

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**COMCAST CABLEVISION OF  
CALIFORNIA/OHIO/PENNSYLVANIA/UTAH/WASHINGTON, INC.**

**And**

**COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO**

**(Corliss)**

**May 21, 2015 – May 20, 2019**

## **AGREEMENT**

THIS AGREEMENT made and entered into as of the 21<sup>st</sup> of May, 2015 by and between Comcast of California/Ohio/Pennsylvania/Utah/Washington, Inc., 1530 Chartiers Ave., Pittsburgh, Pennsylvania 15220, a subsidiary of Comcast Cable Communications, LLC, which is a subsidiary of Comcast Corporation (hereinafter specifically designated employees only, to wit, those more specifically described in Article 1 hereof), and the COMMUNICATIONS WORKERS OF AMERICA, (hereinafter called the Union”).

## **PREAMBLE**

A working system and harmonious relations are necessary to improve the relationship between the Employer, the Union and the Public. All will benefit by continuous peace and by adjusting any differences by rational, common-sense methods. To accomplish this end the Employer and the Union herewith enter into this Agreement, pledging their good faith to cooperate for the enforcement of its provision and further agree to procure the strict observance of the terms of this Agreement and carry out all its provisions as set forth below. NOW THEREFORE, in consideration of the mutual promises and agreements hereinafter contained, the parties hereto agree as follows:

## **ARTICLE 1** **RECOGNITION**

For the term of this Agreement, the Company recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and all other conditions of employment for only the following described employees of the Company.

### A. Included

All regular full-time and part-time (included Collections Technicians and Auditors), Service Technicians I, Service Technicians II, Line Maintenance Technicians, Headend Technicians, Construction Technicians, Quality Control Technician, and Asset Control Clerks employed by the Employer at its facility located at 1530 Chartiers Ave., Pittsburgh, Pennsylvania 15220 in the Corliss bargaining unit.

### B. Excluded

All other employees.

If the Employer established a new position, which would normally be included in the bargaining unit, said position shall automatically be included, subject to the parties negotiating an appropriate wage rate.

**ARTICLE 2**  
**NON-DISCRIMINATION**

In a desire to restate their respective policies, neither the Company nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, religion, national origin, sex, age, handicap, sexual orientation, marital status, or status as a special disabled veteran or veteran of the Vietnam Era, including creed, disability, and citizenship. It is expressly understood and agreed, however, that notwithstanding anything contained in this Agreement to the contrary, the Employer may take any and all actions necessary to comply fully with the provisions of the Americans with Disabilities Act (ADA).

**ARTICLE 3**  
**PROBATIONARY PERIOD**

**Section 1** All regular full-time and part-time employees covered under this Agreement shall be subject to a probationary period of ninety (90) workdays commencing with the first day on which the probationary employee regularly performs work in the bargaining unit for the Employer. Days lost from work for any reason during the probationary period shall not be considered in computing such period.

**Section 2** Probationary employees shall have no seniority rights during their probationary period. Upon successful completion of the probationary period, however, an employee's seniority shall be calculated from the date of initial hire or rehire date, whichever is later.

**Section 3** Notwithstanding any other provision of this Agreement, the Employer may at any time during this probationary period layoff, discharge, or discipline a probationary employee at its sole discretion with or without just cause and no claim may be made by the Union or any of the employees that the layoff, discharge or discipline or any probationary employee during the probationary period validates the terms of this contract. Neither the union nor the employee shall have any recourse to the grievance and arbitration procedures of this Agreement.

**Section 4** Unless otherwise expressly provided herein, probationary employees shall not be entitled to any of the fringe benefits set forth in this Agreement during the period of probationary employment. Such probationary employees, however, shall be paid the contractual wage rate for the classification in which they are placed and shall also be eligible to participate in the Company's Group Health Related Medical Plans upon satisfactory completion of the probationary period.

**ARTICLE 4**  
**TEMPORARY AND PART-TIME EMPLOYEES**

**Section 1      Part-time Employees**

- a) A regular part-time employee shall be an individual who is regularly scheduled to work less than forty (40) hours per payroll week.
- b) Unless otherwise provided herein, all regular part-time employees who are regularly scheduled to work at least twenty (20) hours but less than forty (40) hours per payroll week, shall receive the fringe benefits herein, prorated in accordance with their regularly scheduled work week.
- c) All regular part-time employees who are scheduled to work less than twenty (20) hours per payroll week shall not be entitled or otherwise be eligible to participate or receive any of the fringe benefits set forth in this Agreement.

**Section 2      Temporary Employees**

- a) The Company may, at its discretion, hire temporary employees to: (1) replace unit employees absent from work due to a contractual leave of absence resulting from sickness, accident, injury, vacation or any other absence, for the duration of such absence or (2) to perform a specific project for a definitive period of time not to exceed nine (9) months.
- b) Temporary employees may be replaced with another temporary employee for the duration of such absence in Paragraph A (1) above or during the specific project as defined in Paragraph A (2) above.
- c) All temporary employees shall be notified of their status upon hire and notice thereof shall be provided to the Union.
- d) Temporary employees shall not be covered by any of the terms and conditions of this Agreement during their period of temporary employment. Temporary employees shall not be paid more than a permanent employee performing the same job.
- e) Upon the end of the absence and return to work of the unit employee, or the expiration of the specific project as the case may be, the Company may, in the exercise of its discretion, either terminate the temporary employee or retain the temporary employee. Should the temporary employee be retained, they

shall then be covered by the terms of this Agreement. The probationary period shall be waived if the length of time the temporary employee worked before becoming a permanent employee exceeds the probationary period in this Agreement. In the event a temporary employee is retained, the employee's bargaining unit seniority shall be calculated from the date of hire into a regular unit position.

**ARTICLE 5**  
**MANAGEMENT RIGHTS**

**Section 1** Except as specifically limited by this Agreement, all management rights, powers, authority and functions, whether heretofore or hereafter exercised and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in the Company. It is expressly recognized that such rights, powers, authority and functions shall include all rights which the Company had prior to entering into this Agreement which shall include but are not limited to the full and exclusive control, management and operation of its business and its affairs; the determination of the scope of its activities, business to be transacted, work to be performed (including the performance of work in any job classification) and methods pertaining thereto: the right to establish or change shifts, schedules of work and standards of performance including production standards: the right to establish, change, combine or eliminate jobs, positions, departments, job classifications or positions (subject to the Union's right to grieve and arbitrate any difference concerning such rates on jobs); the right to establish or change new or improved procedures, methods, processes, facilities, machinery and equipment or make technological changes; the right to maintain order and efficiency; the right to contract or subcontract any work; the right to establish, administer, or change bonus, incentives; the right to make and enforce reasonable safety and security rules and rules of conduct; the determination of the number of employees and the direction of the working forces, including but by no means whatever limited to hiring, selecting and training of new employees, and suspending or discharging for cause, scheduling, assigning, laying off, recalling, promoting and demoting, the right to establish and require the passing of pre and/or postemployment physical, mental, vocational, drug or alcohol test and/or examinations. The Company agrees not to conduct random (no cause) employee drug testing but may establish drug testing procedures/policies where it has cause for believing its drug policies may have been violated.

**Section 2** The parties agree that management's determination that a drug test is required under the Company's Alcohol and Drug Policy may be grieved by the Union. It is further understood that if an arbitrator upholds the Union grievance by ruling that the determination by management was unreasonable, the results of any such drug test may not be used to support any disciplinary action and the test results will be expunged from the employee's records.

**Section 3** With respect to the contracting out of work, the Company will not do so if it will result in laying off, part-timing or demoting qualified bargaining unit employees who regularly perform the same type of work of if there are qualified bargaining unit employees on layoff who regularly perform such type work.

**ARTICLE 6**  
**UNION SECURITY**

**Section 1 Agency Shop**

- a) Each employee who is a member of the Union or who is obligated to tender to the Union amounts equal to periodic dues on the effective date of this Agreement, or who later becomes a member, and all employees entering into the bargaining unit on or after the effective date of this Agreement shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members, for the period from such effective date, or, in the case of employees entering into the bargaining unit after the effective date, on or after the thirtieth (30<sup>th</sup>) day of such entrance, whichever of these dates is later, until the termination of this Agreement.
- b) For the purpose of this Section, “employee” shall mean any person entering into the bargaining unit.
- c) Each employee who is a member of the bargaining unit on or before the effective date of this Agreement and who on the effective date of this Agreement was not required as a condition of employment to pay or tender to the Union amounts equal to the periodic dues applicable to members, shall, as a condition of employment pay or tender to the Union amounts equal to the periodic dues applicable to members for the period beginning thirty (30) days after the effective date of this Agreement, until the termination of this Agreement.
- d) The condition of employment specified above shall not apply during periods of formal separation from the bargaining unit by any such employee but shall reapply to such employee on the thirtieth (30<sup>th</sup>) day following his or her return to the bargaining unit. For purposes of this Paragraph, the term “formal separation” shall include transfers out of the bargaining unit and removal from the payroll of the Company.
- e) The Company may inform employees and applicants for employment of their rights and obligations under the provision of this Section.

## Section 2 Collection of Dues

- a) Upon receipt of a “Payroll Deduction Authorization” from an employee, Comcast will initiate deductions for amounts equal to Union Dues (and, if authorized, an Initiation Fee) from such employee’s salary or wages, sickness or disability payments, or other benefit payments or paid time off payments or vacation payments.
- b) Deductions shall be made from the employee’s salary or wages, sickness or disability payments, or other benefit payments or vacation payments or paid time off payments as follows:

<u>Employees Paid</u>	<u>Deductions</u>
Weekly	Installments in the first 4 weeks each month
Bi-weekly	Installments in the first 2 bi-weekly periods each month
Monthly	Each month

- c) Deductions shall begin during the first (1<sup>st</sup>) payroll period in the month following receipt of a newly executed “Payroll Deduction Authorization” by the Comcast Payroll Office, and provided there is sufficient pay available to cover the amount authorized after the following deductions have been made:
  - i. those required by law; and
  - ii. those authorized for Group Life Insurance and Medical Expense Plan Premiums.
- d) If the scheduled deduction for amounts equal to Union dues cannot be made in the period(s) specified above, such deduction(s) will be made during the consecutive payroll periods ending no later than the last payroll period in the following month.
- e) “Payroll Deduction Authorizations” shall be suspended when an employee:
  - i. is transferred to a job that is not represented by the Union;
  - ii. is removed from the payroll of Comcast Cable Communications Inc.
- f) “Payroll Deduction Authorizations” suspended in accordance with the above provisions shall be reactivated on the first (1<sup>st</sup>) payroll period following the return of an employee to a job that is represented by the Union.

- g) Except as provided in Paragraph B2, "Payroll Deduction Authorizations" shall remain in effect when an individual is employed by Comcast unless cancelled by such employee. Such cancellation must be individually sent to the Comcast Payroll Office and to the Union Local by Certified Mail during the fourteen (14) day period prior to the anniversary date or termination date of the current or subsequent collective bargaining agreement.
- h) The Company will send copies of dues revocation letters and associated envelopes to the Union on a daily basis, as soon as possible following the Company's receipt thereof.
- i) In the event an employee who cancels a "Payroll Deduction Authorization," in accordance with the above paragraph, wishes to resume deductions for amounts equal to Union Dues, such employee shall be obligated to complete a new "Payroll Deduction Authorization."
- j) By written certification, the Union shall keep Comcast currently informed of the amount of regular monthly dues lawfully in effect in each Local having jurisdiction over any employees in the bargaining unit. Such amount or formula shall be uniform for all employees represented by the Local.
- k) Certifications which change the amounts equal to Union dues for any Local will be accepted by the Company no more than three (3) times in any calendar year.
- l) Amounts deducted in accordance with the above provisions shall be remitted to the Union no later than the end of the second (2<sup>nd</sup>) week following the months during which the deductions were made.
- m) It is recognized that the suspension, reactivation and cancellation procedures for "Payroll Deduction Authorizations" contained herein shall be observed for all employees in the bargaining unit on the effective date of this collective bargaining agreement.
- n) It is understood that Comcast assumes no responsibility for the consequences of any failure to make such deduction or mistakes in connection therewith and that neither Comcast nor any of its officers, agents or employees shall in any way be held liable or responsible for any loss. Moreover, and in any event, the Union herewith agrees and expressly warrants that it shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of any action taken by the Employer, at the request of the Union, for the purpose of complying with any of the provisions of this Article.

- o) During the term of this Agreement, the Company will deduct from the pay of each member of the Union who voluntarily executes an assignment authorizing a Cope deduction. Such deductions from pay and submission to the appropriate office of the union will be made in accordance with the provisions of Article 6 above.

**ARTICLE 7**  
**PERFORMANCE OF BARGAINING UNIT WORK**

- Section 1** Supervisors, Assistant Supervisors and others outside the bargaining unit shall perform bargaining unit work, if the performance of such work will cause the layoff or any bargaining unit employees.
- Section 2** Supervisors, Assistant Supervisors primary responsibility shall not be to regularly perform work that is normally and regularly performed by the employees covered in this Agreement.
- Section 3** Examples of when Supervisors, Assistant Supervisor and others outside the bargaining unit may perform bargaining unit work include, but are not limited to: instructional purposes, emergencies (including, but not limited to, unplanned minor repairs), developmental proprietary products, testing of experimental products, work incidental to the normal performance of duties, where employees covered by this Agreement are unavailable, where bargaining unit employees are unable to perform the work for any reason, to save a customer, or by special customer request.

**ARTICLE 8**  
**SUBCONTRACTING**

It is agreed that because of the nature of the Employer's business, any function, operation, processing or service of the Employer covered in this Agreement may be subcontracted, provided such subcontracting shall not result in the layoff or the reduction of the regular work day or regular work week of qualified unit personnel in the contractual job classification in which such work is to be subcontracted.

Nothing herein contained or provided elsewhere in this Agreement, however, shall preclude or limit the Employer from subcontracting any and all equipment repair work. The Employer may subcontract such work at its sole discretion.

**ARTICLE 9**  
**WORKLOAD**

Employees shall complete to the best of their ability all work assignments that they are assigned. The Company will assign an appropriate amount of work based on an employee's number of daily scheduled hours. In the event an employee is unable to complete his scheduled assignment, within the designated time period, the employee shall notify his/her Technical Supervisor as soon as it is apparent he/she is unable to complete their work, but in no case less than two (2) hours prior to their shift ending time. The Technical Supervisor will make every effort to reassign or redirect the work assignments.

- A. When meetings are scheduled or union representatives are meeting with HR, or management, the length of time spent in the meeting, time to pick up equipment and travel time to the first job shall be taken out of quota.
- B. The goal of the company shall be to ensure that the early "made to stay" technician shall not be given additional assignments after six (6) PM.
- C. QC standards shall be applied consistently for all technicians.

## **ARTICLE 10**

### **TRAINING**

**Section 1** The Company shall continue to provide a formal on-the-job training program to bargaining unit employees. This OJT program covers the training necessary to perform the current duties for an employee's job classification.

**Section 2** As new products and services are launched, training will be provided to those employees in the bargaining unit who are required to perform the related duties associated with those new products and services. This training shall be provided at no cost to the employee and shall be held on Company time. Employees shall be fully compensated at their appropriate rate of pay for all hours spent participating in the training.

**Section 3** If the company so deems, it may offer voluntary training on new products and services to other classifications within the bargaining unit. The Company shall, in its sole discretion, determine which job classifications are eligible for voluntary training.

**Section 4** All training, whether required or voluntary, will be scheduled by bargaining unit seniority. When the Company requires that training be provided to employees it shall first solicit volunteers from within the classification to be trained. The training shall be first be provided to the most senior volunteer. The Company shall allow bargaining unit employees to enroll in self-development NCTO and

SCTE courses, on their own time, on the same basis and terms as non-bargaining unit employees in the Region.

*Note only: Volunteers for training by seniority first, after volunteers have been exhausted the training will occur by seniority. If a training will be inclusive of all employees over a short time period (across the entire bargaining unit), mgt. has a right to determine training schedule (using SMEs first).*

## **ARTICLE 11** **OPERATING PROCEDURES**

In the event the Company creates an Operations Manual incorporating its policies and procedures on operational topics, the Company shall provide a copy of the Operations Manual to the unit president. In addition, the Company shall provide to the unit president a copy of all new bulletins or procedure changes so the Manual could be kept up to date on current practices.

It is agreed that such Manual shall not conflict with this Agreement and the Union reserves the Right to grieve enforcement of any policy or procedure in such Manual that conflicts with provisions of this Agreement.

## **ARTICLE 12** **INCLEMENT WEATHER**

All field technicians covered by this collective bargaining agreement may be doubled up in the event of a snow or ice storm and on extremely cold days.

## **ARTICLE 13** **GLOBAL POSITIONING SYSTEM (GPS)**

- A. Global Positioning Systems (GPS) installed by Comcast are intended to assist employees in providing timely customer service and efficient utilization of Comcast vehicles. It is understood that employees may be held accountable based on the data provided by the GPS systems. The employer will not solely rely on the GPS data without conducting an investigation and verification. Although Comcast vehicles may be consistently monitored through the use of GPS system, it is understood that employees' Supervisors shall not constantly monitor the activity of any individual employee through the use of the GPS. Employees may be disciplined in accordance with Article 34 of the Collective Bargaining Agreement when found to be in violation of the stated offenses. However, during the first six (6) months (ninety [90] days for employees hired after the ratification date of this agreement) following installation of the GPS system, the GPS system shall

not be used to verify any violation stated in Article 34. The Union President will be notified of the GPS launch date.

No discipline will be issued if a technician uses a different route which is reasonable and not outside of a normal mileage or timeframe. Any employee who operates a company vehicle with GPS shall be briefed on the usage of the device. All units will have routing features that provide directions. The Region maintains the right to implement a discipline policy for speeding Region wide. Speeding which is verified by GPS system shall be considered a Category C offense, excluding a citation. Prior to the formal discipline the employee shall be counseled not to speed.

- B. The Company shall notify the Unit President and Regional Vice President if new GPS Reports are regularly generated and reviewed by the Company.

#### **ARTICLE 14** **NEW TECHNOLOGY**

When the Employer introduces a new technology such as VOIP, or offers a new product line the employer will do the work associated with that new technology with bargaining unit employees subject to the subcontracting rights in the management rights clause.

#### **ARTICLE 15** **NO COMPETITION**

No employee covered by this Agreement shall serve as an officer, director, or employee of any company other than Comcast, or be self-employed in any business engaged in the operation, construction, maintenance, selling, marketing or delivery of television signals, or other Company products or services which Comcast provides, or in any business in competition with the Company.

