule	No more than two (2) attendance occurrences (an occurrence shall mean receiving a point or fraction of a point under Article 12 of this Agreement) in the RBC incentive period. If an employee's only two occurrences are for being tardy for thirty (30) minutes or less, this criteria is satisfied.
----	-----------------------	--

Incentive	Monthly Pay out
4 out of 4 above	20% of Base Pay
3 out of 4 above	10% of Base Pay
2 out of 4 above	No payout
1 out of 4 above	No payout

- b. Production will be tracked by the evaluation report.
- c. Quality will be reviewed every pay period (every two (2) weeks).
- d. Quality will be based on a monthly score

13. Finance—NSF

- a. Work to be measured—the following activities will be measured for 4 week incentives:

I	Quality and Accuracy	No more than 3 errors in a 4 week period.
II	Productivity - Timeliness	All deadlines met.
III	Extras	Special projects, going the extra mile
IV	Adherence to Schedule	No more than two (2) attendance occurrences (an occurrence shall mean receiving a point or fraction of a point under Article 12 of this Agreement) in the RBC incentive period. If an employee's only two occurrences are for being tardy for thirty (30) minutes or less, this criteria is satisfied.

Incentive	Monthly Pay out
4 out of 4 above	20% of Base Pay
3 out of 4 above	10% of Base Pay
2 out of 4 above	No payout
1 out of 4 above	No payout

- b. Production will be tracked by the evaluation report.
- c. Quality will be reviewed every pay period (every two (2) weeks).
- d. Quality will be based on a monthly score

14. Finance—chargeback

- a. Work to be measured—the following activities will be measured for 4 week incentives:

I	Quality and Accuracy	No more than 3 errors in a 4 week period.
II	Productivity - Timeliness	All deadlines met.
III	Extras	Special projects, going the extra mile
IV	Adherence to Schedule	No more than two (2) attendance occurrences (an occurrence shall mean receiving a point or fraction of a point under Article 12 of this Agreement) in the RBC incentive period. If an employee's only two occurrences are for being tardy for thirty (30) minutes or less, this criteria is satisfied.

Incentive	Monthly Pay out
4 out of 4 above	20% of Base Pay
3 out of 4 above	10% of Base Pay
2 out of 4 above	No payout
1 out of 4 above	No payout

- b. Production will be tracked by the evaluation report.
- c. Quality will be reviewed every pay period (every two (2) weeks).
- d. Quality will be based on a monthly score

15. Violation Analyst

- a. Work to be measured—the following activities will be measured for incentives:

I	Productivity	Component will be rewarded provided deadlines on daily tasks and those tasks deemed additional work are met.
II	Adherence to personal	No more than two (2) attendance occurrences (an



	attendance	occurrence shall mean receiving a point or fraction of a point under Article 12 of this Agreement) in the RBC incentive period. If an employee's only two occurrences are for being tardy for thirty (30) minutes or less, this criteria is satisfied.
III	Accuracy and customer service	Component will be awarded provided all reports and other requested items are accurate and readily available to the client or internal customers and all SLAs are met during the RBC period.
IV	On-going team communication	Component will be awarded provided bi-monthly meetings were prepared for (agenda), held according to schedule, and task list + minutes posted within 2 business days.*
V	Development & succession planning	Component will be awarded provided consistent self-development plan is evidenced via registration and updated completed statuses for classes/training provided via the Xerox university employee site each month.

Incentive	Quarterly Pay out
5 out of 5 above	20% of Base Pay
4 out of 5 above	10% of Base Pay
3 out of 5 above	No payout
2 out of 5 above	No payout
1 out of 5 above	No payout

- b. Backlog and production will be tracked via email confirmation, JIRA updates and the task list.
- c. Attendance adherence will be tracked with attendance records and manager's tracking.
- d. Accuracy and customer service will be tracked by monthly QA, performance reports, QA dept., and client feedback.
- e. For team communication, meetings must be held on schedule and minutes must be posted on time.
- f. Counseling and coaching sessions will be measured by completion of Monthly Review Forms demonstrating sessions were actually held.
- g. Development and succession planning will be measured by reports that must include goals and objective achieved in relation to

personal development along with the name of the employee and job function trained and will be tracked by employee survey.

16. Court Analyst

- a. Work to be measured—the following activities will be measured for incentives:

I	Productivity	Component will be rewarded provided deadlines on daily tasks and those tasks deemed additional work are met.
II	Adherence to personal attendance	No more than two (2) attendance occurrences (an occurrence shall mean receiving a point or fraction of a point under Article 12 of this Agreement) in the RBC incentive period. If an employee's only two occurrences are for being tardy for thirty (30) minutes or less, this criteria is satisfied.
III	Accuracy and customer service	Component will be awarded provided all applications are accurate and readily available to the client and analyst is adequately prepared to witness in all court proceedings. Settlements are to be deposited within 48 hours of receipt and logged.
IV	On-going team communication	Component will be awarded provided bi-monthly meetings were prepared for (agenda), held according to schedule, and task list + minutes posted within 2 business days.
V	Development & succession planning	Component will be awarded provided consistent self-development plan is evidenced via registration and updated completed statuses for classes/training provided via the Xerox university employee site each month.

Incentive	Quarterly Pay out
5 out of 5 above	20% of Base Pay
4 out of 5 above	10% of Base Pay
3 out of 5 above	No payout
2 out of 5 above	No payout
1 out of 5 above	No payout

- b. Production will be tracked via email confirmation and the task list.
- c. Attendance adherence will be tracked with attendance records and manager's tracking.
- d. Accuracy and customer service will be tracked by client feedback.
- e. For team communication, meetings must be held on schedule and minutes must be posted on time.
- f. Counseling and coaching sessions will be measured by completion of Monthly Review Forms demonstrating sessions were actually held.
- g. Development and succession planning will be measured by reports that must include goals and objective achieved in relation to personal development along with the name of the employee and job function trained and will be tracked by employee survey.
- h. Current task items must be updated every three (3) days.

17. Correspondence work leaders:

- a. Work to be measured—the following activities will be measured for monthly incentives:

I	Productivity	Component will be rewarded provided the average productivity rate of the Workleader team is not less than 10/hour.
II	Adherence to personal attendance	No more than two (2) attendance occurrences (an occurrence shall mean receiving a point or fraction of a point under Article 12 of this Agreement) in the RBC incentive period. If an employee's only two occurrences are for being tardy for thirty (30) minutes or less, this criteria is satisfied.
III	Accuracy and customer service	Component will be awarded provided no clerks receive any "C's" or "D's" for the QA review period.
IV	On-going team communication	Component will be awarded provided all scheduled meetings were prepared for (agenda), administered according to schedule, and minutes posted within 2 business days.