#### **ARTICLE 16** **HOURS OF WORK**

##### **Section 1**

- a) The regular workweek for full-time employees shall be forty (40) hours per week, excluding a daily unpaid, half hour meal period.
- b) The regular workweek definition set forth merely provides a basis for calculating overtime. Such definitions shall not be construed as a guarantee to an employee of any specified number of hours of work either per day or per week or as limiting the right of the Employer to fix the number of hours either per day or per week for an employee (which could include reasonable

amounts of overtime). Except in the case of on-call or an emergency situation, reasonable amounts of overtime shall be defined as anything up to and including sixteen (16) hours per week, unless the employee accepts additional overtime.

- c) Subject to the limitations set forth in the Agreement, the Employer shall determine the number of regular work week and regular work day shifts needed, their starting and ending times, the number of employees within each job classification required to staff each regular work week and regular work day shift which have been so scheduled, and the assignment of employees to said shifts.

## **Section 2**

- a) The workweek will consist of five (5) workdays of eight (8) hours, or four (4) workdays of ten (10) hours.
- b) All 8-hour shifts shall start no later than 11:00 A.M. Up to forty-five (45) percent of the bargaining unit employees scheduled to work 8-hour shifts may be scheduled to begin their shifts at 11:00 A.M. All 10-hour day shifts shall start no later than 9:00 A.M. Up to forty-five (45) percent of the bargaining unit employees scheduled to work 10-hour shifts may be scheduled to begin their shifts at 9:00 A.M. with the exception of Headend, which is a twenty-four (24) hour seven (7) day a week operation. Headend Technicians shall work a rotating shift in order to provide support of the twenty-four (24) hour seven (7) day a week operation of the Headend (employee contributions will be considered). Overnight shifts will start no later than 12 A.M.
- c) In the event the Company finds it necessary to increase the number of bargaining unit employees on either or both shifts (above the 45% level) the Company may first ask for volunteers. In the event the Company does not receive enough volunteers to work the needed shift(s) the Company on a temporary basis (not to exceed a seven day period) may assign shifts using bargaining unit seniority to meet the business needs of the Company (lowest seniority is first to be forced).
- d) Where practicable, days off will be scheduled consecutively. For the life of the contract, there will be no regularly scheduled shift, which includes both Saturday and Sunday as regularly scheduled workdays. In the event there is a split shift scheduled, that schedule shall not include weekend work, unless it is a ten (10) hour, four (4) day shift schedule.
- e) Shifts will be determined by the Company and posted with days off for one week prior to bidding. Employees shall bid on shifts within their job

classification by bargaining unit seniority. The bargaining unit employee with the highest bargaining unit seniority shall choose his/her shift first and the bid shall proceed in decreasing order.

- f) The Company may adjust and re-bid shifts three (3) times per year. In the event shifts become unbalanced between shift bids, the Company will first seek volunteers to balance the shifts. If the Company does not have enough volunteers the Company will adjust the lowest senior person with the shift causing the unbalance. Employees will be required to adjust to the new shift within fifteen (15) working days of the final shift bid or Company adjustment, if the shift change cause a hardship the Company shall allow the employee an additional five (5) working days to adjust to the schedule change.
- g) Notwithstanding the above, the Employer on a temporary basis to suit varying conditions of the business may change an employee's daily schedule. The employee shall receive not less than seventy-two (72) hours advance notification of such change unless unforeseen operational requirements necessitate the change in schedule or the Employer and the employee mutually agree to a change in such schedule on less notice. The assignment of overtime hours before the regularly scheduled starting time or after the regularly scheduled ending time of the shift shall not constitute a change in shift.

**ARTICLE 17**  
**MEAL BREAKS AND WORK BREAKS**

- Section 1** Except as otherwise expressly approved in advance by a supervisor or other authorized Employer representative, an employee shall be entitled to a thirty (30) minute, unpaid meal break to be taken at or reasonably near the mid-point of his/her regular workday and in reasonably close geographic proximity to his/her next work assignment.
- Section 2** Employees may combine the fifteen (15) minute morning break and the thirty (30) minute lunch break if approved by the employee's supervisor prior to combining the two (2) breaks. Employees shall seek approval with as much notice as possible, but no less than one (1) hour prior to the lunch break.
- Section 3** Except in cases of dire emergency, all regular full-time unit employees working either an eight (8) or ten (10) hour shift, shall be afforded the opportunity to

receive one (1) paid fifteen (15) minute break during the first one-half (1/2) of their regular work day and one (1) additional paid fifteen (15) minute break during the second one-half (1/2) of their regular work day shift. An additional paid fifteen (15) minute break shall be provided for each two (2) consecutive hours of work performed after the end of the eight (8) or ten (10) work shift.

Unless otherwise expressly approved by a supervisor or other authorized Employer representative, such breaks shall not:

- i. be consolidated together
- ii. be taken within the first hour and one-half (1 ½) of an employee's start time;
- iii. be taken within one (1) hour of an employee's regular finishing time; or
- iv. Within one-half (1/2) hour before or after a meal break.

**Section 4** Except as otherwise provided or required by State or Federal Law, the failure to utilize such breaks during the course of an employee's shift shall not be compensatory.

**Section 5** Full-time employees required to work three (3) or more hours contiguous with their regular shift shall be entitled to a meal allowance of up to \$7.00. An additional thirty (30) minute unpaid meal break will be offered to employees who work the three (3) additional hours.

## **ARTICLE 18** **CALL BACKS**

Any employee (excluding employees on standby) called back to work after departure from the Company's premises at the end of his/her work day, or called to work on his/her regular Scheduled day off, shall be paid at the applicable rate for all hours worked on such call-back or receive a one (1) time minimum guarantee of two (2) hours work or pay, per day, whichever is greater.

## **ARTICLE 19** **SHIFT TRADES**

An employee may occasionally trade shifts or days off with another qualified employee in the location within the group and classification in accordance with the following provisions:

- a) The request must be in writing and signed by both employees involved and submitted to the appropriate supervisor.

- b) Employees are expected to submit requests for shift trades as far in advance as practical.
- c) Employees who trade shifts become responsible to work the shift so agreed to as if it were part of their regular work schedule.
- d) Permission for a shift trade shall be granted or denied within twenty-four (24) hours and shall not be unreasonably denied. Under no circumstances, however, shall a request for a shift trade be granted if the trade would create an overtime situation for either one or both of the employees requesting the shift trade.

**ARTICLE 20**  
**ON-CALL/STANDBY DUTY AND PAY**

The Employer, in the exercise of its sole discretion, may implement a standby procedure under the following conditions:

**Section 1** The Company may designate two (2) or more employees to provide standby duties for seven (7) consecutive calendar days (“standby week”) at a time. Standby status shall be rotated among all qualified employees (as determined by the Company) to allow equitable assignment of standby duty. One (1) Service Technician or and one (1) System or Advanced (Line Maintenance) Technician shall be assigned standby each week. An employee assigned standby duties shall be provided with and use an employer vehicle in the performance of standby duties under the terms and conditions set for the in Article 41 (Employer Vehicles) herein.

**Section 2** An employee on standby shall not be required to remain at home, but shall:

- a) be easily accessible for contact by the Company or answering service via telephone, cellular phone or paging equipment;
- b) be readily available to be en route and fit to perform work in the field when called;
- c) be en route to the trouble call as quickly as possible but in no case more than fifteen (15) minutes after being called or paged;
- d) be permitted to take the Company vehicle while visiting family or friends or additional functions with prior approval of the Company, which shall not be unreasonably withheld, provided (1) no alcoholic beverages or illegal

substance are used while the employee is responsible for the vehicle, (2) only the employee operates or rides in the vehicle, and (3) the Company vehicle is not used for any purpose other than the visit itself.

- e) An employee on standby may arrange for another qualified employee to substitute for him/her on a daily basis, provided management approval thereof has been obtained in advance. Such approval will not be unreasonably withheld.
- f) Whenever employees are scheduled for standby time, they shall be available for call during all hours outside of their scheduled shift during their standby week. The standby week shall commence at 7:30 A.M. on Monday through and including 7:29 A.M. the following Monday.
- g) Any employee assigned to standby duties shall be paid \$30.00 per day as a standby allowance whether he/she is called out to perform services in the field or not.
- h) Standby employees, who are called out to and actually perform services in the field shall be compensated for all time worked on such standby call or calls, in addition to the standby allowance provided above.
- i) In the event of illness of the standby employee, management shall assign a replacement for the standby duties.
- j) Standby employees, who are called out to and actually perform service in the field, shall be compensated for all time worked on such standby call or calls, in addition to the standby allowance provided above. Standby employees will be paid a minimum of three (3) hours of pay for the first (1<sup>st</sup>) call out (only) of the day. The three (3) hours will be paid at the applicable rate and shall count as time worked for overtime purposes.

## **ARTICLE 21**

### **SHIFT DIFFERENTIAL**

Bargaining unit employees shall be eligible for the same shift differentials as non-bargaining unit employees in the Keystone Region – West who work the similar job classifications, under the same terms, criteria and eligibility, effective the first pay period after ratification of the Collective Bargaining Agreement. The Employer shall have the right to add to, delete, or modify such shift differentials unilaterally and at its sole discretion, without obligation to bargain, provided such changes are uniformly applied to unit and non-unit employees in the Keystone

Region – West who work the similar job classifications. The company will notify the union thirty (3) days prior to any changes.

**ARTICLE 22**  
**RECUPERATION TIME**

Each employee should receive at least eight (8) hours of rest between the end of one shift and the start of his next shift. Any employee who is required to report to work without having been allowed at least eight (8) hours of rest between shifts will be granted time off (with pay) for each hour worked during the eight (8) hours of rest period. Such time off will commence at the beginning of the employee's next shift. In the event the next shift is a non-scheduled workday for the employee, the employee will not be called out until he has been allowed at least eight (8) hours of rest. Recuperation time shall also apply when the next workday involves a scheduled overtime day, except that, in this limited circumstance, any recuperation time pay shall be paid at the employee's straight time rate of pay and not at any overtime rate of pay. On call shall be scheduled 7 A.M. on Monday to the following Monday at 6:59 A.M.

**ARTICLE 23**  
**HIGHER CLASSIFICATION**

Employees assigned to work for four (4) hours or more in a day in a higher classification shall receive the higher rate for such hours. There shall be no reduction in rate for working temporarily in a lower classification.

**ARTICLE 24**  
**OVERTIME**

Overtime at the rate of one and one-half (1 ½) times an employee's regular straight time hourly rate of pay shall be paid for all work performed in excess of forty (40) hours in any one (1) work week.

- a) All PTO days, bereavement leave days and court leave days for which pay is provided to an employee under the provisions of this Agreement shall be deemed as time worked for the purpose of computing overtime.
- b) Overtime shall be handled in accordance with the Workload Article.
- c) Except for connecting and emergency overtime, the Company will endeavor to provide employees with as much advance notice as possible, but not less than forty-eight (48) hours advance notification of the need to work scheduled overtime. The

Company shall provide advance notification in the event of the cancellation of pre-scheduled overtime.

- d) In the event of scheduled overtime the Company will ask for volunteers within the job classification involved from the volunteer overtime list within the employee's management area. Among volunteers within classifications, overtime will be assigned to the most senior employee in the management area to start the rotated through the list. If insufficient volunteers are obtained, the least senior employee(s) in the job classification in the management area will be assigned the scheduled overtime.
- e) In the event of unforeseen work emergencies, employee illness, or after an employee completes his last job at the end of his scheduled shift (provided the employee has given proper notice according to the Workload Article), necessitating unscheduled overtime, the Company will request volunteers within the job classification in the management area(s) involved from the volunteer overtime list. Overtime will be assigned to the most senior employee to start then rotate through the overtime volunteer list in the management area. If there are an insufficient number of volunteers within the job classification, then such unscheduled overtime shall be assigned to the least senior qualified employee(s) in the job classification within the management area.
- f) If additional employees are still required, the Company will request qualified volunteers from any of the management areas in the same job classification. (Any volunteers from a different management area would not be considered in the rotation process.) The overtime will be assigned to the most senior employee(s). If there are still an insufficient number of qualified volunteers within the classification, then such unscheduled overtime shall be assigned to the least senior qualified employee(s) in the job classification in any of the management areas. If additional employees are still required, the Company will request qualified volunteers form the volunteer overtime list in other job classifications in the management area. The overtime will be assigned to the most senior employee(s) to start then rotated through the list in the management area. If there are an insufficient number of qualified volunteers outside the job classification, the least senior qualified employee(s) in the other job classification in the management area will be assigned such unscheduled overtime.
- g) During the next to last week of each calendar quarter, a voluntary overtime sign-up sheet by management area shall be posted on the union bulletin board for the following quarter. Employees must sign up by the end of the next to last week of the quarter to be considered for voluntary overtime assignments for the following quarter. Once the list for that quarter has been finalized, the list will be sorted by bargaining unit seniority per job classification within each management area, most senior employee first. Once the list is sorted, the Union Representative and the Sr.

Technical Operations Manager or his/her designee will sign off the list as final. After the list is signed off it is not grievable. When voluntary overtime opportunities become available, the company will attempt to contact the most senior, qualified employee first in that job classification, in the management area. In the event that employee is unavailable, the company will attempt to contact the next qualified person on the list in the management area in descending order until a sufficient number of employees are obtained. Once a sufficient number of employees are obtained, the next employee on the list within the management area will be given the first opportunity the next time within that quarter that voluntary overtime opportunities become available in the job classification within the management area.

#### G1 Service Technician and Service Technician 2 Overtime

When the employer determines that same day overtime is required, volunteer(s) shall be solicited by an email to all qualified technicians working that day. When possible the notice should be sent out prior to 3 PM. The notice shall include the zip code(s) of where the overtime work is located and shall be sent out as early as possible. Technicians shall be required to respond by email within fifteen minutes. The overtime shall be assigned to the senior volunteer. If a senior volunteer is bypassed from overtime assignment, he/she should be offered the next overtime opportunity.

Future overtime opportunities shall be solicited by email. Technicians shall be required to respond by email by the specified time on the notice. The overtime shall be assigned to the senior volunteer(s).

#### G2 – All other job Titles

a) During the next to last week of each calendar quarter, a voluntary overtime sign-up sheet by management area shall be posted on the union bulletin board for the following quarter. Employees must sign up by the end of the next to last week of the quarter to be considered for voluntary overtime assignments for the following quarter. Once the list for that quarter has been finalized, the list will be sorted by bargaining unit seniority per job classification within each management area, most senior employee first. Once the list is sorted, the Union Representative and the Sr. Technical Operations Manager or his/ her designee will sign off the list as final. After the list is signed off it is not grievable. When voluntary overtime opportunities become available, the company will attempt to contact the most senior, qualified employee first in that job classification, in the management area. In the event that employee is unavailable, the company will attempt to contact the next qualified person on the list in the management area in descending order until a sufficient number of employees are obtained. Once a sufficient number of employees are obtained, the next employee on the list within the management area will be given the first opportunity the next time within that quarter that voluntary overtime opportunities become available in the job classification within the management area.

b) If an overtime opportunity is missed through no fault of the employee, that employee shall be given the first option the next time overtime is available.

- c) In the event an employee refuses or is unavailable to work a voluntary overtime assignment when the call is made, he/she will not be offered voluntary overtime until his/her next turn in the subsequent rotation schedule.
- d) If an employee is unavailable or refuses to work four (4) voluntary overtime assignments during the current quarter, their name will be removed from the sign-up list and they will forfeit any voluntary overtime opportunities for the remainder of that quarter.
  - h) If an overtime opportunity is missed through no fault of the employee, that employee shall be given the first option the next time overtime is available.
  - i) In the event an employee refuses or is unavailable to work a voluntary assignment when the call is made, he/she will not be offered voluntary overtime until his/her next turn in the subsequent rotation schedule.
  - j) If an employee is unavailable or refuses to work four (4) voluntary overtime assignments during the current quarter, their name will be removed from the sign-up list and they will forfeit any voluntary overtime opportunities for the remainder of that quarter.
  - k) In no event will overtime or premium pay be pyramided or duplicated for the same hours worked in a particular workweek. In addition, all overtime shall be paid for and no employee will be required to take time off in payment thereof.
  - l) Employees not regularly scheduled to work on Sunday shall be paid time and one-half (1 ½ time regular rate of pay) for working on Sunday, unless the employee is replacing an employee regularly scheduled to work Sunday.
  - m) Tower Pay shall be paid at the rate of two and one-half (2 ½) times for all work performed on the tower or pole at sixty (60) feet above ground level, subject to the following conditions:
    - i. The Company will assign two (2) persons to each such job.
    - ii. The premium will be paid to the person who is required to work sixty (60) feet above ground level (not the second person).
    - iii. The two and one-half (2 ½) times the pay rate shall apply only for actual time employee is aloft.

**ARTICLE 25**  
**PAYMENT OF WAGES**

The payroll week shall be from Sunday to Saturday. Payroll procedures (*i.e. time records, pay days and paychecks, direct deposit and payroll deductions*) shall be in accordance with the provisions of the Comcast payroll procedures. Under such policies, employees shall be paid on

Friday immediately following the end of the previous two (2) week pay period for all time worked (including overtime, if any) during such two (2) week pay period, as properly reflected on their time entry sheets. It is expressly understood and agreed, however, that such payroll procedures may unilaterally be altered, amended, modified or otherwise unilaterally changed by Comcast without the necessity of reopening collective bargaining or engaging in collective bargaining with the CWA.

**ARTICLE 26**  
**MANDATORY MEETING NOTICE**

In the event of a mandatory Company meeting scheduled outside an employee's regular work day, the Company agrees to give such employee(s) three (3) days advance notice except in the event of an emergency meeting.

**ARTICLE 27**  
**SEVERANCE PAY**

Comcast will pay the equivalent of one (1) week's wages (excluding premium pay and/or bonuses) for each full year of service to an employee who permanently loses his/her job through no fault of their own (example: permanent reduction in force, job elimination).

**ARTICLE 28**  
**HOLIDAYS/HOLIDAY PAY**

**Section 1** Regular full-time and part-time employees who are regularly scheduled to work Twenty (20) or more hours per week will be entitled to receive Holidays. The Following are designated holidays observed by the Company:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

**Section 2** Pay and time off for a Company designated Holiday shall be administered in Accordance with Article 43 PTO. Pay for work performed on any of the Company designated Holidays, as listed above, shall be paid at one and a half (1 ½) times for all hours worked on the Holiday.

**Section 3** For the life of the contract, a minimum number of bargaining unit employees may be scheduled to work the second half-day of their shifts on Christmas Eve and New

Year's Eve. The Company will ask for volunteers within the job classification(s) involved. Among volunteers within the classification(s), schedules will be assigned to the senior employee(s). If insufficient volunteers are obtained, the least senior employee(s) within the classification(s) shall be assigned the above listed scheduled half-day or days.

**Section 4** To receive holiday pay differential, an employee otherwise eligible must work the full scheduled workdays immediately before and after the holiday, unless they are excused from work.