V	Counseling & development	Component will be awarded provided the workleaders ensure that all clerks are sat with once per month to discuss their performance. These meetings will be documented on Monthly Review Forms.
---	--------------------------	--

Incentive	Monthly Pay out
5 out of 5 above	20% of Base Pay
4 out of 5 above	10% of Base Pay
3 out of 5 above	No payout
2 out of 5 above	No payout
1 out of 5 above	No payout

- b. Backlog/Production will be tracked through Vector 4, various queries and reports, such as Crystal Reports.
  - c. Attendance will be tracked through department attendance records and FEPS records.
  - d. Accuracy and customer service will be reviewed every pay period (every two (2) weeks) by the QA department. QA review may also be done on a department level, at the Company's discretion.
  - e. For team communication, meetings must be held on schedule and minutes must be posted on time.
  - f. Counseling and coaching sessions will be measured by completion of Monthly Coaching Forms demonstrating sessions were actually held.
18. Correspondence Analyst:
- a. Work to be measured—the following activities will be measured for monthly incentives:

I	Productivity	The analyst must approve all sample files within standard (attached document) and update all reports pertaining to these sample files as approvals are given. In addition, all monthly invoices must be reviewed
II	Adherence to personal attendance	No more than two (2) attendance occurrences (an occurrence shall mean receiving a point or fraction of a point under Article 12 of this Agreement) in the RBC incentive period. If an employee's only two occurrences are for being tardy for thirty

		(30) minutes or less, this criteria is satisfied.
III	On-going Team Communication	Component will be awarded provided the analyst meets with the management team once per month (using an agenda prepared by the analyst). This meeting must primarily consist of current issues/problems that management should be aware of.
IV	Training & Development	Component will be awarded provided consistent self-development plan is evidenced via registration and updated completed statuses for classes/training provided via the Xerox university employee site each month.
V	Quality	Component will be awarded provided the clients nor upper management, nor a customer find any errors in mailings that the analyst previously reviewed and approved.

Incentive	Monthly Pay out
5 out of 5 above	20% of Base Pay
4 out of 5 above	10% of Base Pay
3 out of 5 above	No payout
2 out of 5 above	No payout
1 out of 5 above	No payout

- b. Productivity will be measured by sample file review by management and email confirmations to the mail house.
- c. Attendance will be tracked through department attendance records and FEPS records.
- d. Team Communication will be measured once minutes are posted. Content and date will be recorded.
- e. Training and Development will be measured by confirmation of completion e-mails from “the system” to the manager, and/or certificates of completion provided by the analyst.
- f. Quality: Outbound letter files will be reviewed by management. If the analyst does not catch an error that is caught by management, or the client, or called out by a customer; this component will not be granted if this is the case.

19. Correspondence Escalation Work Lead:

- a. Work to be measured—the following activities will be measured for monthly incentives:

I	Accuracy and Superior Customer Service	All subpoenas are delivered by the requested deadline; if deadline cannot be met for any valid reason(s), extension dates must be requested from the client(s).
II	Productivity	Component will be rewarded provided deadlines are met on daily tasks unless extraordinary volume occurs, or technical issues occur. E-mail tracking is separate from this component.
III	Adherence to Personal Attendance	No more than two (2) attendance occurrences (an occurrence shall mean receiving a point or fraction of a point under Article 12 of this Agreement) in the RBC incentive period. If an employee's only two occurrences are for being tardy for thirty (30) minutes or less, this criteria is satisfied.
IV	Individual Component	Component will be awarded provided the Workleader either resolves or at minimum, responds to each e-mail received.
V	Extras	In acting as "back-up" to specialty tasks (Bankruptcy, Non-Revenue), the Workleader must act as back up and remain within standard.

Incentive	Monthly Pay out
5 out of 5 above	20% of Base Pay
4 out of 5 above	10% of Base Pay
3 out of 5 above	No payout
2 out of 5 above	No payout
1 out of 5 above	No payout

- a. Accuracy and Customer Service: Deadlines for subpoenas will be tracked by incoming e-mails (from the clients) and/or Subpoena Cover Sheets (internal), which both contain due dates.

- b. Productivity: Deadlines for tasks other than subpoenas will be tracked by the request type. Service Requests can be tracked in the system by Received Date and Closed Date, with the processor indicated by clerk id #. E-mails can be tracked by date and time stamp of request and of e-mail confirming completion. Vector can also be looked into, providing the task was a Vector based assignment.
- c. Attendance will be tracked through department attendance records and FEPS records.
- d. Individual Component: This will be tracked by e-mail date and time stamps. In most cases, if an item remains unresolved, the requestor (internal, customer or client) will inform us. We will go back to the e-mails and ensure the Workleader processed within standard for that item.
- e. Extras (“Going the extra mile”): All Specialty items are tracked in the department or at minimum can be tracked via Vector history. We will measure the backup work in the same manner we measure the primary processor’s work, by using Vector for time stamps, and client feedback.

20. Call Center Monitor:

- a. Work to be measured—the following activities will be measured for monthly incentives:

I	Productivity	Ensure CSR skillsets are changed accordingly to meet the Daily SLA for each queue; make scheduled test calls to the IVR at appropriate intervals; submit a daily random recap report of at least ten (10) CSR calls to the call center management team for review.
II	Quality	Daily snapshot MTA report must be accurate; all written correspondence, including emails, must be accurate.
III	Timeliness	Submit daily snapshot report to the MTA at 10:30am and 3:30pm; report any phone or data related issues immediately by either calling Level 1 or completing the Track-It form; reporting of excessive CSR ACW, Personal/Break Times to appropriate Supervisor; notifying call center management of the queue at any half hour interval under the 80% objective
IV	Adherence to Monitoring	Ninety two percent (92%) or above overall adherence to Monitoring Schedule.

	Schedule	
V	Attendance	No more than two (2) attendance occurrences (an occurrence shall mean receiving a point or fraction of a point under Article 12 of this Agreement) in the RBC incentive period. If an employee's only two occurrences are for being tardy for thirty (30) minutes or less, this criteria is satisfied.

Incentive	Monthly Pay out
4 out of 4 above	20% of Base Pay
3 out of 4 above	10% of Base Pay
2 out of 4 above	No payout
1 out of 4 above	No payout

#### ARTICLE 15—ACTIVITY BASED COMPENSATION

1. Non work leader employees in the call center, correspondence and device exchange (tags) departments will be on ABC Pay. This article sets forth in its entirety all elements that constitute an employee's compensation under the ABC program, effective on the dates below.
  - a. Effective the beginning of the first pay period after ratification, the transaction rates for call center shall be:

Activity/Task	Rate per transaction
GENERAL CALLS	\$0.9800
VIOLATIONS CALLS	\$1.0800
BUSINESS CALLS	\$0.8700
RETAIL SALES CALLS	\$1.1300
AFTER CALL WORK (PER SECOND)	\$0.0040
SPANISH CALLS	\$1.2000
TOLL BILLS	\$1.1000

- b. Effective the beginning of the first pay period following ratification the transaction rates for correspondence shall be:

Activity/Task	Rate per transaction
ACCT. UPDATE DEMOGRAPHICS	\$1.10295
ACCT. UPDATE PAYMENT INFO	\$1.10295
ACCT. UPDATE PLANS	\$1.10295
ACCT. UPDATE VEHICLES	\$1.22265
DISPUTE FEE	\$1.22265



DISPUTE PAYMENT – PARKING	\$1.10295
DISPUTE PAYMENT - REPLENISHMENT	\$1.22265
FULFILLMENT APPLICATION	\$1.10295
FULFILLMENT BAG	\$1.10295
FULFILLMENT –FULFILLMENT	\$1.10295
FULFILLMENT PROFILE	\$1.10295
FULFILLMENT SCREWS	\$1.10295
FULFILLMENT STRIPS	\$1.10295
MAIL HOUSE REQUEST	\$1.10295
REQUEST COMMUTER PLAN	\$1.10295
REQUEST PLAN	\$1.10295
REQUEST STATEMENT - ARCHIVE	\$1.22265
REQUEST STICKER	\$1.22265
REQUEST TAG	\$1.10295
REQUEST TAG - L/S REPLACEMENT	\$1.10295
REQUEST TAG SPECIFIC PLAN	\$1.10295
STATEMENT QUESTIONS	\$1.22265
STATEMENT REQUEST	\$1.10295
SUBPEONA	\$1.63026
ACCT. CLOSURE BUSINESS	\$1.46205
ACCT. CLOSURE NON-REV	\$1.63026
ACCT. CLOSURE PENDING	\$1.63026
ACCT. CLOSURE PRIVATE	\$1.46205
APP. STATUS BUSINESS	\$1.63026
APP. STATUS PRIVATE	\$1.63026
APPLICATION BUSINESS	\$1.63026
APPLICATION NON-REVENUE	\$1.63026
APPLICATION PRIVATE	\$1.63026
DISPUTE PLAN	\$1.63026
DISPUTE TOLL	\$1.63026
DISPUTE TOLL – AWAY	\$1.63026
DISPUTE TOLL – BUSINESS	\$1.63026
REQUEST GREEN PLAN	\$1.63026
REQUEST SIR STICKER	\$1.22265
DISPUTE VIO LICENSE PLATE	\$1.22265
DISPUTE VIO TAGGED	\$1.22265
DISPUTE VIO TRANSFER RESPONSIBILITY	\$1.22265
DISPUTE VIO SPEED APPEAL	\$1.22265
FETOR	\$0.5434
Sort SR	\$0.05420
Bankruptcy	\$1.95624
PA Car Pool	\$1.63026
Refund -Open Account	\$1.46205
MTA PRIORITY / NON REVENUE	\$1.49435

MTA STANDARD / NON REVENUE	\$1.49435
NY STANDARD / NON REVENUE	\$1.49435
NYSBA PRIORITY / NON REVENUE	\$1.49435
NYSBA STANDARD / NON REVENUE	\$1.49435
NY PRIORITY / NON REVENUE	\$1.49435
NY12	\$1.46205
DISPUTE VIO LICENSE PLATE	\$1.22265
DISPUTE VIO SPEED APPEAL	\$1.22265
DISPUTE VIO TAGGED	\$1.22265

- c. Effective the beginning of the first pay period following ratification the transaction rates for the device exchange department (tags) shall be:

Activity/Task	Rate per transaction
PRIVATE – TAG ASSIGNMENT/PACKING	\$0.07
76 REPORT	\$0.23
NIXIES – UPDATING ADDRESSES	\$0.30
NIXIES – SETTING NIXIE FLAG	\$0.21
RETURN TAGS – SORTING AND BATCHING	\$0.03
RETURN TAGS – REMOVING FROM ACCOUNT	\$0.03
PROGRAMMING – NON-PRIVATE TAGS	\$.0533
PRIVATE FME TAG ASSIGNMENT/PACKING	“92” time
BUSINESS TAG ASSIGNMENT/PACKING	“92” time

- d. If the average hourly rate for Bargaining Unit employees in a specific department changes by a difference of at least ten (10%) per pay period that persists over four (4) consecutive pay periods, the Company will adjust the ABC rates, for that specific department, as required in order to bring the average hourly rate for that specific department to the same hourly rate, or as close as can be reasonably expected, that existed in the prior four (4) pay periods before the ten percent (10%) change.
- e. The Company will give the Union and employees two (2) pay periods notification of any changes. During that time period the Union and the Company will meet to discuss the reason(s) for the change and how the new rates were established.
- f. Quality Assurance and Production Requirements
- i) Employees will receive the percentage of the ABC transaction rates as follows:

- a) 110% of the ABC transaction rate for “A” quality work and 100% or more of the production requirement;
- b) 100% of the ABC transaction rate for “A” or “B” quality work and at least 80% but less than 100% of the production requirement;
- c) 90% of the ABC transaction rate for “A”, “B” or “C” quality work and at least 60% but less than 80% of the production requirement; and
- d) 70% of the ABC transaction rate for “A”, “B”, “C” or “D” quality work and less than 60% of the production requirement.

The Company will provide the Union and employees fourteen (14) days’ written notice of the production requirements prior to the requirements going into effect.

- ii) The Company may institute the use of a customer satisfaction survey program in order to allow customer feedback on employee interactions. As a result of customer feedback, the Company may review the particular transaction to commend an employee or offer constructive feedback and/or training. The Company may issue corrective disciplinary actions or improvement plans if, upon review of the call, actions are identified which if identified in a normal QA call would result in disciplinary action or issuance of an improvement plan. The Company will provide the union with thirty (30) days’ notice of its intent to use the program in accordance with this subparagraph.
- g. An employee who disagrees with his/her quality ratings shall inform his/her supervisor in writing as soon as possible, but in no event more than seven (7) calendar days after the rating is made that the employee disputes. The supervisor will review the basis for the rating and, if in disagreement with Quality Assurance, may change the employee’s rating. If no change is made or the employee continues to dispute the rating, the employee may appeal in writing within five (5) days to the department manager. The department manager will review the basis for the rating and, if in disagreement with Quality Assurance, may change the employee’s rating. If no change is made or the employee continues to dispute the rating, the employee may appeal in writing within five (5) days to the senior operations manager. The senior operations manager will review the basis for the rating, and if in disagreement with Quality Assurance, may change the employee’s rating. The senior operations manager’s decision shall be final. Any time period shall be extended by the Company if the employee is ill or on vacation.