**Section 5** From March 1st to March 15th of each year the Employer will determine a Holiday schedule and staffing requirements for the next year based on business needs. This schedule will include New Year's Day and Martin Luther King, Jr. Day for the following year. Any changes in the Holiday schedule will be consistent with the collective bargaining agreement. The schedule and any changes will be shared with the Local Unit President.

1. Employees normally scheduled to work on a holiday will choose first. The selection will be by highest seniority. This may include one (1) or multiple holidays for the year.
2. Any understaffed holidays will be offered to employees of the same title not normally scheduled to work.
3. If there are still understaffed holidays, employees that have not chosen a holiday will be assigned by lowest seniority first of those normally scheduled to work that day.
4. If the business need for work on the holidays is determined to be greater than the number of employees reflected on the schedule employees may be assigned to work. The Company will ask for volunteers within the job classification(s) involved who are normally scheduled that day. Among volunteers normally scheduled to work within the classification(s) required, schedules will be assigned to the senior employee(s). If insufficient volunteers are obtained, the least senior employee(s) normally scheduled to work that day within the classification(s) shall be assigned. Any chosen holiday will be considered a worked holiday for the purpose of assigned staffing.
5. The schedule will be set between March 1st and March 15th each year.
6. Employees may trade holidays consistent with the collective bargaining agreement.

## **ARTICLE 29 SENIORITY, LAYOFF AND RECALL**

### **Section 1 Definitions**

- a) Company Seniority –  
The length of continuous service commencing from the date of first employment with the Employer in the bargaining unit, its subsidiaries or predecessors, or re-employment therewith following a break in continuous service.
- b) Bargaining Unit Seniority –  
The length of continuous service commencing from the date of first employment with the Employer in the bargaining unit, its subsidiaries or predecessors, or re-employment in the bargaining unit, following a break in continuous service.

### **Seniority Principles**

- a) Company seniority shall apply in determining PTO accrual.
- b) Bargaining Unit Seniority shall apply in determining the selection of available regular work weeks, shifts, and overtime assignments, the order of layoffs and recalls within a unit classification in which an overstaffing situation exists and PTO scheduling.
- c) Where bargaining unit seniority is equal, company seniority shall prevail; where company seniority is equal, the preference between employees shall be determined based on the last 2 digits of social security number – lowest number is most senior.

**Section 2** An employee shall lose all seniority rights and employment shall cease for any of the following reasons:

- a) Quit;
- b) Except for probationary employees, discharge for cause;
- c) Failure to perform services for the Company for any reason for a period of twelve (12) months;
- d) Layoff for twelve (12) or more consecutive months, or for the length of the employee's continuous service with the company, whichever is less;
- e) Failure to report for work at the end of an authorized leave of absence or furlough;

- f) Failure to report for work within ten (10) calendar days after the Company deposits written notice of recall from layoff by Certified Mail in the United States Post Office addressed to the employees last known address. (An employee should notify the Employer of his/her intents to return to work within the ten (10) calendar days.)
- g) The Company and the Union agree that, in the event of any supervisory person or non-bargaining unit employee elects to enter into a bargaining unit position, that action shall not result in any layoff of bargaining unit employees and the supervisor's or non-bargaining unit employee's seniority for purposes of this Agreement shall start from the date the supervisor or non-bargaining unit employee fills a bargaining unit position pursuant to Article 3 (Probationary Period).

An employee who company seniority is lost for any of the reasons above shall be considered a new employee if he/she is hired again by the Company and such individual shall be subject to the probationary period in accordance with Article 3 (Probationary Period) of this Agreement.

Seniority shall continue to accrue during contractual military leave, FMLA leave and PTO days, and for the first thirty (30) days of compensated disability leave and all other unpaid leaves of absences.

### **Section 3**

Should it become necessary for the Employer to reduce its workforce, layoffs shall be effectuated within the location and from the classification in which the overstaffing (i.e. surplus) exists by bargaining unit seniority provided such factors as skill and ability, experience, performance and quality of work are considered substantially equal. Temporary and probationary employees within the classification in which the overstaffing (i.e. surplus) exists shall be laid off first without regard to their individual periods of employment followed, if necessary, by part-time employees within that job classification, then full-time employees within that job classification. The Company shall provide fourteen (14) days advance written notification of a layoff to full-time non-probationary employees of two (2) weeks' pay in lieu of notice of said layoff.

- a) After a layoff, the affected employees will have the right to bump junior employees in lower classifications.
- b) In rehiring after a layoff, the Company agrees to offer reemployment to the extent to which additional help is needed to former employees in the occupational classifications involved in the inverse order in which such employees were laid off (a) provided, however, that the employee is qualified

in the judgment of the Company to perform the available work at the time the offer of employment is made and (b) provided also, that the period of layoff does not exceed one (1) year.

**ARTICLE 30**  
**JOB POSTING AND JOB BIDDING**

When the company determines it has a vacancy in any classification covered by this Agreement, employees within the bargaining unit, who in the opinion of the Company, have the skill, ability and work record to fill the opening, may, upon application, be awarded the job. The job shall be awarded to the most qualified employee within the bargaining unit, and if the qualifications are equal, the job shall be awarded to the most senior qualified employee. Notice of all such vacancies will be posted for at least five (5) working days. In determining the qualifications as set forth in this section, the Company may utilize appropriate tests, and, upon request, will show such person the marked up test. Where a test is utilized, all employees passing it shall be treated the same in determining the results of the test. But the Company may continue to consider factors in addition to the test results in connection with promotions.

**ARTICLE 31**  
**TEMPORARY ASSIGNMENT AND TRAVEL**

**Section 1      Temporary Assignment**

Employees will be assigned a regular reporting work location but may also be assigned to a temporary reporting work location based on business need. Any travel time necessitated by the temporary assignment which occurs prior to reporting for duty and/or after release from duty and which exceeds the employee's normal and customary travel time from his/her residence on record and his/her regular reporting location, will be paid as work time (i.e. only the excess time will be paid.)

- a) In the absence of business needs, an employee shall not be required to transfer temporarily to work locations outside the unit for a period of more than twelve (12) consecutive work days at a time (for employees assigned to a regular four (4) day work week), or for a period of more than fifteen (15) consecutive work days at a time (for employees assigned to a regular five (5) day work week). The CWA Local Union Representative shall be notified in the case of

any temporary assignment outside the unit in excess of the aforesaid time limits. There shall be no backfills in the unit covered by this Agreement coming from other work locations (in the absence of a dire emergency) if there are unit employees of the same title on temporary assignment outside the unit.

- b) Volunteers for such temporary assignments outside the unit shall be solicited within the applicable classification(s) by bargaining unit seniority; if, however, there are not enough volunteers, employees shall be selected in inverse seniority order.
- c) The Employer shall provide employees with as much advance notice of temporary assignment outside the unit as reasonable possible, and, in the absences of an emergency or other business reasons, not less than forty-eight (48) hours advance notification.

## **Section 2     Travel**

Time spent in travel at the direction of the Employer after reporting to duty and before release from duty shall be treated as work time.

- a) Employees directed by the Employer to use their personal vehicles for travel time during the workday for authorized Company business shall be paid at the then current IRS allowable mileage reimbursement rate. In the event the IRS decreases or increases the allowable mileage reimbursement rate, the Company will adjust the mileage reimbursement rate, not to exceed sixty (60) days from the date of the IRS change.
- b) Bargaining unit employees required to travel out of town, will be reimburses according to the Company travel policy, on the same terms and conditions as non-bargaining unit employees.

## **ARTICLE 32** **GREIVANCE AND ARBITRATION NOTICE**

**Section 1**     All complaints, disputes, controversies, differences or grievances by and between the Union and the Employer and/or between unit employees and the Employer, involving the interpretation, application or performance of this Agreement, which arise solely on or after the effective date but before the expiration date of this Agreement, shall be settled, determined, adjusted and processed in accordance with the procedures set forth in this Article. Any and all disputes between the parties arising before the execution date of this Agreement and/or any and all disputes based on facts, incidents or occurrences taking place prior to the execution date or

subsequent to the termination date, are expressly excluded from coverage and are not in any way encompassed by the Article. Grievances involving the discharge of an employee shall be immediately advanced to STEP 3 of the Grievance Procedure.

- a) STEP 1. Any employee or group of employees having a grievance shall present same either alone or together with an authorized Union Representative to the employee's immediate supervisor within fourteen (14) calendar days after the occurrence of the incident or event giving rise to the grievance, or within fourteen (14) calendar days after the employee(s) should have reasonably have become aware of the facts or circumstances constituting the grievance, whichever is later. The grievance shall be in writing and shall specify the facts giving rise to the grievance, the Article(s) of this Agreement allegedly violated and the remedy sought. A grievance meeting shall be scheduled within ten (10) calendar days after the submission of the written grievance. The supervisor shall answer the grievance within seven (7) calendar days after the meeting.
- b) STEP 2. If the grievance is not satisfactorily adjusted in STEP 1, it may be submitted to the Appropriate Department Manager. The written grievance must be submitted to the Appropriate Department Manager within fourteen (14) calendar days after receipt of the supervisor's STEP 1 denial. A meeting shall be scheduled within ten (10) calendar days after the submission of the written grievance in STEP 2; the Appropriate Department Manager shall answer the grievance in writing within seven (7) calendar days of the meeting.
- c) STEP 3. If the grievance is not satisfactorily adjusted in STEP 2, it may be submitted to the Regional Director of Human Resources. The written grievance must be submitted to the Regional Director of Human Resources or designee within fourteen (14) calendar days after receipt of the Department Manager's STEP 2 denial. A meeting shall be scheduled within ten (10) calendar days with the Union and Company representatives to resolve the grievance. Within fourteen (14) calendar days after the grievance meeting in STEP 3, the Regional Director of Human Resources or his/her designee shall answer the grievance in writing.

## **Section 2**

If the grievance is not satisfactorily adjusted in STEP 3, the Union may submit the Grievance to the American Arbitration Association (hereinafter called "AAA), for binding and final resolution in accordance with the rules and regulations of the AAA. In order to be timely files, the Union's demand for arbitration must be submitted to the AAA and to the Employer's Regional Director of Human Resources or his/her designee in writing within ninety (90)calendar days after receipt of the Employer's denial notification in STEP 3, or if no answer is given,

within ninety (90) calendar days after the last day an answer could have been timely submitted.

- a) The time periods and limits provided herein shall be calculated as of the postmark or hand delivery date of written correspondence. Such time periods may be extended only by mutual written agreement of the Employer and the Union. In the absence of such agreement, the time limits shall be mandatory.
- b) Accordingly, the failure of the aggrieved employee(s) or the Union to file a grievance initially, to process a grievance in any of the Steps in the grievance procedures thereafter and/or to submit the grievance to arbitration in accordance with the express time limits provided herein shall automatically constitute a waiver of the grievance and bar all further action thereon.
- c) The failure of the Employer to so respond or meet within the foregoing time limits shall be deemed a denial of the grievance as of the expiration date of the applicable adjustment period. In such cases, the Union may timely proceed to the next Step in the grievance or arbitration procedure in accordance with the express time limits provided herein.
- d) The arbitrator shall interpret this Agreement in connection with the issues properly presented to him/her for resolution consistent with the terms of the Agreement. The arbitrator's award, not inconsistent with the terms of this Agreement or written supplementary Agreement(s) or the issue(s) expressly submitted for resolution, shall be final and binding upon the parties hereto and the unit employees. The arbitrator shall be bound by the facts and evidence submitted to him/her in the hearing and may not go beyond the terms of this Agreement in rendering a decision. The arbitrator has no authority or power to add to, delete from, disregard, modify or alter any of the provisions of this Agreement or supplements made a part hereof; nor shall he/she have the power or authority to substitute his discretion for that of management in any manner where management has not expressly contracted away its right to exercise such discretion.

### **Section 3**

Only the Union shall have the right to take to arbitration any grievance processed under this Agreement. If the Union fails, refuses or declines to prosecute a grievance on behalf of any employee, or if the Employer and the Union settle any grievance on behalf of an employee hereunder, the employee who has filed such grievance or in whose behalf it has been filed, shall be conclusively bound thereby and both the Union and the aggrieved employee shall thereafter be stopped from reviving or further prosecuting the grievance. In no circumstances does this constitute a waiver of rights for protection under Federal, State or Local laws.

- a) If an employee is discharged, suspended or otherwise disciplined for an offense or infraction not expressly set forth in Article 34 (Discipline) and a grievance with respect thereto is submitted to arbitration, the arbitrator shall retain his/her traditional legal and equitable authority and be empowered to sustain or deny the grievance, in whole or in part, and may award or deny reinstatement, with or without back pay.
- b) In any event, should the arbitrator sustain a grievance involving the discharge or suspension of an employee, any and all awards of back pay shall be offset and reduced by any interim earnings and unemployment compensation insurance collected by the grievant. Moreover, all employees who have been terminated shall have an affirmative obligation to seek work to mitigate claims of back wages. An employee's failure to mitigate shall be considered by the arbitrator. In this regard, the arbitrator shall adjust the amount of back pay, if any, and/or deny a back pay remedy altogether in direct proportion to such mitigation efforts.
- c) Employees reinstated pursuant to this Article who have previously submitted an authorization for payroll deduction of Union dues or Union dues equivalency shall have such amount deducted from any back pay award.

**Section 4** The arbitrator shall render a written decision within thirty (30) calendar days after the hearing is closed (if the parties mutually agree to waive briefs) or thirty (30) days after briefs are filed and the record in the case is closed, unless the parties thereto mutually agree to an extension of such time for a decision.

**Section 5** The cost of the arbitration, including the fees and expenses of the arbitrator, the charges of the AAA and the cost of the transcript where mutually agreed upon shall be borne equally by the parties. Each party shall pay any fees, wages or expenses of its own representatives and witnesses for time lost and the cost of the transcript where there is not mutual agreement to order it.

**ARTICLE 33**  
**PROHIBITION OF STRIKES AND LOCKOUTS**

**Section 1** During the life of this Agreement or any written extension hereof, the Union, on behalf of its officers, agents, stewards and members, agrees that so long as this Agreement or any written extension hereof is in effect, there shall be no strike of whatsoever kind or nature (economic, sympathetic, unfair labor practice, or otherwise), slowdowns, walkouts, sit-downs, picketing, boycotts or any activities which interfere, directly or indirectly, with the Employer's operations. Nor shall there any lockouts by the Employer.

**Section 2** Refusal by an employee to pass through a lawful, primary picket line at a location or sites away from and not involving the Employer's premises and/or places of business covered by this Agreement, shall not constitute a violation of this Agreement, however the employee may be discharged or disciplined for refusal to pass through such a picket line.

**Section 3** In the event any picket line is established by and labor organization at the Employer's premises or places of business covered by this Agreement (whether in furtherance of a dispute or controversy with the Employer, its parent, subsidiary or affiliated companies elsewhere in the State, country or with a contractor of the Employer herein, or otherwise), employees covered by this Agreement shall be required to pass through such picket line and continue to perform their regular and customary services for the Employer. In directing employees to pass through picket lines, the Employer shall consider safety concerns raised by employees.

**Section 4** If any acts or conduct prohibited by Section 1 above occur during term of this Agreement or any written extension thereof, the Company shall not be required to discuss, negotiate, hear or rule on any problem or grievance related to such acts until such time as the prohibited conduct is discontinued.

**Section 5** It is further agreed that in cases of an unauthorized strike, walkout or other cessation of work, the Union, its officers, employees and stewards shall make every reasonable effort to instruct employees participating in any such unauthorized action to return to work.

**Section 6** Any claim, action, or suit for damages or injunctive relief, which is commenced by the Employer as a result of the Union's violation of this Article, shall not be subject to the Grievance and Arbitration provisions of this Agreement.

## **ARTICLE 34** **DISCIPLINE**

### **Section 1**     **Definitions**

- a) The discipline, suspension or discharge of an employee covered by this Agreement shall be for "just cause". In this connection, the Employer agrees to recognize and abide by the practice of progressive discipline.
- b) Accordingly, except in cases involving the "serious offenses" set forth in Category "A" herein, discipline for Category "B" offenses and Category "C" infractions, as hereinafter set forth in this Article, shall be implemented in accordance with the respective progressive discipline steps therein stated.

- c) As used herein for Category “B” offenses and Category “C” infractions, the term “subject to” simply means that the Employer may impose progressive discipline “up to and/or including” the disciplinary penalty stated therein in accordance with its discretion.
- d) It is also understood and agreed that the Employer’s imposition of a lesser penalty in the exercise of its discretion under the “subject to” provisions, shall not constitute or be deemed to constitute a binding practice or precedent for any future cases involving any unit employee.
- e) All credit for rollback of all disciplines shall only include “active” time working, for example, excluding unpaid leave such as: short term disability, long term disability, workers’ compensation, unpaid suspensions, etc. For Category “A” and “B” offenses only, time off while accruing PTO shall be considered active time.

## **Section 2      Disciplinary Rules and Procedures**

### **I                      Category “A” Serious Offenses**

Serious offenses for which “just cause” for summary discharge automatically shall be deemed to exist shall include, but not be limited to, the following:

- a) Carrying and/or possessing intoxicants or unlawful drugs during the course of the work day (*including meal period, break time, overtime assignments, call-backs and standby call-outs*) while on or off the Company’s premises or, at any time on the Company’s premises or in a Company vehicle;
- b) For purposes of this Article, the term “Company premises” shall be defined as anything that is leased, owned or rented by the Company;
- c) Using intoxicants and/or unlawful drugs during the course of the work day (*including meal period, break time, overtime assignments, call-backs and standby assignments*) while on or off the Company’s premises or, at any time on the Company’s premises or in a Company vehicle;
- d) Carrying, possessing or transporting any weapon (*i.e. non-work tool, excluding pocket knife with blade of less than four [4] inches*) explosives during the course of the work day (*including meal period, break time, overtime assignments, call-backs and standby call-outs*) while on or off the Company’s premises, or at any time on the Company premises or in a Company vehicle, without Company permission;

- e) Engaging in or aiding and abetting others to engage in the theft of the Company's services or equipment;
- f) Theft of company property or thing of value from anyone at any time on or off the Company's property;
- g) Engaging in any conduct in violation of the No-Strike provisions of this Agreement;
- h) Willful falsification of employment application, service reports, work orders, route sheets, time sheets or other Company records;
- i) Unprovoked fighting with or assaulting a representative of management, fellow employee or customer;
- j) Deliberately abusing or damaging equipment; vehicles, material or property owned by the Company, a fellow employee or a customer;
- k) Moonlighting and/or working for another employer engaged in work of the type and nature covered by this Agreement or working for a competitor of the Company;
- l) Conviction of any drug-related crime or for any felony involving theft or physical force, regardless of where and when such unlawful conduct occurred;
- m) Failing or refusing to submit to breathalyzer and/or urine tests for determining use of alcohol and/or unlawful drugs, as reasonably directed by the Employer pursuant to the provisions of the Employer's Substance Abuse Policies and Procedures as set for the in Article 38 herein;
- n) Submitting an adulterated sample, and/or violating any other express provisions or requirements of the Employer's Substance Abuse Policies and Procedures;
- o) The inability to drive a Company vehicle in the customary performance of job duties, where driving is an essential function of the job for sixty-five (65) or more calendar days, due to the revocation or suspension of the employee's driver's license. (If, however, there is available work to be performed within the unit covered by this Agreement which the employee is qualified to do, she/he shall be afforded the opportunity to perform such work in lieu of being terminated. As and when such temporary work with the unit no longer exists, the employee shall be permitted to return to his/her prior position, provided

the employee's driver's license has been restored; if not, the employee shall be terminated.)