- h. "92" time is an employee's average hourly rate for the past three (3) pay periods and is paid for non-transactional time. For verification of employment and benefit calculations, a quarterly average is used, instead of a three (3) pay period average. Unless provided otherwise in another provision of this Agreement, "92" time shall be paid for training, company meetings, and when an employee works in another department on a temporary basis.
- i. "99" time is paid for non-productive time. The rates for "99" time are the following:

Effective the first pay period following ratification:

<u>Department</u>	<u>Rate</u>
Call Center Employees	\$14.25
Device Exchange Employees	\$14.25
Correspondence Employees	\$15.25

Effective the beginning of the first pay period in January 2016:

<u>Department</u>	<u>Rate</u>
Call Center Employees	\$14.50
Device Exchange Employees	\$14.50
Correspondence Employees	\$15.50

- j. No employee on ABC pay will earn less than the following rates:

<u>Time Period</u>	<u>Rate</u>
Beginning the first pay period after ratification	\$10.20
Beginning the first pay period in January 2016	\$10.40

Temporary employees who convert to become regular Xerox Services employees will not earn less than \$11.50 per hour for the first three (3) pay periods after they are converted.

- k. Employees who are required to "mentor" shall receive their "92" rate for time spent "mentoring."
2. The Company will continue to use calibration meetings and the Business Process Committee to encourage discussion of transaction rates and potential changes.

## ARTICLE 16—BENEFITS

During the term of this Agreement, all benefit plans will be provided to employees covered by this Agreement and their dependents as applicable, in the same manner as to the non-bargaining unit employees. The Company will offer healthcare benefits to eligible employees in 2015 and 2016. The Company agrees to notify the Union of any changes in such plans that would decrease the benefits therein, but the selection of insurance carriers, the establishment of all terms and conditions and administration of the benefit plans shall be the sole responsibility of the Company, and such matters will not be subject to bargaining, grievance and arbitration or other legal challenge. The following benefits are currently offered:

- Healthcare Plan(s)
- Vision Plan
- Dental Plan
- Short-Term Disability
- Long-Term Disability
- Supplemental Accident Injury
- Supplemental Critical Illness
- Supplemental Hospital Indemnity
- Life Insurance
- Accidental Death & Dismemberment Insurance
- Legal
- 401(k) Savings Plan

## ARTICLE 17—JOINT CONFERENCE TIME

When a Union steward participates in the grievance procedure or represents an employee in an investigatory interview or meets with management to resolve a grievance (“joint conference time”), the Company shall pay such employee “92” time for time within the employee’s regular shift that is not worked because the employee is engaged in joint conference time. Unless otherwise agreed to in advance, the Company shall not pay more than one (1) employee for joint conference time for any single grievance or investigatory interview.

## ARTICLE 18—REDUCTION IN FORCE

### 1. Notice of Elimination of Position

The Company shall determine when to eliminate a job position. The Company shall give the Union thirty (30) days’ notice prior to eliminating any position represented by the Union. Such notice shall be in writing and delivered to the President of CWA Local 1102 and shall include the names, titles, net credited service dates of all employees in the affected position(s).

### 2. Notice of Reduction in Force.

The Company shall determine when it is necessary to reduce its workforce. The Company shall give the Union thirty (30) days' notice prior to a reduction in force. Such notice shall be in writing and delivered to the President of CWA Local 1102 and shall include the names, titles, and net credited service dates of all employees in the affected position(s) or work groups.

3. Order of Reduction in Force

- a. Prior to the reduction of any Company employees, the Company will release any temporaries working in the same department as the specific affected position with the specific intent of transitioning to permanent employees, so long as to do so does not negatively impact the Company's attempts to achieve its minority and women owned business goals as required by the Company's contracts.
- b. Part-time employees working in the same cost center as the specific affected position will be laid off after individuals set forth in subparagraph (a).
- c. Should the need for reduction in force exist after laying off individuals in subparagraphs (a) and (b), full-time employees in the same department as the specific affected position will be laid off in accordance with the following:
  - (i) Employees on final warning;
  - (ii) Employees with the lowest productivity in the department;
  - (iii) Employees with quality ratings of D;
  - (iv) Employees with quality ratings of C;
  - (v) Employees with quality ratings of B; and,
  - (vi) Employees with quality ratings of A.

So long as the tasks performed in a department remain similar, similar measurements will be used to measure productivity in the department for each reduction in force.

The productivity measurements that will be used by each department using productivity to determine the order of layoff shall be:

Call Center: Call per hour based on the individual's queue

Correspondence: SRs processed/hour

Device Exchange: tag assignment/packing per hour

Walk-In Center: average number of customers/day and error rate

Finance: For Refunds and NSF clerks—number of transactions processed

Should the tasks performed in a department change which would affect the performance measures used to determine layoff order, the Company shall notify the Union in writing of any changes in the productivity measurements.

Departments without productivity measures listed and without quality scores will lay off based upon i) then in inverse order of seniority.

Inverse order of seniority will also apply as a tiebreaker within each of the above categories (i) through (vi).

4. Recall

An employee is eligible for recall to the position from which the employee was laid off for one (1) year after the date of the employee's layoff. Employees are responsible for informing the Company of any change in address or phone number during this one (1) year time period. If the Company cannot contact an employee because of the employee's failure to update the Company regarding the change of address of phone number, the employee shall lose recall rights. Employees will be recalled in inverse order in which said employees were laid off. The Company will send any employee who is to be offered recall a certified letter setting forth the day the employee is to report to work. If the employee does not contact the Company by the close of the fifth (5<sup>th</sup>) business day following receipt of the certified letter, the employee will be deemed to have waived all recall rights.

5. The parties agree that this provision covers any and all effects that a reduction in force may have on any Bargaining Unit employees and no further bargaining or agreement is required prior to implementation of a reduction in force.

#### ARTICLE 19—BULLETIN BOARDS

1. The Company agrees to provide, at no cost to the Union, space to erect a two locking bulletin boards of approximately 30 by 30 inches. The bulletin boards will be provided by the Union and erected by the Company in mutually agreeable locations.

2. The bulletin boards are to be used exclusively by the Union for posting notices concerning official Union business or other Union related matters. The Union agrees that if anything is posted on a bulletin board that is considered by the Company to be derogatory to any individual or organization, the Union agrees to remove such posted matter and if it fails or refuses to do so, such matter may be removed by the Company.
3. The Union agrees to provide the Company a key to each of the bulletin boards, which will be used only in the event the Company cannot locate a steward or contact the President of CWA Local 1102.