- p) Aggravated sexual and/or racial discriminatory conduct directed to a management representative, fellow employee or a customer.

## **II Category "B" Offenses**

Offenses for which "just cause" automatically shall be deemed to exist and warrant the imposition of discipline in three (3) progressive steps (*i.e. First Step: Written Warning; Second Step: Subject to Suspension up to three (3) days; Third Step: Subject to Discharge*) shall include but not be limited to the following:

- a) Unauthorized use of an Employer Vehicle;
- b) Carrying unauthorized passengers in an Employer vehicle;
- c) Making unauthorized modifications or alterations to an Employer vehicle;
- d) Taking unauthorized breaks or meal periods;
- e) Using profane or abusive language without provocation to a supervisor or representative of management or customer during the work day (*including meal period, break time, overtime assignments, standby assignments, or on call-outs*) while on or off the Company's premises;
- f) Failing to submit timely reports of personal injuries which affect employee work performance or accidents involving Employer vehicles or equipment;
- g) Sleeping during an employee's actual work hours;
- h) Proven reckless and/or grossly negligent operation of a Company vehicle;
- i) Unreasonable failure or refusal to follow management work directives and orders or deliberately undermining supervisory authority; and,
- j) Violation of the Company's safety rules and regulations, which endanger the safety of oneself or others or endangers the Company's property and equipment.

## **III Category "C" Infractions**

Minor infractions for which “just cause” automatically shall be deemed to exist and warrant the imposition of discipline in five (5) progressive steps (*i.e. First Step: Verbal reprimand; Second Step: Written Warning; Third Step: Subject to suspension up to one (1) day; Fourth Step: Subject to Suspension up to three (3) days; Fifth Step: Subject to Discharge*) shall include, but not be limited to the following;

- a) Taking breaks or meal periods in excess of the time expressly provided in this Agreement without Employer authorization;
- b) Failing to abide by the Employer’s dressing and grooming standards or uniform policy;
- c) Careless and neglectful performance of duties within the score of the employee’s job description;
- d) Using the Employer’s tools, parts, testing equipment, voice mail and electronic mail systems for other than the Employer’s business without prior written approval of the appropriate Department Manager or the Director of Human Resources;
- e) Using profane or abusive language without provocation to a fellow employee during the workday (*including meal period, break time, overtime assignments, standby assignments or call-outs*) while on or off the Company’s premises or, at any time on the Company’s premises.

### **Section 3      Credit and Rollback of Category “C” Infractions**

- a) If an employee is in the foregoing progression, and has no further Category “C” infractions for sixty (60) calendar days from the date of his/her most recent infraction, such infraction shall be removed from the employee’s personnel file and he/she shall revert back to the prior disciplinary step.
- b) Notification of and copies of all discipline shall be given to the employee involved and the applicable Local Union Representative. Communications and/or letters relative to an employee’s disciplinary file shall be removed on the three hundred sixty-sixth (366<sup>th</sup>) calendar day following the day of issuance , or the date of occurrence – whichever is later, and once removed will not be considered a part of such disciplinary record or be used in any proceeding.
- c) Employees may examine their own personnel records in the presence of a management representative (*and on request, with Union representation, on non-work time, after having given the Company reasonable advance notification of his/her intention to do so*).

- d) The Company shall be required to implement disciplinary action if any, within fourteen (14) work days after it has full knowledge of facts on which it based its action.

**Section 4      Attendance Guidelines (Appendix “A”)**

**ARTICLE 35**  
**LEAVES OF ABSENCES**

**Section 1      Bereavement Leave**

It is agreed that full-time employees are entitled to bereavement leave in the event of a death in their immediate family, and will be given time off with pay for up to three (3) days of their regularly scheduled workdays lost due to the death of an immediate family member. Employees must notify their supervisor prior to beginning their leave. Immediate family includes employee’s spouse, same sex domestic partner, child, and stepchild; parent, brother, sister, grandchild, and grandparent. Also included for purposes of this provision are mother-in-law, father-in-law, brother-in-law, sister-in-law, stepparents, stepbrother, stepsister, guardian and adopted child. Should the employee require additional time off from work in connection with such death, the employee may use up to but not in excess of two (2) additional PTO days, provided permission is granted by their supervisor and the department schedule permits. In the event the employee is out of PTO days, he/she may take up to two (2) additional days without pay, provided permission is granted by their supervisor and the work schedule permits. All such bereavement leave described above must be taken consecutively and within ten (10) calendar days after the death. Time spent on paid bereavement leave will be considered hours worked for computing overtime.

**Section 2      Court Leave**

- a) In the event a full-time employee is called for jury duty, the employee will be given time off with pay up to two (2) weeks, less any amount received as compensation for jury duty. While not on active jury duty, the employee will be required to report to work.
- b) A full-time employee shall be eligible for one (1) paid day per year if required to appear as a witness in a legal proceeding if a valid subpoena is presented. Employees shall not, however, be eligible for court leave in cases where they are a plaintiff, defendant, claimant or respondent.

### **Section 3 Military Leave**

An employee who is a member of the United States Army, Navy, Air Force, Marines, Coast Guard and their respective Reserves, Reserves of Public Health Service, or State Reserve will be granted leave of absence for military service, training, or related obligations in accordance with applicable federal or state law.

#### **VOLUNTARY ENLISTMENT OR INDUCTION**

Military leave and the pay and benefits outlined below apply to all regular full or part-time employees, whether voluntarily enlisted or involuntarily called to military service.

#### **PAY SUPPLEMENT**

Comcast will provide supplemental leave pay for employees who are performing active military service for a period of up to one year. ++ Supplemental pay will consist of the difference between the employee's military base pay and what the employee would have earned if working for Comcast. Supplemental pay excluded overtime and commissions and may not last for the duration of active duty.

*++Note: Supplemental pay will be provided for employees commencing military service subsequent to January 1, 2003.*

If the employee's active duty exceeds the length of supplemental pay, the employee, at his or her sole option may utilize other paid leave time to which the employee is entitled.

#### **TO RECEIVE SUPPLEMENTAL PAY:**

The employee must present check stubs indicating the amount of military pay received to his/her HR Representative so that the Company can calculate supplemental pay.

#### **BENEFITS**

All benefits and employment rights for which an employee may be eligible while on military leave will be administered by Comcast in accordance with applicable federal and state law. Employees performing military services are allowed to continue participation and coverage under any employee benefit plan the same as

any other employee on a non-military, non-FMLA (not including STD) leave of absence.

### **GROUP HEALTH PLAN COVERAGE**

Employees on military leave can elect continued coverage for a period of 18 months, beginning on the first day of the month following the employee's 31<sup>st</sup> day of military service.

- If electing continued coverage, for the first month, Comcast will supplement the cost of that coverage and, employees will be entitled to continued group health plan coverage at the same rate active employees pay.
- If the employee does not elect continued coverage, coverage will end on the last day of the month in which the 31<sup>st</sup> day of military service falls. (Example: if an employee goes on Military leave 04/03/03, their 31<sup>st</sup> day would be 05/04/03 and their benefits would end 05/31/03; if an employee goes on Military leave 03/01/01, the 31<sup>st</sup> day would be 03/31/03, and their benefits would end 03/31/04.)
- Upon return from leave, the employee will not have a waiting period for benefits eligibility. Benefits are effective immediately.

### **LIFE INSURANCE COVERAGE**

Employees on military leave will continue life insurance coverage the same as any other employee on non-military leave of absence and all provisions of the Plan document will apply.

### **QUALIFIED RETIREMENT PLANS**

- Vesting and Accrual: An employee's military leave constitutes service for purposes of vesting and benefit accrual under a qualified retirement plan. Military leave is not considered a "break in service" as a result of the employee's absence from employment. However, the benefits and vesting credits that accrue during the employee's military leave will not be credited until the employee actively returns to work.
- 401(k): The employee will be given a period of time following reemployment to make employee contributions to 401(k) plans. Comcast will make matching contributions as the employee actually makes up the contributions

missed during military leave. Employees should consult their HR Representatives for specifics on 401(k) contributions on reemployment.

### **TIME BENEFIT ACCRUAL**

On the thirty-first (31<sup>st</sup>) day of military leave, employees will stop accruing time-off benefits. Upon reemployment, the employee is entitled to the same amount of time-off benefits as if the employee was never on leave. For example, if while on military leave, an employee achieves five (5) years of service with Comcast, the employee will be entitled to the vacation accrual equivalent to that of an employee with five (5) years of service.

### **MERIT PAY**

Merit increases an employee would have received if at work will be based on work performed for Comcast during the review period and will be issued upon reemployment.

### **MILITARY RESERVE LEAVE**

As a reservist, an employee will not lose any seniority or paid time off in the performance of reserve duty, provided the duty is 31 days or less. Comcast will supplement reserve duty pay for ten (10) workdays in a calendar year (unless this provision differs by state law). Supplemental pay will consist of the difference between the employee's reserve duty pay and what the employee would have earned if working for Comcast. Supplemental pay excludes overtime and commissions.

### **REQUESTS FOR LEAVE**

#### **LEAVE FOR ACTIVE OR RESERVE DUTY**

Upon receipt of orders for military service, an employee should notify his/her Supervisor, as well as the HR Representative (Leave coordinator) as soon as possible. Notice may be verbal or written. The employee should submit a copy of the military orders to his/her supervisor and HR Representative prior to beginning military leave or upon return to Comcast, if at all possible.

#### **LEAVE FOR TRAINING AND OTHER RELATED OBLIGATIONS (INCLUDING FITNESS FOR SERVICE EXAMINATIONS)**

Employees will be granted leave for military training and other related obligations in accordance with federal and state law. Employees should advise their supervisor and/or departmental head of their training schedule and/or other related obligations as far in advance as possible. Notice may be verbal or written.

### **REEMPLOYMENT**

Employees returning from military leave shall be reinstated to the position that they would have held had they remained continuously employed by Comcast, or in a similar position, with the same pay, seniority and benefits as if they were never on military leave. Generally, reemployment protection lasts for five (5) years of cumulative military leave.

### **NOTICE REQUIRED UPON RETURN FROM MILITARY SERVICE**

Upon honorable or general discharge from military service, an employee should give notice of their ability to return to employment according to the following schedule (unless this requirement differs by state law).

<u>Length of Military Service</u>	<u>Provide Notice of Readiness to Return to Work</u>
Less than 31 Days	On the first regularly scheduled workday that begins at least 8 hours after the employee has returned from military service.
Between 31 and 180 Days	Within 14 days of returning from military service.
More than 180 Days	Within 90 days of returning from military service.

Note: An employee who has been hospitalized or is recovering from an injury or illness incurred or aggravated while serving should give notice of the situation to the HR Representative upon their return/release from military service if the period of service prior to injury or illness was less than thirty-one (31) days. If service prior to injury or illness was greater than thirty-one (31) days, the employee should give notice at the end of the necessary recovery period (which may not exceed two years).

The Company shall have the right to add to, delete, or modify such policy unilaterally and its sole discretion, without any obligation to bargain.

#### **Section 4 Personal Leave**

- a) Employees who have completed one (1) year of continuous service with the Company may be granted a leave of absence for substantiated personal reasons. Employees may be granted a personal leave of absence with the approval of their Technical Operations Manager and Director of Human Resources or their designees, contingent upon the business needs at the time of the request.
- b) Personal leave of absence may be requested for up to a maximum of one hundred eighty (180) calendar days. However, personal leave of absence will be approved in thirty (30) day increments to allow managers to evaluate business needs prior to granting additional leave.
- c) Employees shall use all accrued PTO
- d) During such personal leave of absence, PTO and seniority shall not accrue after the first thirty (30) days.
- e) During the unpaid portion of the approved personal leave of absence (if applicable) employees may choose to continue their health care coverage in which they will be responsible for the cost of such benefits under COBRA. Monthly payments must be received on a timely basis or COBRA coverage will lapse.
- f) An employee must notify his/her manager a minimum of one (1) week prior to his/her anticipated return date.
- g) The employee shall be reinstated to his/her previous position provided a vacancy exists at the time of his/her return to work. If, because of business need, an employee's job is filled while he/she is on an approved personal leave of absence, that employee will be able to apply for other available positions at Comcast when he/she is ready to return to work and will be considered based on qualifications. If there are no vacancies at the time the employee is scheduled to return to work, he/she will be considered to have been laid off.

#### **Section 5 Volunteer Fire Fighter Leave**

The Employer will comply with all Pennsylvania statues affecting Volunteer Fire Fighters.

**ARTICLE 36**  
**MEDICAL CERTIFICATIONS**

**Section 1** In addition to any medical information or medical examinations expressly permitted elsewhere in this Agreement, medical examinations of unit personnel by a physician or other health professionals (i.e.: psychologists, rehabilitation counselors, occupational or physical therapists) of their own choosing and/or by physicians and other health professionals selected by the Company and at its cost, may be required in the following circumstances:

- a) injury on the job;
- b) absence from work due to an on-the-job or off-the-job injury or illness;
- c) prior to the return to work of an employee on a leave of absence because of an injury or illness;
- d) inability or difficulty of a unit employee to perform his assigned job functions effectively or safely;
- e) employee request for an accommodation on the basis of an asserted disability;
- f) to comply with or permitted by applicable federal or state law, including, but not limited to, the Americans with Disabilities Act.

**Section 2** In the event there is a difference of opinion between the second and first examinations, the parties agree to submit to a binding independent evaluation mutually agreed upon by the Union and the Company, and paid by the Company.

**Section 3** The scope of such medical examinations and the information that may be required by the Company following such examinations shall be limited to:

- a) the employee's functional ability to perform his job functions with or without reasonable accommodations thereon, if any;
- b) the need for accommodations, if any;
- c) the projected or expected duration of the employee's absence from work due to injury or illness;

- d) if an accommodation is requested, sufficient medical information regarding the employee's functional limitations (whether physical or mental) to determine if such employee is an "individual with a disability" as defined by the Americans with Disabilities Act.

## **ARTICLE 37**

### **UNIFORMS**

**Section 1** The Employer shall provide employees with four (4) or five (5) uniform pants and four (4) or five (5) summer weight and winter weight shirts, as determined by the number of days in their work week, one (1) all season jacket and two (2) hats (collectively referred to as the "Company uniform").

- a) The cost and selection of all such pants, shirts, jackets and hats shall be subject to the Employer's sole discretion and the purchase price shall be borne only by the Company. Ordinary and necessary rain gear, consisting of rain jacket and if, as circumstances may warrant, rain pants, shall also be provided to employees for the performance of their duties in rain conditions at no cost to the employee. Moreover, as extreme weather conditions may warrant, the Company shall provide coveralls to unit employees who may reasonably need same to perform their work duties in the field.
- b) Employees shall be responsible for all uniforms issued to them. Laundering and normal mending shall be undertaken by the employees to whom such uniforms have been provided. It is expressly understood and agreed that employees shall wear uniforms, as well as work boots approved by the Employer and supplied by employees, at all times while on duty, and shall not wear these uniforms at any time when off duty.
- c) Worn out uniforms shall be replaced by the Company as may reasonably be necessary to maintain the employee's clean and neat appearance. An employee will not be responsible for the replacement cost of any uniform, rain gear or coveralls unless the Employer can show gross negligence or deliberate misuse by an employee.

**Section 2** Company provided uniforms, including rain gear and/or coveralls shall not contain or be worn with logos, buttons or any other matter or object that is not Expressly authorized by management, except the Company will permit employees, at their discretion, to wear a small officially issued CWA lapel button which is no larger than one and one quarter (1 ¼) inch in diameter, is not inflammatory and in all respects does not pose a safety threat.

**Section 3** It is recognized that this is a service industry and all employees shall maintain a clean and neat personal appearance and dress in accordance with the Company's standards and requirements.

**ARTICLE 38**  
**SUBSTANCE ABUSE POLICIES AND PROCEDURES**

**Section 1 Purpose of Policy**

It is well settled that illegal drugs and alcohol, and in some cases, legal drugs in the work place, can pose a danger to the safety and welfare of employees and the general public. Accordingly, the purpose of the Employer's Drug and Alcohol Policy is to enhance the health and safety of each employee, his or her co-workers and that of customers and the public at large, and to promote productivity. Comcast will attempt to deter alcohol and drug abuse by:

- a) Prevention through education;
- b) Detection through testing;
- c) Assistance and/or rehabilitation, when appropriate; and
- d) Disciplinary action when appropriate;

**Section 2 Applicable Definitions**

- a) Alcohol – means alcohol in any form, including alcoholic beverages (e.g., beer, wine, spirits and/or malt beverages).
- b) Drugs – means illegal and/or legal drugs.
  - i. Illegal Drugs – means controlled substances, including, but not limited to, marijuana, cocaine and cocaine derivatives, opiates, amphetamines, phencyclidine (PCP) and hallucinogens, etc.
  - ii. Legal Drugs – means (a) prescription medication used in accordance with a prescription issued by a medical practitioner authorized to issue the prescription and (b) over-the-counter medications.
- c) Motor Vehicle Accident – means any work-related accident involving a Company-owned vehicle, a private/personal vehicle or rental car used on Company business at any time, whether or not personal injury or property damages results there from, excluding all accidents when the employee is not present in the vehicle when the accident occurred – unless other indicators of negligence or “reasonable cause” exist.

- d) Work-Related Accident – means an accident occurring during the course of the work day (including meal period, break time, overtime assignments) while the employee is performing a function within the scope and course of his/her employment which (i) not only results in an injury to anyone or more of the participants therein or to a bystander(s) thereto, but also (ii) results in a medical treatment therefore by a health care provider.
- e) Under the Influence of Alcohol – means the presence of alcohol in a person’s system measured above .02 blood alcohol content, pursuant to generally acceptable breath alcohol testing methods.
- f) Illegal Drugs – means the presence of illegal drugs or their metabolites in a person’s system at or above the cutoff limits prescribed by a certified SAMHSA lab using either a 5 Panel or 10 Panel drug screen.
- g) Reasonable Cause – means specific, documented observations and/or other reliable objective evidence that an employee may be under the influence of illegal drugs/alcohol. Reasonable cause, by way of example, includes but is not limited to the following:
  - i. on-the-job use or possession of illegal drugs, drug paraphernalia or alcohol, or on-the-job abuse of legal drugs;
  - ii. positive indications of drug/alcohol use such as odor of illegal drugs or alcohol in the vicinity of or coming from the employee, and/or any other abnormal, erratic, irrational conduct or unsafe behavior by an employee during the course of the work day (including meal period, break time, overtime assignments);
  - iii. verified and reliable reports of an employee’s on-the-job drug/alcohol use (anonymous tips and/or mere speculation by others do not constitute a “reliable” report).

### **Section 3 Prohibited Activities**

The following behaviors are prohibited while an employee is working or driving a Company-owned vehicle at any time and while using, their private/personal vehicle or rental car on Company business:

- a) Being under the influence of alcohol, an illegal drug or abusing legal drugs;
- b) Possessing, using, selling, giving or circulating illegal drugs to other employees or anyone else;

- c) Using or possessing alcohol without authorization; or having illegal drugs or metabolites in the employee's system.

#### **Section 4     **Drug and/or Alcohol Testing Occasions****

##### a) Reasonable Cause Testing

- i. In the event "reasonable cause," as defined herein, exists to believe that an employee may be in violation of the Substance Abuse Policies, the Company (at Company expense) may require the employee to submit to urine analysis and breathalyzer testing by a physician or duly accredited medical facility or laboratory to determine if, in fact, the employee is using, under the influence of or otherwise is impaired by illegal drugs or alcohol.
- ii. When a management representative or supervisor concludes that reasonable cause exists and that an employee should be tested for drugs and/or alcohol, his/her observations shall be confirmed by consultation with either a representative of Human Resources, or the Employee Assistance Program or with another management representative or supervisor.
- iii. Following consultation, the management representative or supervisor shall personally take the employee to a collection site. Once the specimen collection has been completed, the management representative or supervisor (as the case may be) shall provide the employee with transportation to his/her residence. The employee shall not be allowed to drive under any circumstances. Thereafter, the employee shall not be permitted to perform any work duties and shall be deemed suspended, with pay, pending receipt of the drug/alcohol test results. If the results are negative, the employee shall be reinstated immediately to his/her prior position. If, however, the results are positive, the provisions of Section 10 herein shall be applicable and pay for each paid day on which the employee was serving suspension shall be deducted from his/her final paycheck.

##### b) Post-Accident Testing

- i. Any employee involved in a work related accident and/or a motor vehicle accident, as defined herein, shall immediately notify his/her supervisor and/or other designated management representative

(regardless of the day and/or time of day or night at which the accident occurred) and shall submit to a drug/alcohol testing shall take place and be conducted at the time such medical treatment is provided. (Moreover, if a unit employee is a passenger in the vehicle at the time of the vehicular accident and sustains an injury, he/she shall also be required to submit to a drug/alcohol test.)

- ii. In all such cases, a management representative or supervisor shall personally take the employee to a collection site. The employee shall not be allowed to drive to the collection site under any circumstances.
- c) Moreover, the management representative or supervisor (as the case may be) shall determine by observation and/or conversation with the employee, and/or by the circumstances of the accident, whether the employee appears presently impaired.
- i. If the employee does not appear to be presently impaired by drugs/alcohol, the employee shall be permitted to return to his/her regular work duties following the completion of the specimen collection and pending the receipt of the drug/alcohol test results. If, however, the results are positive, the provisions of Section 10 herein shall be applicable.
  - ii. If the employee does appear to be presently impaired by drugs/alcohol, the management representative or supervisor (as the case may be) shall provide the employee with transportation to his/her residence following the completion of the specimen collection. Thereafter, the employee shall not be permitted to perform any work duties and shall be deemed suspended with pay, pending receipt of the drug/alcohol test results. If the results are negative, the employee shall be reinstated immediately to his/her prior position. If, however, the results are positive, the provisions of Section 10 herein shall be applicable and pay for each paid day on which the employee was serving suspension shall be deducted from his/her final paycheck.

d) Confirmation Testing Following Rehabilitation

Employees who self-refer and successfully complete an EAP sponsored/supported substance abuse rehabilitation program shall be subject to random testing for up to one (1) year following the completion of the program. The number and scheduling of all such tests shall be determined solely by the EAP Health Services Specialist.

## **Section 5      Testing Methods**

- a) Illegal drugs – all urine samples tested will first be screened using an EMIT test or its equivalent. All tests shall be done utilizing a sealed split sample available upon request of the employee. If, on the initial screening, the sample tests positive, it will be verified using gas chromatography/mass spectrometry (GC/MS) or its equivalent. Only the results of the second confirmatory test shall be reported to the Company and used as a basis for action. A drug test shall be considered positive in accordance with the cutoff limits prescribed by SAMHSA.
  
- b) Alcohol – breath alcohol testing via a breathalyzer shall be the standard method for conducting alcohol screening, unless individual circumstances require alternative testing methods. An alcohol test shall be considered positive if the alcohol level in the employee’s system exceeds .02 blood alcohol content.

## **Section 6      Availability of Test Results**

Any person who has been tested may obtain, by written request to the Company’s Medical Review Officer, a copy of all records maintained of that person’s confirmatory test results and may submit written information explaining any such results.

## **Section 7      Confidentiality**

Test results will be kept confidential and will only be released to a Medical Review Officer, to those employees of the Employer with a reasonable business need to know the contents thereof, as required by a court of law or as otherwise authorized by the affected employee.

## **Section 8      Appeal**

An employee, who believes his/her test results are erroneous, may appeal. An employee, after receiving a confirmed positive test result may elect to have the original sample re-tested. The only issue that may be considered in the appeal is whether the test results are erroneous. Should the re-test confirm the initial positive test results, the cost of the re-test shall be borne solely by the employee. If, however, the re-test establishes that the initial positive test results were erroneous, the Company will reimburse the employee for the full cost of the appeal.

## **Section 9 Treatment or Assistance for Substance Abuse**

The Company supports employees' efforts to seek and benefit from treatment for substance abuse. Therefore, employees with substance abuse problems are encouraged to refer themselves to a substance abuse treatment program. Self-referral is defined as a voluntary admission of a substance abuse problem and entry into a treatment program. The EAP can be used as a resource for employees with a substance abuse problem. Voluntary self-referral shall not be considered grounds for discipline or dismissal.

## **Section 10 Discharge for Substance Abuse**

An employee shall be terminated from employment for substance abuse violations in the following circumstances:

- a) Failure of an employee, who voluntarily self-referred into a substance abuse program, to satisfactorily complete the program or to comply fully with the rules or requirements of the program;
- b) Testing positive on a confirmatory random test within one (1) year following the satisfactory completion of a self-referred substance abuse rehabilitation program;
- c) Failure and/or refusal of an employee to submit to drug/alcohol testing as reasonably direction by the Company in accordance with the provisions of this Article;
- d) Failure and/or refusal of an employee to provide a specimen or to provide a sufficient quantity of urine (at last 60 milliliters) at the collection site;
- e) Submitting an adulterated sample or otherwise tampering with or substituting urine samples;
- f) Testing positive to an alcohol/drug test following a work-related accident, and/or motor vehicle accident, as defined herein, or in connection with "reasonable cause" substance abuse testing, as defined herein.

## **ARTICLE 39 EMPLOYEE ASSISTANCE PROGRAM**

During the life of this Agreement, unit personnel shall be eligible for the Company Employee Assistance Program (EAP) on the same terms and conditions as other employees in the same job

classifications within the system. The Employer shall have the right to add to, delete, or modify the EAP unilaterally and at its sole discretion, without any obligation to bargain, provided that such changes are uniformly applied to unit and non-unit employees in the same job classification within the Region.

## **ARTICLE 40**

### **TOOLS & EQUIPMENT**

- Section 1** The Company, at its own expense, shall provide new employees with necessary hand tools and equipment, hooks and belt, hard hats and safety glasses for the performance of their assigned duties. Suitable climbing boots shall be worn by field personnel. The Company shall provide a payroll deduction plan for employees to facilitate their purchase of the required boots.
- Section 2** Employees shall sign a receipt for all tools and equipment issued to them and they shall be responsible for all such tools and equipment, provided they are supplied with a lockable vehicle and/or other safe and secure place in which to store them.
- Section 3** All tools and equipment provided by the Company which are broken down by an employee while he/she is engaged in performing services for the Company shall be replaced by the Company, without cost to the employee, provided that such tools were not intentionally or maliciously broken due to the employee's gross negligence.
- Section 4** All tools and equipment provided by the Company, which have been worn out while used solely by the employee in performing services for the Company shall be replaced by the Company, without cost to the employee, provided the employee turns over such worn out tools to the Company.
- Section 5** An employee will not be responsible for the replacement cost of any tool or equipment unless the Employer can show gross negligence or deliberate misuse by an employee. In such cases the employee will be charged the cost of the tool or equipment minus allowance for use.
- Section 6** In the situation that the employer can show gross negligence or deliberate misuses by an employee and it is necessary to pay for the tool, if the replacement cost is twenty-five dollars (\$25.00) or less, the employee shall remit such money in full to the Company; if replacement cost is in excess of twenty-five (\$25.00), but less than six hundred dollars (\$600.00), twenty-five dollars (\$25.00) shall be deducted from the employee's pay each pay period until repayment is completed; if however replacement cost is in excess of six hundred dollars (\$600.00) fifty dollars (\$50.00) shall be deducted from the employee's pay each pay period until repayment is completed.

## **Section 7**

### **Working Aloft With Ladders and Aerial Lift Policy**

#### **Introduction:**

To comply with the Occupational Safety and Health Administration (OSHA) legal requirements, and to stay within manufacturers' weight restrictions for ladders, aerial lifts and fall protection equipment, Comcast has developed the following practice designed to protect employees from injury.

#### **Employees Covered:**

The Working Aloft with Ladders and Aerial Lift Policy applies to all Keystone Region employees who work aloft on ladders and/or aerial lifts. Employees must maintain a weight according to the following sections depending on their job functions and equipment assigned.

#### **Ladder Weight Restrictions:**

There are two primary types of ladders in use at Comcast, each having a maximum weight restriction.

Type IA – 300 total pounds capacity

Type IAA – 375 total pounds capacity

Every ladder is required to be labeled indicating the weight limitation it is rated for. A 25 pound deduction is required from these weight limitations to accommodate the weight of equipment used or worn. Therefore, the maximum body weight of an employee using a type IA ladder is 275 pounds, and the maximum body weight of an employee using a type IAA ladder is 350 pounds.

#### **Aerial Lift Weight Restrictions:**

There are two primary types of aerial lifts (bucket trucks) in use at Comcast, each having a maximum lifting capacity. A limited number of lifts have a lifting capacity of 300 pounds, while the majority of lifts have a lifting capacity of 350 pounds. Every aerial lift is required to be marked with the maximum lifting capacity for that lift. A 25 pound deduction is required from these weight limitations to accommodate the weight of equipment used or worn. Therefore, the maximum body weight of an employee is 275 pounds in a 300 pound lift and 325 pounds in a 350 pound lift.

Additionally, employees are required to use a safety harness and lanyard at all times while operating an aerial lift. The harnesses also have weight limitations, and each

employee is required to use a harness that will support his/her body weight plus 25 pounds for equipment.

Any other equipment that is used for working aloft must be evaluated for proper weight limitations. A 25 pound tool deduction is required on all equipment ratings.

**New Hires/Transfers:**

New hires and internal employees transferring to a position which will require them to work aloft, must meet the weight requirements of this policy. These individuals will be required to have their weight, in street clothes, verified to ensure compliance with the Comcast Working Aloft policy.

Our pre-employment clinics that are used for drug/alcohol screening may be used to conduct this evaluation as a part of the pre-employment screening process, and compliance with the weight limits of this policy is a condition of employment.

**Existing Employees Who Work Aloft With Ladders and Aerial Lifts:**

The Working Aloft policy will be reviewed annually with all applicable employees and these individuals will be required to have their weight verified once per year. To maintain privacy, the weigh-ins must be conducted on company time, by a third party vendor, such as a medical clinic which has an up to date certified scale. The employee should be dressed in his/her normal work clothes, including work boots. To maintain safe work practices for our employee's safety, local management or Human Resources upon just cause may request that an employee's weight be verified to ensure compliance without Working Aloft policy. To document the weigh-in, form found in Appendix O must be completed and signed for each employee being weighed. The completed forms are to be returned to the local HR representative.

**Employees Who Exceed Weight Requirements:**

If an employee should exceed the weight limit requirements:

- If there are tools or equipment available which would satisfy the weight criteria the employee shall be provided those tools and/or equipment.
- If the situation cannot be resolved with providing tools or equipment the Company and the Union shall mutually agree how to proceed.

**ARTICLE 41**  
**EMPLOYER VEHICLES**

**Section 1** Employer vehicles shall be assigned to field personnel for use in connection with the performance of their regular work duties, as the Employer deems necessary.

The Employer may require employees to park Employer vehicles at the end of the work day at their residence or at designated locations at or in close proximity to the system office to which the employee customarily reports each day.

(A) Employees hired after August 19, 2015, who live outside a thirty (30) minute drive time to the edge of the Pittsburgh System must park their assigned vehicle at the Corliss facility and begin and end their shift at the Corliss facility. Employees hired prior to August 19, 2015 who live greater than thirty (30) minutes' drive time from the edge of the Pittsburgh System shall be required to start their workday at the Corliss facility while home garaging their vehicle.

- Section 2** The Employer must give one hundred and twenty (120) days' notice before if changes the requirement as to where employees must park the vehicles.
- Section 3** If the Employer requires employees to park Employer vehicles at the work location secure parking shall be provided for the employees.
- Section 4** The Employer may continue it its discretion to permit employees assigned to standby duties the option to keep and maintain their assigned Employer vehicle at their residence of record, after hours, for each day on which they are on standby.
- Section 5** Employer vehicles shall be used solely and exclusively on Employer related business in the performance of an employee's assigned work duties or for daily transportation to and from an employee's residence of record and work as expressly provided in and in accordance with the provisions of Section 1, above. Under no circumstances may an Employer vehicle be used for personal reasons or personal business without the prior, express approval of the employee's Supervisor or Manager.
- Section 6** Employees shall be required to keep all Company assets secure at all times. This includes, but is not limited to, test equipment (i.e. meters, TDRs and sweep receivers, etc.), Company credit cards and keys while an Employer vehicle is parked at their residence of record or other designated location. Converters and tools shall remain in the locked tool bin of the vehicle.
- Section 7** 1. All traffic violations and/or Preventable accidents shall be determined in accordance with the guidelines stated in Part one (1) under Collision Review and Using National Safety Council Guidelines for Determining Motor Vehicle Accident Preventability" published by the National Safety Council. If an accident was not preventable there shall be no discipline. Preventable accidents are defined as accidents that are deemed to be at the fault of the driver. Management will determine whether an accident is preventable or non-preventable. All traffic violations and/or preventable vehicle accidents while driving a Comcast vehicle

will be monitored and will subject the employee to corrective action as follows:  
(Any discipline under this provision shall only be for just cause.)

- One (1) violation or accident will result in counseling/coaching session to discuss why the accident was ruled preventable and what actions could have been taken by the employee to avoid the accident.
- Two (2) violations or accidents will result in verbal warning.
- Three (3) violations or accidents will result in a written warning.
- Four (4) violations or accidents will result in a final written warning.
- Five (5) violations or accidents will result in a termination.

o A step in the progressive discipline process may not be skipped, except if the prior incidents occurred within six (6) month timeframe and the final incident has progressed in severity.

a. Each incident will result in the next step of progressive corrective action if the employee has had any incidents as defined above within the past twelve (12) months.

b. When an employee remains incident free to twelve (12) consecutive month, the progressive corrective action process will start over.

c. Employees are required to report all on duty traffic violations to his/her supervisor immediately after first aid is obtained as necessary, and law enforcement is requested. Employees are required to adhere to all Pennsylvania Motor Vehicle Operations laws and regulations. Employees are responsible for any and all moving violations.

d. Any incident will only be charged as one (1) violation, example if a technician has an accident and receives a ticket for his/her role in the accident it will only be counted as one (1) step toward possible progressive discipline.

2. The discipline article in the Collective Bargaining Agreement remains the same. The Preventable Accident Agreement will be a new standalone article just as Drug Testing is a standalone agreement.

3. Loss of driving privileges, other driving complaints, and commuting program for drivers who are using Company provided vehicles, Drivers who drive personal vehicles on company business, motor vehicle reports

(MVRs), and loss of driving privileges will follow the discipline standards and language already in the Collective Bargaining Agreement. Operating a company vehicle with a suspended or revoked license will fall under the Category “A” Violation and may result in appropriate action up to and including termination.

4. Following any vehicle incident in which any damage occurred to the company vehicle or third party vehicle, an accident review board will determine whether it was preventable or non-preventable. At a minimum, the review board will consist of one safety representative and the employee’s Tech Ops. Manager and Tech Ops. Supervisor. Prior to a final determination on whether an accident was preventable, the union president or in his absence, a union officer or representative shall have the opportunity to review the findings and provide input. If a decision cannot be reached by the review board, the investigation will be elevated to the respective Tech Ops. Director, Safety Director and HR Director. The final decision of discipline resulting from a vehicle accident will rest with the VP of Tech Ops.

## **ARTICLE 42**

### **HEALTH AND SAFETY**

**Section 1** The Company and the Union recognize the importance of maintaining healthful and safe working conditions and both will cooperate to that end. The company agrees to maintain safe, sanitary and healthful conditions in all work areas and to adhere to all applicable Federal, State and County laws pertaining to the health and safety of employees. All employees will be made aware of and fully comply with the Company’s Safety Practices, and OSHA standards.

- a) The Company will provide safety equipment and training to all employees as set forth in the Company Safety Practices Manual and required OSHA standards. The company will provide ladder chocks and ladder straps, or equivalent, to all employees working in the field.
- b) At all Company hub sites and/or headend facilities which are regularly staffed by unit personnel, and at all such locations which are (i) not regularly manned and (ii) do not have toilet facilities in reasonably close proximity thereto, the company shall provide portable toilet facilities under the following conditions:
  - i. The portable toilets shall be readily accessible by unit employees;
  - ii. The portable toilets shall have adequate lighting, be secure, and have heating, as necessary; and
  - iii. Such toilets shall be well maintained and properly serviced.

- c) Moreover, at all Company hub sites and/or headend facilities which are regularly staffed by unit personnel, and at all such locations which are (i) not regularly manned and (ii) do not have hand washing facilities in reasonably close proximity thereto, the Company shall provide portable hand washing facilities for unit personnel.

**Section 2** The Company shall furnish and perform all necessary maintenance on Company vehicles. The employee assigned to a vehicle shall be responsible for the normal care and inspection of the vehicle and shall be required to notify management immediately of any maintenance or repairs that the employee is aware of which must be performed on the vehicle. An employee shall not be required to perform maintenance or repairs on his/her vehicle, or to drive such vehicle to a repair facility during the employee's non-work time.