#### ARTICLE 20—BEREAVEMENT LEAVE

1. The Company shall provide up to three (3) days off with pay when there is a death in the employee's immediate family. Additional time off may be allowed at the supervisor's discretion, and if granted, may be taken as vacation or unpaid leave time. Employees must provide proof of death and relationship upon request.
2. Immediate family is defined as children, brother (in-law), sister (in-law), parents (in-law), grandparents (in-law), grandchildren, step or half relationships, legal guardians, any blood relative residing with the employee, as well as a spouse or domestic partner and any of the above mentioned relatives of a spouse or domestic partner. Other paid time off (i.e., vacation) may be used for the death of anyone not set forth in this subparagraph.
3. When death occurs during an employee's vacation, the employee shall be entitled to reinstatement of three days of vacation to use in accordance with the vacation provisions of this Agreement.
4. If the death occurs on a weekend, the employee is still entitled to the three (3) scheduled work days off for participating in funeral activities.

#### ARTICLE 21—HOLIDAYS

1. Employees are entitled to paid holidays as determined and approved by the Company's clients. Employees are currently granted ten (10) observed and paid holidays, generally on the following days:
  - New Year's Day
  - Dr. Martin Luther King Day
  - President's Day
  - Memorial Day
  - Independence Day
  - Labor Day



- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

The Company will publish a list of the dates on which approved holidays will be observed prior to the end of any calendar year after receiving approval from its clients. If the clients change the dates of observed holidays, the Company will inform the Union of the change in writing within three (3) days of receiving such notice from the clients.

2. Employees may not begin or end their employment on a paid holiday unless they are actually at work on that day. An employee cannot terminate their employment on a holiday. If an employee does not return to work following a holiday, the effective termination date will be the last day worked preceding the holiday.
3. In order to receive holiday pay, the employee must work the last scheduled shift before the holiday and the first scheduled shift after the holiday or have had approved time off in advance. If an employee is off work due to illness the last shift before the holiday or the first shift after a holiday, a doctor's statement may be required in order for any time to be paid.
4. If a regular employee is required to work on an observed holiday, the employee will receive holiday pay as well as pay for time worked on the holiday.
5. If an employee is mandated to work a regularly scheduled day off during a week in which a Holiday occurs, all hours worked by the employee on that regularly scheduled day off will be paid at overtime rates. The employee may choose to work a full eight (8) hour shift if mandated for a four (4) hour shift.

## ARTICLE 22—VACATIONS

1. Vacation Allowance
  - a. Eligibility—a vacation shall be earned in accordance with the following:

HRS PER DAY	5 YRS OR LESS (10 DAYS)	5-9 YRS (15 DAYS)	10-19 YRS (20 DAYS)
30 hrs/6 hrs per day	accrues 2.31 hrs pp	accrues 3.46 hrs pp	accrues 4.62 hrs pp
32.5 hrs/6.5 hrs per day	accrues 2.50 hrs pp	accrues 3.75 hrs pp	accrues 5.00 hrs pp
35 hrs/7 hrs per day	accrues 2.69 hrs pp	accrues 4.04 hrs pp	accrues 5.38 hrs pp
37.5 hrs/7.5 hrs per day	accrues 2.88 hrs pp	accrues 4.33 hrs pp	accrues 5.77 hrs pp
40 hrs/8 hrs per day	accrues 3.08 hrs pp	accrues 4.62 hrs pp	accrues 6.15 hrs pp

- b. The calendar year, for purposes of determining vacation, shall begin on January 1 and end on December 31. All employees will be required to use all vacation time in the calendar year accrued. Once an employee has scheduled vacation, the Company cannot deny the employee his/her vacation for any reason. In cases of emergencies, the Company may request that the employee reschedules his/her vacation.
- 2. Non-ABC employees will receive their normal hourly rates during vacation time. ABC employees will be paid their "92" time rate during vacation time.
- 3. A Company-recognized holiday shall not be counted as a day of vacation when:
  - a. Such holiday occurs during an employee's schedule for a calendar week which is taken on vacation.
  - b. A vacation period of less than a calendar week is adjacent to such holiday within an employee's work schedule for that week.
- 4. An employee shall be entitled to use the annual vacation hours not yet accrued up to the maximum of one-half (1/2) of the employee's vacation entitlement only if the employee executes the following agreement to have the amount of any used, but unearned, time that has been taken from the employee's final check upon termination:
 

"I request to use \_\_\_ hours of Vacation time, worth \$\_\_\_\_\_, which is not yet accrued. I hereby agree that if, at the time of my termination, this amount, or any part of the amount, has not yet been accrued, it will be deducted from my final paycheck. If the total due is more than my final paycheck, I will pay the amount outstanding within ten (10) business days. If the Company has to bring legal action in order to collect the any amounts due, I understand agree that I will have to reimburse the Company for all costs and attorneys' fees incurred in collecting the amounts due.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_"
- 5. When the Company is closed on a regularly scheduled work day and all employees are paid for that day, no employee will be charged with scheduled vacation time for that day, and the employee may rescheduled that vacation day for a future date in accordance with Company procedure.
- 6. Employees will be able to utilize two (2) of their vacation days in two (2) hour increments pursuant to the following limitations:

- a. Employees may use increments of 2, 3, 4, 5, 6, 7 or 8 hours.
  - b. Except for unanticipated matters such as family emergencies, the employee must notify the Company and receive approval to use vacation no later than two (2) hours prior to the start of an employee's shift.
  - c. Such increments may be used for same-day or mid-shift early leave use only with department manager or assistance manager approval.
  - d. For unanticipated matters such as family emergencies, the employee must notify the Company as soon as possible. If a manager or supervisor is not available to the employee because the work day has not yet begun, the employee must leave a message of the need for Paid Time off and the reason on the Company attendance line. If the employee's reason is an unanticipated matter, the Paid Time off will be approved. Failure to inform the Company as required or to leave without approval will result in an attendance occurrence consistent with the attendance policy. The Company may ask for documentation to support the unanticipated need for leave.
  - e. The use of such increments is not subject to subparagraph 4 and can be used only if already accrued. In instances where an employee did not have accrued vacation time for an unanticipated matter but submits documentation to support the emergency need for leave, the leave will not result in an attendance occurrence but will count towards their two (2) day allotment under Paragraph 6.
7. The Company shall post a vacation schedule in each department/center on January 1<sup>st</sup> for that calendar year. The schedule shall indicate what days are currently available for employees to schedule vacation. The Company shall update the calendar whenever a day is no longer available.
8. In the walk-in center, requests for vacation made prior to January 1<sup>st</sup> for the following calendar year will not be denied because of an employee's requirement to work Saturdays. This includes a request to schedule consecutive weeks of vacation.