**Section 3** The Employer and the Union agree to establish a joint committee on health and safety. The committee shall consist of representatives from the bargaining unit and representatives from the Employer, the Union shall appoint one (1) representative to the Committee. The Committee shall meet no fewer than four (4) time per year. The representative from the bargaining unit shall be paid at their regular rate of pay while attending such meetings.

All such meetings shall be held during regular work hours (between 8:00 AM and 5:00 PM).

**Section 4** Employees shall not be required to perform field work duties where, based on the totality of the circumstances at the assigned work location, the performance thereof would unreasonably subject them to injury, illness or jeopardy. Employees shall be required to bring all such conditions and concerns immediately to their immediate supervisor and/or other designated non-unit management representative and request assistance and direction.

**Section 5** The Union will be notified of any workplace illness, or injury which requires hospitalization or fatality at the time the Company receives knowledge or reasonably thereafter.

### **ARTICLE 43** **PAID TIME OFF (PTO)**

The Company provides Paid Time Off (PTO) benefits to all regular full-time and Part-time employees who work twenty (20) or more hours per week. Employees are eligible to begin accruing PTO as of their hire dates. Employees can use the hours in his or her PTO account to schedule time off when the employee needs it subject to the Company's business needs and with the employee's supervisor's approval. An employee's account may be used for different types of time away from work such as vacation, holidays, sick days, personal days,

school functions, etc. Temporary employees, leased employees, independent contractors and any persons not classified as a regular full-time or part-time employees are not eligible.

### **Section 1      Accruing PTO**

Each pay period, employees accrue PTO hours in a PTO bank account based on his or her account an employee accrues in his or her PTO bank account is based on the employee's Years of Service and the number of hours normally scheduled to work per week. An employee begins earning PTO at a higher rate in the pay period in which he or she reaches the one-year (1), three-year (3), five-year (5), and ten-year (10)-year service anniversaries. Part-time employees working less than forty (40) hours per week earn a prorated amount of PTO in direct proportion to the percentage of hours worked, based on a forty (40) hour work week. For example: if an employee works twenty (20) hours a week the prorated PTO hours accrued would be 50% or one half the accrued hours of a full-time employee working forty (40) hours per week.

### **Section 2      PTO Accrual Cap**

The number of hours an employee may have in a PTO account is limited to the number of hours the employee is eligible to receive in a Twelve (12) – Month Period. This is called a PTO Accrual Cap. If an employee's PTO balance reaches the PTO Accrual Cap, the employee stops accruing PTO. Once an employee uses some of his or her PTO and the balance drops below the PTO Accrual Cap, the employee begins accruing PTO hours again.

Except as otherwise provided herein, an employee shall continue to accrue PTO hours while on an unpaid leave of absence up to, but not in excess of the first thirty (30) days of such leave of absence.

### **Section 3      Requesting PTO**

Unless an employee's absence is totally unexpected, the employee must obtain approval from his or her supervisor before scheduling time off. Approval of a PTO request depends on the Company's and the Department's business needs.

- a) An employee must obtain a supervisor's approval as far in advance as possible. A minimum of 24 hours advance notice is required. Time off without a 24 hour prior approval will be considered an unscheduled absence or tardiness.

- b) An employee must call their supervisor or designee at least one (1) hour before their designated starting time to explain the reason for an unscheduled absence or tardiness. Relatives or friends should not call in for an employee except in an emergency.
- c) Unscheduled absences are addressed in Appendix A.

#### **Section 4 Using PTO**

An employee can use PTO as he/she wishes, for vacation, holidays, illness (whether sick of need the time off to care for a family member), appointments or other personal business. An employee must use PTO prior to an unpaid absence. PTO must be taken concurrently with FMLA. When an employee uses PTO, the number of hours deducted from his or her PTO account will be based on his or her regular workday.

- a) Employees may use their PTO time in increments of less than one day.
- b) Employees can request as little as 15 minutes PTO at a time.

An employee may have a negative PTO balance of up to forty (40) hours with management approval, provided the employee has a valid reason and business needs permit. Employees must pay their negative PTO balances back with future PTO accrued hours.

#### **Section 5 Reporting Time**

All regular full-time and part-time employees are required to submit time sheets every pay period showing hours worked and PTO. Employees will be paid based on the hours that are reported. Reporting time as worked when an employee actually takes time off may result in discipline up to and including termination.

#### **Section 6 Company-Designated Holidays**

Holiday schedules vary by Department. The holiday schedule for a Department is distributed near the end of each year for the following year. If an employee does not work on a holiday that falls on a regular work day, the time should be reported as PTO for that day. In addition to vacation, sick and personal time, there is time included in an employee's PTO account for holidays.

## **Section 7      Holiday Pay**

Depending on the business needs of the Company and Department, an employee may need to work on Company designated holidays. If an employee works on a Company designated holiday, the employee will be paid in accordance to the Holiday/Holiday Pay Article, and be able to use a PTO day at another time.

## **Section 8      Cashing Out Unused PTO**

Toward the end of each year, employees are able to elect to cash out up to five (5) days or forty (40) hours of unused PTO time, as long as the employee has a remaining balance of at least 10 PTO days (eighty [80] hours) in their account at the time of payout. If an employee cashes out he/she will receive a check in the first quarter of the following year for the value of any eligible unused PTO time elected to cash out.

## **Section 9      Leaving the Company**

- a) If an employee leaves the Company and has a PTO balance, the employee will be paid for the amount in their account.
  
- b) If an employee leaves the Company with a negative PTO balance, the negative amount will be deducted from the employee's final paycheck.

**Section 10 Accrual Chart**

Years of Service		Example 1		Example 2	
If you have more than...	But Less Than...	Full-Time employee PTO total Hours (40-hour week)	PTO Hours Accrued per Pay Period (40-hour week)	Part-Time Employee PTO Total Hours (30-hour week)	PTO Hours Accrued per Pay Period (30-hour week)
0 years	1 year	184	7.0769	138	5.3076
1 year	3 years	200	7.6923	150	5.7692
3 years	5 years	216	8.3077	162	6.2307
5 years	10 years	240	9.2308	180	6.9230
10 years	N/A	280	10.7692	210	8.0769

**Section 11 Disability Supplemental Hours (DSH)**

- a) An employee that has credited DSH hours shall continue to maintain their account.
- b) The hours may be used only to supplement short-term disability payments, if the short-term disability payments are less than 100% of the employee’s base pay.
- c) Under no circumstances shall the combination of short-term disability payments and DHS pay exceed 100% of an employee’s base pay.
- d) DSH hours used to supplement short-term disability shall be deducted from the employee’s account, until the total number of hours in the account are exhausted.
- e) Employees may not have a negative balance of DSH hours.
- f) DSH hours are not accrued and therefore, may not be cashed out.

**ARTICLE 44**  
**PTO AVAILABILITY**

**Section 1** Up to 15% of the employees working the same shift in each supervisor’s work group shall be permitted to be scheduled off on a given day. When the application of the percentage figure specified above results in other than a whole number, the number yielded will be rounded up to the next whole number.

**Section 2** The Company will make an effort to allow up to 20% of employees working the same shift in each supervisor's group to be scheduled off on a given day, depending on the needs of the business at the time of the employee request.

**Section 3** A minimum of one (1) week advance notice is required for an employee to take a week off. A minimum of one (1) days advanced notice is required for an employee to take an individual day off.

**ARTICLE 45**  
**PTO SCHEDULING**

PTO shall be scheduled by seniority in the bargaining unit, in accordance with the scheduling needs of the Employer. Requests received on or before March 30<sup>th</sup> will be approved according to seniority. Requests received after March 30<sup>th</sup> will be approved on a first-come, first-served basis. PTO not scheduled in such a fashion may be granted, provided such change does not impact the business or affect the PTO schedule of another employee who properly scheduled PTO.

**ARTICLE 46**  
**HEALTH AND WELFARE**

**Section 1** Bargaining unit employees shall be eligible for the same Medical, Life Insurance, Retiree Medical Stipend Program, Courtesy Cable and High Speed Internet Retiree benefits, AD&D, Dependent Life, Long Term Care, Real Life Benefits, Flexible Spending Plan, Vision, Dental Benefits, STD, LTD, 401k, Financial Planning and Pension Plan under the same terms and conditions as the non-bargaining unit employees. The Employer shall have the right to add to, delete, or modify such benefits and policies unilaterally and in its sole discretion, without any obligation to bargain, provided that changes are made on the same basis as non-represented employees.

**Section 2** The Employer agrees to notify the Union in advance of any modification in the plan(s) prior to the implementation date of said modifications. The Employer agrees to discuss changes in the plan if requested by the Union.

**ARTICLE 47**  
**VOLUNTARY BENEFITS**

Except as provided herein, any voluntary benefits which are now in effect for unit personnel or may in the future be put into effect for unit personnel, shall only be continued at the option of the Company, and any discontinuance thereof shall not constitute a violation of this Agreement. Voluntary benefits shall include by way of example and shall in no event be limited to, employee parking facilities, vending machines, incentive subscriber growth bonuses or rewards, employee

performance or production standard bonuses, attendance bonuses (e.g. Silver Star), equipment return and retention bonuses, sales bonuses and/or sales commission payments (i.e., for conversion of unauthorized viewers, upgrades, non-pay field collects or otherwise), discount tickets and Company sponsored social events and activities, etc. The Employer shall have the right to add to, delete, or modify such programs unilaterally and in its sole discretion, without any obligation to bargain, provided such changes are uniformly applied to unit and non-unit employees in the same classification within the Region.

### **Section 1      Service Anniversary Awards Program**

During the life of this Agreement, unit personnel shall be eligible for the Comcast Service Anniversary Awards program on the same terms and conditions as other employees. Time accrued by current bargaining unit personnel during their employment with a company acquired by Comcast will be credited for such purposes. The Employer shall have the right to add to, delete, modify or eliminate the Program unilaterally and at its sole discretion, without any obligation to bargain.

### **Section 2      Education Assistance**

During the life of this Agreement, unit personnel shall be eligible for the Comcast Education Assistance Program on the same terms and conditions as other employees in the same job classifications. The Employer shall have the right to add to, delete, or modify such Program unilaterally and in its sole discretion, without any obligation to bargain, provided that such changes are uniformly applied to unit and non-unit employees in the same classifications.

### **Section 3      Stock Purchase Plan**

- a) During the life of this collective bargaining agreement, unit personnel shall be eligible to participate in the Comcast Stock Purchase Plan (“Stock Purchase Plan”) uniformly provided by Comcast for and on behalf of itself, its subsidiaries, affiliates and all its non-union represented employees in accordance with the express terms, conditions and provisions contained in such plan; a copy of such plan and summary plan description thereof have been provided to the Union, receipt of which is acknowledged. The terms, conditions and provisions of such Stock Purchase Plan are incorporated by reference herein and made a part hereof.
- b) The Stock Purchase Plan may unilaterally be altered, amended, modified or otherwise unilaterally changed by Comcast without the necessity or reopening collective bargaining or engaging in collective bargaining with the CWA, provided the changes apply on a uniform basis to non-represented employees

in Comcast in the same job descriptions as those represented by the CWA herein.

- c) Written notification, via certified mail (return receipt requested) of a subsequent, uniform modification, alteration, change or supplement of the terms, conditions or provisions of the aforesaid Stock Purchase Plan, if any, shall be provided to the Union with all due dispatch. The aforesaid uniformly modified, altered, changed or supplemented terms, conditions or provisions shall become effective fifteen (15) calendar days following receipt by the Union of the written notification.
- d) Although nothing herein contained shall in any way preclude the Parties from voluntarily engaging in good faith discussions regarding the nature of the altered Plan terms, conditions or provisions, if any, and the effect of same on unit personnel, it is expressly understood and agreed that (i) any and all disputes concerning such matter shall not be subject to the Grievance and Arbitration provisions of this Agreement, and (ii) neither party may engage in conduct in violation of Article 33 (No Strike – No Lockout) of the Agreement in connection with any possible disagreement over the implementation of altered Plan terms, conditions or provisions during the life of this Agreement.

#### **Section 4 Cable Services for Unit Employees**

Employees shall be eligible for free or discounted service on the same terms and conditions as non-unit employees in the Region. The employer may unilaterally modify the terms of such service as long as it does so on a uniform basis between unit and non-unit employees in the Region.

#### **Section 5 Comcast Incentive Plan (CIP) Bonus Plan**

Effective for the 2010 payout of the 2009 CIP Bonus and during the life of this Agreement, unit personnel shall be eligible for the Comcast Incentive Plan (CIP Bonus Plan) on the same terms and conditions as non-bargaining unit employees in similar job classifications in the Region. The same terms and conditions shall include, but not limited to, Corporate, Divisional and Regional goals to determine what percent of the bonus shall be paid out and overall individual performance to determine the employee's eligibility for said bonus. Goals and performance metrics may change from year to year as long as they change uniformly for both bargaining and non-bargaining unit employees in similar job classifications. The Employer shall have the right to add to, delete, or modify such Plan unilaterally and in its sole discretion, without any obligation to bargain, provided that such changes are uniformly applied to unit and non-unit employees in similar job classifications in the Region.

**Section 6      Boots**

Bargaining unit employees shall be furnished work boots in accordance with OSHA standards on the same terms and conditions as non-bargaining unit employees. The employer shall have the right to add to, delete, or modify such Plan unilaterally and in its sole discretion, without any obligation to bargain, provided that such changes are uniformly applied to unit and non-unit employees in similar classifications in the Region.

**ARTICLE 48**  
**WORKERS' COMPENSATION**

It is agreed that employees if absent from work due to a job related injury or illness covered under Workers' Compensation Law will receive benefits in accordance with the current state laws.

**ARTICLE 49**  
**UNION LEAVE**

**Section 1**      As used herein and elsewhere in this Agreement, the term "Staff Representative" refers to individuals actively employed and paid by the International.

**Section 2**      As used herein and elsewhere in this Agreement, the term "Authorized representative(s) of the Union" refers to a unit employee, who has been duly elected or designated as a "representative" for the unit.

**Section 3**      Operational requirements of the Company permitting, up to but not in excess of four (4) employees, serving as authorized representatives of the Union or duly elected officers of the Local, at any one time, may be excused without pay at the request of the Union, to attend periodically to Union business activities. The Union shall make all requests for excused absences as far in advance as possible, in writing, and not less than seven (7) calendar days in advance.

**ARTICLE 50**  
**UNION ORIENTATION**

Newly hired personnel shall be duly notified by the Company that they may meet with the Union Representative on work time and without loss of pay, up to but not in excess of twenty (20) minutes, in order to receive information about the Union. All such meetings, as aforesaid, shall be scheduled by the employer and held within the first two (2) weeks after hire.

**ARTICLE 51**  
**UNION REPRESENTATION**

**Section 1      Local Union Representatives**

- a) The Company shall recognize and deal with those unit employees who have been designated and/or elected by the Union as Local Union Representatives.
- b) For each Supervisor Work Group maintained by the Employer, the Union may have up to but in excess of one (1) Local Union Representative.
- c) Except as otherwise provided herein, the duties, functions, and responsibilities of a Local Union Representative shall be confined to the specific Supervisor Work Group in which he/she is actively employed and for which he/she has been so designated or elected as such representative by the Union.
- d) The Union shall notify the Company, in writing, of the election, selection and/or change of the designated Local Union Representative for each specific Supervisor Work Group.
- e) Local Union Representatives shall endeavor to communicate with unit employees regarding the investigation or processing of grievances on non-work time and in non-work areas. Should it become necessary, however, for a Local union Representative to confer with unit employees on work time and/or in actual work areas of the plant for the aforesaid purposes, the Local Union Representative may do so without loss of pay or time, provided prior approval therefore has been granted by his/her Department Manager or his/her designee. Permission shall not be withheld unreasonably. Local Union Representatives shall not abuse the grievance handling privilege. In any event, no discussions shall be held on actual work time for more than thirty (30) minutes in any one (1) day unless additional time is required and authorized by the applicable Department Manager or his/her designee.
- f) Local Union Representatives attending grievance/disciplinary meetings or investigatory interviews with representatives of management during the course of their regular work day, shall suffer no loss of pay therefore, and compensation shall be computed at such Representative's regular straight time rate of pay.
- g) Upon at least seven (7) calendar days advance written notification from the Union to the applicable Department Manager, each officially designated and/or elected Local Union Representative herein shall be granted an unpaid, excused personal leave of absence for up to but not in excess of one (1) day

for the express purpose of attending a Grievance Training class conducted by the Union. Except as otherwise approved or authorized by the applicable Department Manager pursuant to the provisions of Article 49 (Union Leave), an officially designated and/or elected Local Union Representative may be granted such leave only once during the life of the current Collective Bargaining Agreement. The Union warrants that the foregoing leave privileges will not be abused.

## **Section 2      Attendance at Disciplinary Meetings by Local Union Representatives**

- a) At any meeting between a representative of the Company and an employee in which pre-determined (including warnings which are to be recorded in the personnel file, suspension, demotion or discharge for cause) is to be announced, the Local Union Representative for the specific Supervisor Work Group to which the affected employee has been assigned, may be present, if the employee so requests.
- b) The absence of unavailability of the Local Union Representative for the specific Supervisor Work Group to which the affected employee has been assigned, however, shall not unreasonably delay the Company from imposing the pre-determined discipline.
- c) A delay shall be deemed unreasonable herein if it exceeds four (4) hours from the time such Local Union Representative was summoned to attend the meeting.
- d) If such Local Union Representative is not at work (i.e. day off, leave, PTO etc.) or otherwise is not readily available within the timeframe specified in B.2(b) above, the Employer (if requested) will endeavor to obtain the presence of another Local Union Representative from any of the other Supervisor Work Groups within the unit to act in his/her stead, provided: (i) the departure of the other Local Union Representative selected by the Company from his/her assigned Supervisor Work Group would not significantly disrupt or adversely affect scheduled operations and/or the job assignments therein; and (ii) the selected Local Union Representative is available to attend the meeting with the timeframe set forth in 2.(b)(ii) above.
- e) If, however, none of the other designated or elected Local Union Representatives within the unit are able to meet the criteria outlined in B.2(b)(c)(i) and (ii) above, the Employer shall promptly notify the CWA Local 13000 Western Region Vice President of his/her designee who, in turn, will attempt to provide representation for the employee. Should the Union fail, refuse or otherwise be unable to do so within the timeframe specified in

B.2(b) above, the disciplinary meeting shall be conducted without Union representation.

### **Section 3 Attendance at Investigative Interviews by Local Union Representatives**

- a) At any investigative interview between a representative of the Company and an employee, wherein the employee reasonably believes that the information obtained may be used as the basis for disciplinary action against him/her, the Local Union Representative for the Supervisor Work Group to which the affected employee has been assigned, may be present and participate at such investigatory interview, if the employee so requests, under the following conditions:
  - i. When requested, the Employer shall inform the Union Representative of the subject matter of the interview, i.e. the type of alleged misconduct for which discipline is being considered.
  - ii. The Local Union Representative may consult with the employee, assist him/her in presenting or clarifying facts and/or otherwise submit evidence or suggest further witnesses to interview.
  - iii. The Union Representative may make reasonable requests to the supervisor to clarify a question so that the employee can understand what is being asked.
  - iv. Such Local Union Representative, however, may not interfere with, impede, impair, delay or in any way obstruct the Company's interview of the employee. In this regard, it is expressly understood and agreed that the Company has no obligation to bargain with the Local Union Representative during such interview and that the employee shall answer personally all relevant and material questions posed to him/her by the Company.
  - v. The intentional failure and/or refusal by an employee to answer truthfully a relevant and material question proffered by the investigation management official shall constitute insubordination and each such infraction shall subject the employee to further discipline.
  
- b) Except as otherwise provided herein, no questioning of the employee by management shall be conducted until a Local Union Representative is present. It is understood and agreed, however, that the absence or unavailability of the Local Union Representative for the specific Supervisor Work Group to which the affected employee has been assigned, shall not unreasonably delay the conducting of the interview.
  - i. For interviews conducted Under Article 38 (Substance Abuse Policy and Procedure), a delay shall be deemed unreasonable if it exceeds one (1) hour from the time the Local Union Representative for the specific Supervisor Work Group to which the affected employee was assigned was

summoned to attend, or the end of the employee's shift, whichever occurs sooner. Nothing herein contained, however, shall prevent or preclude the Company from declining to question the employee altogether and simply direct such employee to proceed immediately for alcohol and drug testing for any testing occasion arising under Article 38 (Substance Abuse Policy and Procedure) of this agreement. In the absence of prior, express written authorization from the Department Manager or the Director of Human Resources, a Local Union Representative may not accompany the employee to the designated collection site and/or be physically present in the same room as the employee during the actual administration of the alcohol and drug testing procedures.

iii. For all other investigatory interviews, a delay shall be deemed unreasonable if it exceeds four (4) hours from the time the Local Union Representative for the specific Supervisor Work Group to which the affected employee was assigned and summoned to attend.

c) In the event the Local Union Representative for the specific Supervisor Work Group to which the affected employee has been assigned is absent, or otherwise is not readily available, as defined in C.2(i) and/or (ii) above, to attend the investigatory interview, the affected employee shall be entitled to seek alternative representation in accordance with and subject to the same provisions and conditions set forth in B.2(c) above and the Employer may, as conditions warrant, conduct the investigatory interview in accordance with and subject to the same provisions and conditions set forth in 2 (d) (iv) above.

## **ARTICLE 52**

### **UNION ACTIVITIES**

#### **Section 1      Bulletin Board**

The Company will supply one (1) bulletin board at its Corliss facility in a location available to unit employees for the exclusive use of CWA business. The location, size and construction of such bulletin board shall be subject to the approval of the Company. The use of such bulletin board shall be considered proper when confined to factual notices and announcements of the Union. Material to be posted shall not be derogatory to the Company, its Officers, Directors, Managers and/or Supervisors or employees, or anything that will affect Company operations detrimentally. If the Company objects to any posted material as described above, the Union shall remove the objectionable material immediately.

#### **Section 2      Union Activity on Company Premises** **Solicitation/Distribution of Union literature by Representative(s) and/or other unit Personnel**

A Steward and/or any other unit employee actively employed by the Company may conduct Union activities, including solicitation and distribution of Union literature, on Company premises. Solicitation shall be permitted on Company premises when both the employees performing the solicitation and the employees to whom the solicitation is directed are on non-work time (such as lunch periods, relief periods and before or after an employee's work time). Distribution of Union literature may take place only in areas where no work is performed on the employee's non-work time. Union activities shall not be conducted in a manner, which will interfere with the operations of the business or with Company facilities.

### **Section 3      Union Visitation**

- a) The Union's Staff Representative and/or an elected officer of the Local, may visit and have access to the Company's facility and/or other properties covered by this Agreement at reasonable times during regular business hours for the purpose of investigating employee complaints, attending grievance meetings with management and/or conferring generally with management officials pertaining to the terms and conditions of this Agreement. Prior to his/her arrival at the Company's facility, the Union's Staff Representative or elected officer of the Local shall either telephone or write the Technical Operations Manager or his/her duly authorized designee with respect to the date, time and expected duration of such visit.
- b) During the course of such visit, the Union's Staff Representative or elected officer of the Union shall so conduct himself/herself as not to interfere with the operations of the office or other work areas within the Company's premises.
- c) Should the Union Staff Representative or elected officer of the Local desire to conduct Union business with unit employees during such visitation, he/she may do so only on non-work time, and in a non-work area, designated by the Company. No discussion and/or meetings may be held between unit employees and the Unions' Staff Representative or elected officer of the Local or in the Company's premises during actual work time without prior consent and approval of the Tech Ops. Manager or his/her designee.

**ARTICLE 53**  
**WAGES**

**Section 1** The company may also hire at any rate of the job classification between the minimum and maximum rate of pay, based on the individuals experience, skill level and training.

The wage progression scale for Service Technicians only shall be applied to all Service Technicians hired after ratification of this agreement. The Installer job title shall be eliminated entirely form the Job Classification Level.

**Section 2** An employee promoted to a higher paying classification shall receive a 7% increase in pay or move to the minimum of the wage rate for that job classification, whichever is greater, but no higher than the maximum rate of pay for that job classification.

**Section 3** In the event an employee moves to a lower paying job classification, the employee's pay shall be reduced by 7% or moved to the maximum of the wage rate for that job classification, whichever is less.

**Section 4** A 2.0% increase on rates as stated in Attachment A of the memorandum of agreement shall be effective on the first full pay period after May 21, 2015. Employees currently in the new hire progression shall move up to the next progression step and receive a \$200 lump sum payment.

**Section 5** A 2.0% increase shall be effective on the first full pay period after the first anniversary of the 2015 Collective Bargaining Agreement in 2006.

**Section 6** A 2.0% increase shall be effective on the first full pay period after the second anniversary of the 2015 Collective Bargaining Agreement in 2017.

**Section 7** A 2.0% increase shall be effective on the first full pay period after the third anniversary of the 2015 Collective Bargaining Agreement in 2018.

**ARTICLE 54**  
**JOB LEVELS AND WAGE RATES**

	<b><u>Minimum Rate</u></b>	<b><u>Max Rate</u></b>
Job Classifications Level I (Asset Control Clerk, Collections Tech)	\$11.00	\$19.99
Job Classifications Level II (Service Tech and Construction Tech)	\$12.69	\$25.27
Job Classifications Level II B (Service Tech 2)	\$14.22	\$27.71
Job Classification Level III (Line Maintenance Tech)	\$19.00	\$31.31
Job Classification Level IV (Headend Tech)	\$22.00	\$40.33

The Wage progression for Service Technicians hired after ratification of this agreement shall be applies as follows:

- Extend probation for new employees to six (6) months at which time they must be qualified on all product lines and services
- The starting rate shall be \$12.69 per hour and progress as following as long as the employee remains active an in good standing
- After the continuous completion of six (6) months the rate shall move to \$13.00
- After the continuous completion of twelve (12) months the rate shall move to \$13.75
- After the continuous completion of twenty-four (24) months the rate shall move to \$14.25
- After the continuous completion of thirty-six (36) months the rate shall move to \$14.75
- After the continuous completion of forty-eight (48) months the rate shall move to \$15.50

Employees will not be eligible for general wage increase while in the wage progression stage. All current Service Technicians would be brought to a minimum of \$16.00 an hour under the progression.

Employees currently in the classification of Asset Control Clerk or Collection Technician shall receive all general wage increases and be permitted to progress above the max rate as listed above through May 21, 2015.

**ARTICLE 55**  
**TRANSFER OF EMPLOYER TITLE AND INTEREST**

In the event the Employer sells, assigns, leases or otherwise transfers the control, operation or assets of its business to another person, entity, corporation, company partnership, or firm the transferee, shall provide the Union with as much advance notice as may be practicable under the circumstances and shall, upon request by the Union, meet and negotiate in good faith with the Union regarding the effects of such sale, assignment, lease, or transfer on bargaining unit employees. The Employer shall under no circumstances be held responsible or liable for the refusal or failure of the transferee to adopt the terms of this Agreement. The failure of the Employer to provide notice to the Union or the failure or refusal of the transferee to adopt the terms of this Agreement shall not in any way preclude or interfere with the sale, assignment, lease or transfer of control, operation or assets of the business to the transferee.

In the event of any merger of operations the Employer shall bargain the effects of such a merger with the Union, which shall include the subject of pay adjustments, if any.

**ARTICLE 56**  
**LEGALITY OF PROVISIONS**

**Section 1**      Should any provision of this Agreement or any application thereof, become unlawful by virtue of Federal or State law, or Executive Order of the President of the United States, or by final adjudication of any court of competent jurisdiction or administrative agency, such provision or the application of any such provision of this Agreement shall be modified in compliance with the law, order or final adjudication, but in all other respects any provision of this Agreement shall continue in full force and effect for the life thereof.

**Section 2**      In the event any provision is declared unlawful or invalid, the parties hereto shall meet solely for the purpose of negotiating with respect to the matters which may have been so declared invalid or void. Such negotiations, however, shall not relieve either of the parties of their responsibilities and obligations under Article 33 (No Strike No Lockout) during the life of this Agreement. Moreover, any and all disputes between the parties regarding substitute provisions shall not be subject to Article 32 (Grievance and Arbitration Procedure). Accordingly, no substitute provision shall be implemented during the term of this Agreement in the absence of mutual agreement of the parties.

**ARTICLE 57**  
**WAIVER OF OTHER DEMANDS**

The parties acknowledge that during the negotiations, which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter whether or not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement with the exception referenced in the Transfer of Employer Title and Interest.

**ARTICLE 58**  
**SCOPE OF BARGAINING**

This Agreement contains the entire agreement between the parties and is the sole, entire and existing Agreement between the parties, and supersedes all prior Agreements and undertaking, oral or written, express or implied, or practices which may be inconsistent with any of the provisions of this Agreement.

**ARTICLE 59**  
**DURATION**

This Agreement shall take effect May 21, 2015 and shall remain in effect until and including May 20, 2019. It shall remain in effect from year to year thereafter unless changed or terminated in the way later provided herein. Either party desiring to change or terminate this Agreement must notify the other in writing at least sixty (60) days prior to the expiration date of this Agreement. Nothing herein contained, however, shall in any way, limit, curtail or restrict the parties' right to negotiate on any and all lawful subjects of bargaining during negotiations resulting from the timely submission of either a written notice of termination or of modification by at least one (1) party. Accordingly, if one (1) of the parties has submitted a timely notice as aforesaid, the other party need not do so and may engage in negotiations without restriction. Any changes agreed upon by the parties shall be reduced to writing and executed by duly authorized officers or agents of the parties to this Agreement.

FOR THE UNION:

FOR THE EMPLOYER:

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

## **APPENDIX “A” ATTENDANCE GUIDELINES FOR MANAGERS**

Comcast is committed to providing our customers with world class service that meets or exceeds customer expectations. Employee attendance and adherence to schedules are critical to ensuring we are able to meet this and other business initiatives. Excessive unscheduled absences and tardiness place an unfair burden on teammates and negatively affect customer service and employee morale. In order to ensure consistency in communication of expectations and managing employee attendance, these attendance guidelines have been established.

Many parts of our business may have different scheduling and attendance requirements due to the nature of the work. Therefore, some departments may have developed attendance guidelines specific to the business unit. Check with your Business Leader or HR Representative for the policy applicable to your group.

One of the most important factors in managing employee attendance effectively is setting a good example with your own attendance and punctuality. This document represents the guidelines to be used in managing employee attendance. Consistency is extremely important in managing attendance. However, it is understood that each situation is unique and some instances may be cause for corrective action or other action outside of these guidelines. Please consult your Human Resources Representative for guidance in these situations.

### **PART 1 DEFINITIONS**

**SCHEDULED ABSENCE:** an absence that is taken with prior approval by the employee’s supervisor and at least 24 hours’ notice by the employee. Arriving late or leaving early with prior supervisor approval would also fall into this category.

Examples may include:

- Approval of and use of any Paid Time Off
- Arriving late or leaving early with supervisor’s approval
- Advance approval on time spent for Jury Duty
- Advance approval on time spent for Military Duty

Consult with your Human Resources Representative for tracking of Approved Leaves (FMLA, Personal Leaves) and Suspensions.

**UNSCHEDULED ABSENCE:** an absence (full or partial day) that is taken without prior approval by the employee’s supervisor, or requested with less than 24 hours’ notice.

Examples may include:

- Any time off (full or partial day) not approved in advance by supervisor, including illness, personal emergencies or vacation
- Failure to work previously scheduled hours outside the employee's normal schedule.

**TARDINESS/SHIFT INTERRUPTION:** unapproved time away from job duties.

Examples may include:

- Beginning work after the designated starting time without prior supervisory approval
- Beginning work after the designated start time with less than 24 hours' notice
- Returning late from meals and other unauthorized breaks
- Leaving your work station early without prior supervisory approval
- Unauthorized breaks.

**OCCURRENCE:** an **UNSCHEDULED ABSENCE** lasting one or more consecutive workdays/shifts, due to the same condition/situation.

**NO CALL/NO SHOW:** when an employee does not report to work on a scheduled day and the supervisor is not notified.

## **PART II EMPLOYEE/EMPLOYER RESPONSIBILITY**

Our relationship with Comcast is one of inter-dependence. This means that the work we do compliments and helps fulfill the company's mission of providing superior service to our customers.

As employees, we have to be present to do our job effectively. Punctuality and regular attendance are basic requirements of satisfactory performance and are essential for efficient operations. Employees are expected to report promptly for work each day, take breaks as designated and work all hours normally scheduled for the position. Arriving later than the scheduled start time or leaving prior to the scheduled end time is considered tardiness or shift interruption. Our customers and co-workers depend on our employees. Corrective action will be taken if employees develop unacceptable attendance records resulting from patterns of unscheduled absences, tardiness/shift interruption, or no call/no show.

If an employee has 3 consecutive days of unexcused absence (no call/no show) the employee will be regarded as having voluntarily terminated employment.

Expectations and procedures for inclement weather or emergency office closings should be based on local policies.

**Employee is to:**

- Obtain supervisor approval on all time off as far in advance as possible, and in accordance with local office practices. Approval should be obtained a minimum of 24 hours in advance in order for an absence to be considered SCHEDULED.
- Personally call his/her supervisor or the person in-charge at least one hour before his/her designated starting time to report and explain the reason for the UNSCHEDULED ABSENCE or TARDINESS (i.e. relatives or friends calling in is **NOT** acceptable, except in the event of an emergency).
- Contact immediate supervisor on a monthly basis and notify supervisor of any changes to situation if out on FMLA or other approved extended absence.
- Inform supervisor of circumstances that may impact his/her ability to work hours outside of his/her normal schedule, in accordance with local office practices.
- Provide appropriate documentation for unscheduled absence(s) if requested.
- Keep emergency notification information current.

**Supervisor is to:**

- Inform employees of Comcast's attendance and punctuality guidelines, including procedure for reporting absence, late arrivals/early departures. Employee is to call in at least one hour before the start of scheduled shift.
- Encourage and recognize good attendance (as defined by minimal UNSCHEDULED ABSENCES) and inform employees of the consequences of their actions. Patterns of unsatisfactory attendance and/or excessive tardiness may result in disciplinary action up to and including termination.
- Partner with HR to keep accurate, up-to-date attendance and tardiness records on each employee. In this regard, supervisors are also responsible to separately track absences associated with FMLA and/or state mandated leaves.
- Apply attendance and punctuality guidelines in a consistent manner for employees in your work team and in the work group.
- Counsel employees with attendance and/or punctuality problems and help them with alternative solutions. Encourage employees with attendance and punctuality problems to seek assistance when appropriate.
- Promptly discuss reasons for absence and tardiness with employees and document discussions. Asking for a medical diagnosis is never appropriate. If a problem appears to be medically related, consult with your Human Resources Representative. Maintain confidentiality regarding employee situations at all times. Human Resources must be consulted before taking any corrective action.
- Manage approval of employees' time off in accordance with the needs of the business.
- Lead by example.

### PART III

#### **CORRECTIVE ACTION**

In a rolling 9-month “active” time period, for example excluding unpaid leave such as: short term disability, long term disability, workers’ compensation, unpaid suspensions, etc., the following corrective action guidelines are recommended:

<b>Occurrence</b>	<b>Recommended Corrective Action</b>
<ul style="list-style-type: none"> <li>◆ 2<sup>nd</sup> Tardy/Shift Interruption</li> <li>or</li> <li>◆ 5<sup>th</sup> Unscheduled Absence</li> </ul>	Coaching
<ul style="list-style-type: none"> <li>◆ 3<sup>rd</sup> Tardy/ Shift Interruption</li> <li>or</li> <li>◆ 6<sup>th</sup> Unscheduled Absence</li> </ul>	Verbal Warning
<ul style="list-style-type: none"> <li>◆ 4<sup>th</sup> Tardy/ Shift Interruption</li> <li>or</li> <li>◆ 7<sup>th</sup> Unscheduled Absence</li> </ul>	Written Warning
<ul style="list-style-type: none"> <li>◆ 5<sup>th</sup> Tardy/ Shift Interruption</li> <li>or</li> <li>◆ 8<sup>th</sup> Unscheduled Absence</li> <li>or</li> <li>◆ 1<sup>st</sup> Occurrence of No Call/No Show (less than 3 consecutive workdays/shifts)</li> </ul>	Final Written Warning and Suspension
<ul style="list-style-type: none"> <li>◆ 6<sup>th</sup> Tardy or Shift Interruption</li> <li>or</li> <li>◆ 9<sup>th</sup> Unscheduled Absence</li> <li>or</li> <li>◆ 2<sup>nd</sup> Occurrence of No Call/No Show (1<sup>st</sup> occurrence less than 3 consecutive workdays/shifts)</li> </ul>	Termination

All actions, including verbal warnings/coaching, must be documented. In some situations, if an employee appears to be abusing the rolling 9-month schedule, the manager/supervisor has the right to apply an accelerated discipline schedule. Human Resources should be consulted in these situations.