#### ARTICLE 23—PAID SICK/PAID TIME OFF

1. The parties agree that all employees will be provided with Paid Sick/Paid Time Off and that the pursuant to § 20-916 of the New York City Earned Sick Time Act the remaining provisions of that Act are waived.
2. Paid Time Off is accrued at the rate of 3.08 hours per pay period for full time employees up to a maximum of one hundred ninety two (192) hours up to eighty (80) hours can be carried over to the next calendar year. Any

carried over hours count toward the one hundred ninety two (192) hour maximum.

3. Paid Time off is accrued at the rate of one (1) hour for each thirty (30) hours worked for part time employees up to a maximum of forty (40) hours. No hours will be carried over to the next calendar year.
4. An employee shall be entitled to use the annual Paid Sick/Paid Time Off not yet accrued up to the maximum of forty (40) hours per calendar year only if the employee executes the following agreement to have the amount of any used, but unearned, time that has been taken from the employee's final check upon termination:

"I request to use \_\_\_ hours of Paid Sick/Paid Time off, worth \$\_\_\_\_\_, which is not yet accrued. I hereby agree that if, at the time of my termination, this amount, or any part of the amount, has not yet been accrued, it will be deducted from my final paycheck. If the total due is more than my final paycheck, I will pay the amount outstanding within ten (10) business days. If the Company has to bring legal action in order to collect the any amounts due, I understand agree that I will have to reimburse the Company for all costs and attorneys' fees incurred in collecting the amounts due.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### ARTICLE 24—SENIORITY

Seniority shall consist of the length of continuous service with the Company and shall be accrued from the date of hire. When two (2) or more employees are hired on the same date, the last four digits of the Social Security Number will be used to establish the ranking. The employee with the lowest number will be considered the most senior. In the event the last numbers are identical, the preceding number having a different value will be the tie breaker.

#### ARTICLE 25—UNION LEAVE

1. The Union will keep the Company fully informed, in writing, on a current basis, of all local Union officers, Union stewards, or Union representatives, including committee members, who may be designated with the responsibility of representing the Union regarding the administration of the Agreement. This includes informing the Company the names and committees of which employees are members. The number of committee members shall not exceed one (1) employee per committee.

2. Subject to the provisions of paragraphs 3 through 6 below, employees who are authorized representatives of the Union as designated per paragraph 1, will be excused without pay or granted leaves of absence without pay, at the request of an authorized officer of the Union, to attend to the business of the Union.
3. Requests for time off for Union leave must be submitted in writing to the Union representative's supervisor at least one (1) calendar week in advance. In determining whether to grant such requests, the Company shall give due consideration to the service requirements as determined by the Company, the requests for time off from other employees, and its ability to replace the Union representatives' services.
4. Except as set forth in paragraph 8, time off for Union activities under this section will be limited to no more than one hundred twenty (120) hours per Union representative.
5. No more than fifty percent (50%) of the designated representatives may be granted Union Leave at any one time, unless the request for leave is to attend training by the Union. No more than two (2) days per calendar year, all of the designated individuals may be on leave at the same time for Union training.
6. Any employee that is excused from work for Union Business under this section, regardless of whether it is with or without pay, will maintain his/her category of employment and will not lose any benefits provided for in this Agreement.
7. Upon becoming Xerox employee, each such employee will be introduced by a supervisor to the appropriate Union steward and/or Local 1102 representative and will have up to thirty (30) minutes to confer with the employee. The new employee shall be paid at their regular rate of pay for this time if non-ABC and if on ABC pay shall be paid at the "99" time rate. Such meeting shall occur within a reasonable time frame of the employee's entry into the Bargaining Unit.
8. Employees who have been selected to be a member of one of the Local's committees shall be granted a maximum of one (1) day for Union leave per quarter, except that employees assigned to the Election or By-laws committees will be granted Union leave as required to perform their duties on these committees. At no time shall there be more than two (2) employees on Union leave at the same time for the reasons stated in Paragraph 8.

## ARTICLE 26—HOURS OF WORK

1. Full time employees are defined as employees regularly scheduled a minimum of thirty (30) hours per week.
2. When a shift opens up employees within the department may bid for the shift and the most senior employees will be assigned that shift. Employees may submit a bid only if they have been in their current shift for a minimum of three (3) months. This three (3) month limitation shall not apply if an employee submits written documentation, satisfactory to the Company, of a reasonable need to bid for another shift, such as a documented change in child care schedules.
3. At least two (2) weeks prior to the change of an employee's schedule, notice of the schedule change will be given to the affected employee(s) and shall include the starting and ending time of each of the shifts making up the scheduled workweek.
4. If, during the week for which schedules have been established, the Company determines unexpected absences or business needs necessitate a change in the posted schedule, the Company will reassign schedules by first seeking volunteers and then assigning employees by inverse seniority.
5. The Company may offer Alternate Work Schedules (AWS), such as four (4) day work weeks on a volunteer basis, based upon employees' skills and abilities. In cases where the employees' qualifications are substantially equal, the most senior employee will be selected.

## ARTICLE 27—MOVING FROM PART-TIME TO FULL-TIME

Employees who move from a regular part-time position to a regular full-time position will be entitled to full-time benefits in accordance with the terms of the applicable policy or plan.

## ARTICLE 28—JURY DUTY/WITNESS LEAVE

An employee called to jury duty will be allowed time off and will be paid the difference between jury duty pay and pay for her or her regularly scheduled time at either his or her actual hourly rate for non-ABC employees or at the "92" time rate for ABC employees for time actually spent on jury duty up to a maximum of twenty (20) days per calendar year. Time spent on jury duty will not be considered time worked for the purpose of overtime compensation.

An employee who is required to appear because he or she is subpoenaed by a court be allowed time off and will be paid for his or her regularly scheduled time

at either his or her actual hourly rate for non-ABC employees or at the “92” time rate for ABC employees for time actually spent waiting to testify or testifying up to a maximum of fifteen (15) calendar days per year. Time spent on witness leave will not be considered as time worked for the purpose of overtime compensation.

Employees must give seventy-two (72) hours’ notice of the need for jury duty/witness leave and may be asked for documentary proof of serving as a juror or witness. Failure to provide the documentary proof within three (3) work days will result in the employee being ineligible for jury duty/witness leave and subject the employee to an attendance occurrence. If an employee is selected for jury duty, the employee must immediately inform their supervisor of how long the trial is expected to last and on what days the trial will occur.

#### ARTICLE 29—JOB TITLES

1. Should the Company make significant change(s) in the job duties of a job title set forth in the Recognition clause of this Agreement or creates a new job title to perform work under either the MTA E-ZPass, NYSTA E-ZPass or PANYNJ E-ZPass contracts in the call center, correspondence, walk-in center, device exchange, facilities, violations, or finance department, it shall notify the National Union in writing of such changes and/or such new title and shall furnish to the National Union a description of the duties and proposed initial wage rate for such job title(s) or the revised rate(s) for an existing position. A significant change or change(s) to an existing position shall be understood to include new, different, or additional tasks which require three (3) or more hours of the position’s tasks each work day.
2. The initial rate for a new task or a task constituting a significant change to an existing job title shall be at least equivalent to the lowest ABC payment in the job classification in which the change occurs. The initial rate for a new job title shall be \$14.00/hour.
3. Within ninety (90) days from the Union’s receipt of the notice required by paragraph 1 from the Company, the parties will begin negotiations concerning the wage rate.
4. If negotiations are so initiated and agreement is reached between the parties the new wage rate will take effect at the beginning of the pay period following the agreement.
5. If no agreement is reached and the parties have negotiated to impasse on the wage rate, the Company’s final offer will be implemented.

## ARTICLE 30—TRANSFERS

1. Any and all job openings within the bargaining unit will be posted at the Staten Island facility and on the intranet to which employees have access and a copy will be emailed to CWA Local 1102 President. Employees shall have the opportunity to apply for such open positions as long as they are not on a Final Written Warning. An employee on an IP can only apply for openings in a different department. Employee(s) shall be selected to fill such open position(s) in seniority order so long as the employee(s) are qualified to perform the work. Should a less senior employee be selected on the basis of qualifications, any senior employee passed over and determined not to be qualified shall be notified, in writing, of the qualifications(s) the employee lacks. No open position within the Bargaining Unit shall be filled by anyone outside the Bargaining Unit unless Bargaining Unit employees have been given seven (7) business days to apply and no qualified Bargaining Unit employees apply for the position.
2. Any and all forced transfers out of a department will be done in inverse order of seniority.
3. When the Company determines it has a need to “loan” employees from one center/department to another for seasonal reasons, it shall canvass for volunteers for the temporary assignment and select the most senior volunteer. If the Company has assignments in a center/department which will exceed a period of ten (10) days, if a department can loan employees without impacting the ability to meet SLAs, the Company shall canvass for volunteers for those assignment and select the most senior volunteer. When the Company determines there is no longer a need for the temporary transfer the employee will return to his/her previous position. Employees on a Final Written Warning or IP are not eligible to for these temporary assignments.

## ARTICLE 31—MILITARY SERVICE

The Company will abide by all applicable laws and regulations for employees on, and returning from, Military Leave as well as with applicable laws and regulations for employees who have family members who are covered service members who are called to, on, or returning from Military Leave.

## ARTICLE 32—TRAINING AND EDUCATION

The Company and the Union recognize that a well-trained and educated workforce benefits both parties.



1. If the Company requires any employee to participate in formal training, the costs of such training shall be borne by the Company and any and all time spent by the employee(s) enrolled in such training shall be paid either as "92" time for ABC employees or at the employee's regular hourly rate and in all respects be treated as working time. Training shall be offered first based upon an employee's job assignment, i.e., department or specialty queue, then in order of seniority.
2. The Company shall provide training to employees should there be a technological or process change that alters the skill level required for the employee(s) to perform his/her/their job(s). Training will be offered first based upon an employee's job assignment, i.e., department or specialty queue, then in seniority order, except in the case where all in the department will be getting the training within a fixed period of time.
3. The Company may establish voluntary training or self-study programs designed to assist employee(s) in learning to perform a different job function or to learn new and/or additional skills. Any such programs shall be conducted outside regular working hours, shall be voluntary and without prejudice to employees who choose not to participate, shall not involve any productive work and shall be unpaid. Such programs shall be open to all employees.
4. The Company shall reimburse employee(s) who have at least one (1) year of service with the Company up to \$4,000 per calendar year for the cost of tuition and books for any class taken at any accredited college or university if the course is job-related or could advance an employee's career with the Company. In order to be reimbursed, the employee must notify the Company at the time of enrollment and provide documentation upon completing the class. Reimbursement will require a grade of "C" or above.

#### ARTICLE 33—COPE

The Company agrees to make deductions for the IUE-CWE COPE Political Action Committee for all employees who voluntarily sign the authorization for the IUE-CWA COPE Political Action Check-off form attached as Appendix A to this Agreement.

1. Deductions in the amount designated by the employee shall be paid to the "IUE-CWA COPE" together with a list showing the names of the employees from whose pay deductions were made by the tenth (10<sup>th</sup>) of the month following the previous month's deductions via electronic payment through the ACH network to an account designated by the Union.

2. Employees may revoke their authorization by signing the proper “Stop Deduction for the IUE-CWA COPE Political Action Committee” form. Deductions will stop beginning the first pay period of the month following receipt of notice of revocation.

#### ARTICLE 34—NO STRIKE/NO LOCKOUT

There shall be no strike, sympathy strike, walkout, picketing, concerted refusal to report for work, slowdown, sit down, boycott or any other interruption of work by the Union or by any employee during the term of this Agreement. The Company agrees not to lock out during the term of the Agreement. Furthermore, it is understood that no union officer, representative nor agent may authorize, encourage, or assist in any picketing, strike or concerted work stoppage in the Company’s facilities or on any premises of the Company, nor will the Union or its officers, representatives, or agents participate in, counsel or induce any concerted interruption of work. This clause also specifically prohibits any employee from refusing to report for work or refusing to work due to the existence of a picket line. The Company will use its best efforts to work with its landlord to set up a reserve gate if there is a picket line at the site.

#### ARTICLE 35—WAIVER

The parties agree that this Agreement contains their full and complete understanding and that any prior practices, benefits or oral agreement are superseded by the terms of this Agreement. The parties agree that any policy or practice maintained by Xerox State & Local Solutions, Inc. on the date of the execution of this Agreement will remain in place for the term of the Agreement, even if not specifically mentioned in the Agreement.

Since this Agreement expresses the full and complete understanding of the parties in respect to all matters deemed by them to be applicable to the Bargaining Unit upon which the parties did bargain or could have bargained, for the term of this Agreement, the Company and the Union each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any other issue. All matters that could have been raised in bargaining but were not raised or are not included in this Agreement shall be deemed to have been raised and disposed of as if covered herein. All subjects referred to in the management’s rights clause shall likewise be deemed to have been raised and bargained to a conclusion.

Neither the Company nor the Union by this Agreement waive any right, legal or equitable, which it would otherwise have except as specifically defined and provided in this Agreement, which sets forth all understandings and agreements arrived at by the parties, or except as otherwise granted by law.

ARTICLE 36—SAFETY COMMITTEE

1. The Company and Union shall establish a joint safety committee. The committee shall meet not less than one (1) time per calendar quarter, at a mutually agreeable time, to address safety concerns. The committee shall consist of two (2) managers and two (2) Union Representatives from different departments of the Bargaining Unit.
2. Time spent by employees attending the committee meetings shall be paid at their regular hourly rate for non-ABC compensated employees and the “92” rate for ABC compensated employees. Employees paid under this provision shall only be paid for attendance at official safety committee meetings.

ARTICLE 37—DURATION OF AGREEMENT

Except as otherwise provided, this Agreement shall become effective the beginning of the first pay period following ratification and shall expire at 11:59 p.m., Eastern Standard Time, on December 31, 2014 (“Expiration Date”), unless extended by mutual agreement of the parties. No later than sixty (60) days prior to the Expiration Date of this Agreement, either party may serve upon the other, a written notice of its desire to negotiate changes in this Agreement or to terminate this Agreement.

For the Communications Workers of America

For Xerox State & Local  
Solutions

\_\_\_\_\_  
John Dempsey  
Communications Workers of America

\_\_\_\_\_  
Maureen F. Moore  
Xerox Corporation

\_\_\_\_\_  
Steve Lawton  
President, Local 1102, CWA

\_\_\_\_\_  
George Karabin  
Vice President and Program  
Manager, E-ZPass NY

**APPENDIX A  
IUE-CWA COPE Political Action Check Off Form**

**CWA COPE Political Contributions Committee  
PAYROLL AUTHORIZATION CARD**

Every dollar you give to CWA COPE is put to work building political power for you, your family and your future. Through COPE, CWA will have the strength we need in government to pass laws that protect our economic security.

**Sign me up for CWA COPE at (check one):**

- \$2 per week     
  \$3 per week     
  \$5 per week  
 \$7 per week     
  \$10 per week     
  Other \$ \_\_\_\_\_ per week

EMPLOYEE NAME	SOCIAL SECURITY NUMBER	
HOME ADDRESS		
CITY	STATE	ZIP
PHONE NUMBER	EMAIL	
NAME OF EMPLOYER	PAYROL # (IF REQUIRED)	
OCCUPATION	LOCAL NUMBER	

This Authorization is voluntarily made based on my specific understanding that: The signing of this authorization card and the making of contributions to CWA-COPE PCC are not conditions of membership in the union nor of employment with the Company and that I may refuse to do so without fear of reprisal. I am making a contribution to a joint fund-raising effort sponsored by CWA-COPE PCC and the AFL-CIO Committee on Political Education Political Contributions Committee (AFL-CIO COPE PCC) and that CWA-COPE PCC and AFL-CIO COPE PCC will use my contributions for political purposes, including but not limited to, the making of contributions to or expenditures on behalf of candidates for federal, state and local offices and addressing political issues of public importance. Federal law requires us to use our best efforts to collect and report the name, mailing address, occupation and the name of employer of individuals whose contributions exceed \$200 in a calendar year. Contributions or gifts to CWA-COPE PCC and AFL-CIO COPE PCC are not deductible as charitable contributions for federal income tax purposes.

Signature	Date
-----------	------

APPENDIX B—GRIEVANCE FORM

<b>Name of Employee</b>	<b>Department</b>
<b>Supervisor</b>	<b>Date of incident giving rise to grievance</b>
<b>Contractual Provision Violated</b>	<b>Name of Representative</b>
<b>Date</b>	<b>Representative's Position</b>

<p><b>Describe the facts giving rise to the grievance, i.e., written warning issued, employee denied position (use additional sheets if necessary):</b></p>     
<p><b>Why was the action taken inappropriate (i.e., employee received attendance warning when employee was not absent, employee was the most qualified applicant, etc.):</b></p>     
<p><b>Detail the exact remedy sought by the grievance (i.e., removal of points, removal of discipline, reinstatement, etc.):</b></p>     

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Date

**DISPOSITION OF GRIEVANCE**

**Step 1 Decision By:**

<b>Signature</b>	<b>Title</b>	<b>Date</b>

**Decision (include narrative and additional pages if necessary):**

The Step 1 decision is appealed to Step 2.

\_\_\_\_\_  
Signature of authorized representative                      Date

**Step 2 Decision By:**

<b>Signature</b>	<b>Title</b>	<b>Date</b>

**Decision (include narrative and additional pages if necessary):**

The Step 2 decision is appealed to Step 3.

\_\_\_\_\_  
Signature of authorized representative                      Date

**Step 3 Decision By:**

<b>Signature</b>	<b>Title</b>	<b>Date</b>

**Decision (include narrative and additional pages if necessary):**

Letter of Agreement  
E-ZPass@Home Trial

The parties agree to make the E-ZPass@Home program available for six (6) months (the "Trial Period") to employees in the correspondence department and call center who volunteer to participate in the trial, subject to the following conditions:

1. All terms and conditions set forth in the E-ZPass@Home Worker Guidebook shall apply throughout the Trial Period.
2. Six (6) employees from the call center will be permitted to participate and two (2) employees from the correspondence department will be permitted to participate. Qualified employees who volunteer shall be selected to participate on the basis of seniority.
3. If an employee who volunteers for the E-ZPass@Home program decides not to complete the entire Trial Period, the employee can return to the office in the same job held before the Trial Period upon giving the Company one (1) week's written notice of the intent to leave the trial. The Company may replace that employee in the trial with the next most senior qualified employee.
4. The Company will give the Union and employees thirty (30) days' notice prior to the beginning of the Trial Period. The Company reserves the right not to implement the trial if any client is concerned about the limited nature of the trial and the possibility of discontinuance after six (6) months.
5. Thirty (30) days prior to the end of the Trial Period either party may give notice to the other party of the desire to discontinue the E-ZPass@Home program. If neither party gives notice to discontinue, the program will remain in place and may be opened up to other employee participation. Qualified employees who volunteer to join the program will be selected on the basis of seniority. No more than 20% of Xerox Services call center and correspondence employees with at least one year of service will be eligible to participate in the program.

Letter of Agreement  
Use of AUX in Correspondence

Employees in the correspondence department will be required to utilize the AUX system to AUX in and out for the following:

1. Regular breaks
2. Personal time
3. Lunch

The Company will give the employees a fourteen (14) day grace period after implementation of the AUX system for employees to become used to the system. During this time, no discipline will be issued for failure to use the system.