## **COMCAST POSITION DESCRIPTION**

Position: Installer  
Non-Exempt

Department: Technical Operations  
Reports to: Technical Supervisor or Assistant Supervisor

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### **POSITION SUMMARY:** (Essential functions of position include, but are not limited to the following)

- Connects, reconnects and disconnects Company products and services.
- Retrieves Company equipment and collects from non-pay accounts.
- Educates customers as to the use of Company products and services in accordance with Company policies and procedures.
- Troubleshoots drop line faults and corrects problems of all kinds; calculates signal level losses, ingress levels, insertion losses, cable losses, taps and splitter devices of all coaxial lines.
- Uses Company provided test meters and equipment to install Company products and services and to locate underground cables and determines cable faults.
- Responds to and corrects customer problems.
- Climbs poles, ladders, and works in limited confines such as crawl spaces.
- Properly operates and maintains hand and power tools and equipment.
- Lifts and carries ladders, equipment, and other loads up to 70 lbs.
- Completes appropriate paperwork as prescribed by system management.
- Uses safety equipment and follows safety regulations.
- Manipulates connectors and fasteners.
- Keeps records and renders reports relative to system operations as prescribed by the system.
- Pre-wires single and multiple unit dwellings.
- Demonstrates and ensures compliance with the customer first philosophy.
- Drives Company vehicle.
- Performs various other duties as assigned.

### **MINIMUM QUALIFICATIONS:**

- Valid driver's license and a satisfactory driving record required.
- Professional appearance and demeanor with customers, the general public, and co-workers.
- Effective written and verbal skills.
- Ability to read road maps and follow directions.
- Ability to work independently and prioritize and organize work effectively.
- Practical ability to perform the required skills of the classification.

### **EXPERIENCE:**

- Ability to interpret and correctly fill out various forms provided by the company; ability to read and interpret general system layouts from blueprints.
- Knowledge of company products and services.
- Satisfactory passing written and practical test administered by the Employer.

### **EDUCATION:**

High School Diploma or the recognized equivalent in work experience.

## **COMCAST POSITION DESCRIPTION**

Position: Service Technician 1  
Non-Exempt

Department: Technical Operations  
Reports to: Technical Supervisor or Assistant Supervisor

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**POSITION SUMMARY:** Under limited supervision, the Service Technician is responsible for installing, disconnecting, and servicing all Company products and services in residential and commercial dwellings in accordance with company policies, procedures and practices.

**MAJOR DUTIES:** (Essential functions of position include, but are not limited to the following)

- Performs all the duties of an installer.
- Troubleshoots and repairs RF performance issues in the drop system to the output of the last active.
- Troubleshoots drop line faults and corrects problems of all kinds; calculates signal level losses, ingress levels, insertion losses, cable losses, taps and splitter devices of all coaxial lines.
- Educates customers as to the appropriate use of Company products, services and equipment in accordance with Company policies and procedures.
- Climbs poles, ladders, and works in limited confines such as crawl spaces.
- Properly operates and maintains hand and power tools and equipment.
- Manipulates connectors and fasteners.
- Drives Company vehicles.
- Lifts and carries ladders, equipment, and other loads up to 70 lbs.
- Completes appropriate paperwork as prescribed by system management.
- Uses Company provided test meters and equipment to perform installations, service and drop troubleshooting.
- Installs and configures all officially supported employer supported client software.
- Resolves technical issues related to installation, operation, and maintenance of the employer's products and services.
- Troubleshoots all Company products and services and the associated equipment.
- Uses safety equipment and follows safety regulations.
- Informs customers of FCC rules and Company policies.
- Participates in on-call rotation.
- Performs various other duties as assigned by the company.

**MINIMUM QUALIFICATIONS:**

- No written disciplinary actions during the previous six (6) months.
- Valid driver's license and a satisfactory driving record required.
- Professional appearance and demeanor with customers, the general public and co-workers.
- Ability to read road maps and follow directions.
- Ability to work independently and prioritize and organize work effectively.
- Ability to interact with customers, co-workers using writing and verbal skills.
- Ability to interpret and correctly fill out various forms provided by the company; ability to read and interpret general system layouts from blueprints.

**EXPERIENCE:**

- Minimum of one year experience as an installer
- Satisfactory passing written and practical test administered by the Employer.
- Knowledge of company products and services.

**EDUCATION:**

High School Diploma or the recognized equivalent in work experience.

It is agreed between the CWA and Comcast that employees in the Service Technician job classification shall be expected to perform all the duties in the Service Technician Job Description. The Company will make an effort to train and develop employees in said job title to attain a productive performance rating.

## **COMCAST POSITION DESCRIPTION**

Position: Construction Technician  
Non-Exempt

Department: Technical Operations  
Reports to: Construction Supervisor or Assistant  
Supervisor

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**POSITION SUMMARY:** Under limited supervision, the Construction Technician is responsible for underground and aerial construction duties of the plant and its repair in order to assure the quality of the plant.

**MAJOR DUTIES:** (Essential functions of position include, but are not limited to the following)

- Installs, maintains, and repairs strand, guys, coaxial and fiber optic cable, and lashes, relashes, and over-lashes cables, I.E. pole line construction.
- Installs, maintains, and repairs coaxial and fiber optic cables in underground plant in either conduit or direct bury.
- Installs and activates passive and active devices, both new and rebuilt, ground rods, grounding hardware, and power supplies in aerial and underground plant.
- Performs rough balance on newly activated system in both new and rebuilt plant.
- Installs, maintains conduits and ducts, and clears any conduits or ducts that may be clogged.
- Removes from service or transfers from pole to pole all aforementioned items.
- Reads and understands all plant blueprints, draws minor blueprints, and assists and effects interface for required revisions to stand and design maps.
- Uses construction equipment, including but not limited to: trenches, compressors, jackhammers, boring equipment, cable plow, backhoe, and concrete saw.
- Performs cable locates.
- Pre-wire single homes and multiple dwelling units (MDU's) in order to provide "ready hook up" capabilities at the time of occupancy.
- Climbs poles, ladders, and works in limited confines such as crawl spaces.
- Properly operates and maintains hand and power tools and equipment.
- Manipulates connectors and fasteners.
- Drives Company vehicles.
- Lifts and carries ladders, equipment, and other loads up to 70 lbs.
- Uses Company provided test meters and test equipment required performing installations and drop troubleshooting.
- Uses safety equipment and follows safety regulations.
- Informs customers of FCC rules and Company policies, as provided by the Company.
- Completes appropriate paperwork as prescribed by system management in a timely manner.
- Performs various other duties as assigned by the company.

### **MINIMUM QUALIFICATIONS:**

- Valid drivers' license and a satisfactory driving record required.
- Professional appearance and demeanor with customers, the general public, and co-workers.
- Ability to read road maps and follow directions.

- Ability to work independently and priority and organize work effectively.

**EXPERIENCE:**

One year experience as an Installer and two years' experience as a Service Technician or equivalent experience within the Telecommunication industry.

**EDUCATION:**

High School Diploma or the recognized equivalent in the work experience.

It is agreed between the CWA and Comcast the workers that are currently in the titles Construction Technicians shall be grandfathers in that position until such time as they decide to accept another position within the Company or leave the employment of the Company even if they do not possess the ability to perform all the duties of an Installer and Service Technician, and/or Line Maintenance Technician.

## **COMCAST POSITION DESCRIPTION**

Position: Service Technician 2  
Non-Exempt

Department: Technical Operations  
Reports to: Technical Supervisor

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**POSITION SUMMARY:** Under limited supervision, the Service Technician II is responsible for performing all duties of the Installer and Service Tech positions as well as installation, testing/troubleshooting, and repair of MetroE (Fiber), MetroE over HFC, Managed Business Class Voice, and PRI/Trunking and may include any new technology (if appropriate for this level). Requires implementing and maintaining high quality networks that carry information for multiple lines of business such as video, voice and data. May need to provide 7x24x365 operational support through on-call duties for the entire area that is serviced by the bargaining unit employees (including South Hills and Alle-Kiski).

**MAJOR DUTIES:** (Essential functions of position include, but are not limited to the following)

- Performs all the duties of an installer and service tech
- Functions with an increasing degree of proficiency and a decreasing degree of supervision with regard to those skills and tasks for which training and instruction are received during tenure in this position.
- Troubleshoots and repairs RF/Fiber performance issues in the drop system to the output of the last active.
- Perform general optical fiber maintenance utilizing fiber optic test equipment including: Fiber scope, cleaning tools, Optical Time Domain Reflectometer (OTDR) and Optical Spectrum Analyzer (OSA).
- Troubleshoots drop line faults and corrects problems of all kinds; calculates signal level losses, ingress levels, insertion losses, cable losses, taps, and splitter devices of all coaxial lines.
- Consults and educates customers as to the appropriate use of Company products, services and equipment in accordance with Company policies and procedures.
- Climbs poles, ladders, and works in limited confines such as crawl spaces.
- Properly operates and maintains hand and power tools and equipment.
- Manipulates connectors and fasteners.
- Operates Company vehicles.
- Lifts and carries ladders, equipment, and other loads up to 70 lbs.
- Completes appropriate paperwork as prescribed by system management.
- Uses Company provided test meters and equipment to perform installations, service and drop troubleshooting.
- Installs and configures all officially supported employer supported client software.
- Resolves technical issues related to installation, operation, and maintenance of the employer's products and services.
- Troubleshoots all Company products and services and the associated equipment.
- Uses safety equipment and follows safety regulations.
- Informs customers of FCC rules and Company policies.
- May need to participate in on-call rotation.
- Adheres to the Comcast Credo, Touchstones, Customer Guarantee, Mission and Vision

- Performs various other duties as assigned by the company.

**MINIMUM QUALIFICATIONS**

- No written disciplinary actions during the previous six (6) months.
- Valid driver's license and a satisfactory driving record required.
- Professional appearance and demeanor with customers, the general public and co-workers.
- Ability to read road maps and follow directions.
- Ability to work independently and prioritize and organize work effectively.
- Ability to interact with customers, co-workers using writing and verbal skills.
- Ability to interpret and correctly fill out various forms provided by the company; ability to read and interpret general system layouts from blueprints.

**EXPERIENCE:**

- Minimum of two (2) years' experience as a service tech
- Satisfactory passing written and practical test administered by the Employer.
- Knowledge of company products and services.

**EDUCATION:**

- High School Diploma or the recognized equivalent in work experience.

It is agreed between the Company and the CWA that employees in the Service Technician 2 job classification shall be expected to perform all the duties in the Service Technician Job Description. The Company will make an effort to train and develop employees in said job title to attain a productive rating.

## **COMCAST POSITION DESCRIPTION**

Position: Line Maintenance Technician  
Non-Exempt

Department: Technical Operations  
Reports to: Technical Supervisor or Assistant  
Supervisor

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**POSITION SUMMARY:** Under limited supervision, the Line Maintenance Technician responsible for performing routine troubleshooting maintenance and repair of the Hybrid Fiber Cable system, existing physical plant and activation of new plant.

**MAJOR DUTIES:** (Essential functions of position include, but are not limited to the following)

- Sets trunk and distribution levels, changes out trunk and distribution amplifiers, calculates trunk and distribution equipment performance, and calculates signal level losses in cable.
- Installs, maintains, and repairs system passive and active devices, and power supplies.
- Perform splicing of coaxial fiber optic cables for activation and emergency restoration.
- Installs and activates electronics, and makes power connections.
- Conducts system tests such as system sweep, signal/noise/hum, proof of performance, FCC compliance testing, which includes monthly, semi-annual and annual tests.
- Assists and effects interface for required revisions to strand and design maps.
- Climbs poles, ladders, and works in limited confines such as crawl spaces.
- Properly operates and maintains hand and power tools and equipment.
- Manipulates connectors and fasteners.
- Drives Company vehicles.
- Lifts and carries ladders, equipment, and other loads up to 70 lbs.
- Completes appropriate paperwork as prescribed by system management.
- Uses Company provided test meters and test equipment required to perform the duties of the job.
- Uses safety equipment and follows safety regulations.
- Informs customers of FCC rules and Company policies.
- Participates in the on call rotation, if established.
- Performs various other duties as assigned by the Company.

### **MINIMUM QUALIFICATOINS:**

- Valid drivers' license and a satisfactory driving record required.
- Professional appearance and demeanor with customers, the general public, and co-workers, Customer First Philosophy.
- Ability to read road maps and follow directions.
- No written disciplinary actions during the previous six (6) months.
- Knowledge of company products and services.
- Ability to use basic mathematics.
- Ability to work independently and prioritize and organize work effectively.
- Knowledge of National Electrical Codes.

**EXPERIENCE:**

- One year as an Installer and two years' Service Technician experience or equivalent experience within the Telecommunication industry.
- Ability to interpret and correctly fill out various forms provided by the Company; ability to read and interpret general system design map.
- Ability to effectively communicate and interact with customers, co-workers, and the general public.
- Satisfactory passing appropriate job related written and practical test administered by the Employer demonstrating the ability to perform the required skills of this classification.

**EDUCATION:**

High School Diploma or the recognized equivalent in work experience.

It is agreed between the CWA and Comcast the workers that are currently in the titles of Advanced Technicians and/or Line Maintenance Technicians shall be grandfathered in that position until such time as they decide to accept another position within the Company or the employment of the Company even they do not possess the ability to perform all the duties of an Installer and Service Technician.

## **COMCAST POSITION DESCRIPTION**

Position: Quality Control Technician Department: Technical Operations

Non-Exempt

Reports to: Technical Supervisor or Assistant Supervisor

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**POSITION SUMMARY:** Under limited supervision, the QC Technician is responsible for performing quality control inspection on contract labor for all lines of business in residential and commercial dwellings in accordance with company policies, procedures and practices.

**MAJOR DUTIES:** (Essential functions of position include, but are not limited to the following)

- Understands and demonstrates standard practices of installation of all lines of business.
- Uses Company provided test meters and test equipment required to perform the duties of the job.
- Reports findings of quality control inspections and proposes solutions to designated supervisor.
- Climbs poles, ladders, and works in limited confines, such as crawl spaces.
- Properly operates and maintains hand and power tools and test equipment in accordance with safety regulations.
- Drives Company vehicles.
- Lifts and carries ladders, equipment, and other loads up to 70 lbs.
- Completes appropriate paperwork as prescribed by system management in a timely manner.
- Performs various other duties as assigned by the Company.

### **MINIMUM QUALIFICATIONS:**

- Performs and schedules independent quality control inspections of contractor installations, including repair of failed QC inspections.
- Valid driver's license and a satisfactory driving record required.
- Professional appearance and demeanor with customers, the general public, and co-workers.
- Effective written and verbal communication skills.
- Ability to read road maps and follow directions.
- Ability to work independently and prioritize and organize work effectively.
- Performs all duties of Installer and Service Technician.

### **EXPERIENCE:**

- Serve as an Installer for one year and a Service Technician for at least one year.
- Maintain performance and quality standards for their current job classification for at least 180 days prior to placement into the Quality Control Technician position.
- Ability to interpret and correctly fill out various forms provided by the Company; ability to read and interpret general system layouts from blueprints.
- Knowledge of company products and services; current marketing promotions; and basic mathematics.
- Ability to interact with customers, co-workers, and vendors using writing and verbal skills.

- Ability to work independently and prioritize and organize work effectively.
- Satisfactorily passing a written and practical test administered by the Employer.

**EDUCATION:**

High School Diploma or the recognized equivalent in work experience.

## **COMCAST POSITION DESCRIPTION**

Position: Collections Technician  
Non-Exempt

Department: Business Operations  
Reports to: Credit & Collections Supervisor

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### **POSITION SUMMARY:**

Performs field collections of past due accounts prior to the account being referred to a third party for collections, with the goal of keeping the account active and paid up to date. Collects Company equipment and disconnects overdue accounts being referred to a third party of collection.

### **MAJOR DUTIES:** (Essential functions of position include, but are not limited to the following)

- Responsible for the field collection process.
- Responsible for the retention of customers in the field and disconnection of unpaid customers.
- Equipment recovery.
- Demonstrate and explain product usage and features.
- Operates tools and vehicles as required.
- Performs other duties as assigned.

### **MINIMUM QUALIFICATIONS:**

- Valid driver's license with good driving record.
- Strong customer service and interpersonal skills.
- Must be able to climb poles and ladders.
- Work in inclement weather and overtime as required.

### **EXPERIENCE:**

3-12 months relevant technical experience and/or retail or customer service in a technical capacity.

### **EDUCATION:**

High School Diploma or the recognized equivalent in work experience.

## **COMCAST POSITION DESCRIPTION**

**Position: Headend Technician  
Non-Exempt**

**Department: Engineering – Headend  
Reports to: Head Technical Supervisor**

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### **POSITION SUMMARY:**

Install, set up, test, monitor, maintain and repair all Headend equipment, as related to (Digital/Analog) Video, Voice and Data services. Maintain and repair standby power plants. Perform periodic checks and maintain required logs, records, and other documentation to ensure compliance with Company and FCC Proof of Performance technical requirements. Required functions of a 24-hour shift rotation.

### **MAJOR DUTIES:** (Essential functions of the position include, but are not limited to the following)

- Performs regular maintenance, repair, testing, alignment, alterations and adjustment on all Headend and plant equipment as related to Comcast facilities and the delivery of Video, Voice and Data technologies and other Company products and services.
- Performs regular proof of performance and other Headend and plant testing, documentation and reporting in accordance with FCC rules and Comcast policy.
- Maintains thorough and current proficiency of FCC and Comcast performance specification, and can, without supervision, initiate and complete comprehensive testing.
- Provide guidance and assist service technicians and other staff with technical problems.
- Maintains Headend inventory of parts equipment and prepares shipping logs, as needed.
- Maintains a safe and secure Headend facility, which includes Headend equipment.
- Performs other duties as assigned.

### **EXPERIENCE:**

8 years Cable Television or Telecommunications Technical Experience with at least 3 years as a Line Maintenance Technician or equivalent.

### **EDUCATION:**

High School Diploma or the equivalent plus 2 years technical school of the recognized equivalent in work experience and self-study.

**APPENDIX “C”**  
**MEMORANDUM OF UNDERSTANDING**

Both parties agree that for the life of the contract, this Memorandum of Understanding shall be contained as part of the negotiated Collective Bargaining Agreement for the Corliss Technical bargaining unit with an effective date beginning May 21, 2006 with a termination date being the expiration of said Collective Bargaining Agreement.

The parties agree that the time the President of the bargaining unit spends during his or her regularly scheduled shift to attend the Union quarterly meetings and the time the bargaining committee (no more than 3 employees) spends during their regularly scheduled shift for actual time spent at the table in order to reach a Collective Bargaining Agreement with the Company shall be deemed as time worked for the purposes of computing overtime.

**APPENDIX “D”**  
**MEMORANDUM OF UNDERSTANDING**

Both parties agree that the language contained in this Memorandum of Understanding shall be contained as part of the 20016 Collective Bargaining Agreement for the Corliss technical bargaining unit. The parties agree that safety is of utmost importance and agree that the following safety precautions should be followed:

Employees shall not be required to perform fieldwork duties where, based on the totality of the circumstances at the assigned work location, the performance thereof would unreasonably subject them to injury, illness or jeopardy. Employees shall be required to bring all such conditions and concerns to their immediate supervisor and/or other designated non-unit management representative and request assistance and direction.

**APPENDIX “E”**  
**MEMORANDUM OF UNDERSTANDING**

It is agreed between CWA and Comcast the workers that are currently in the titles of Bench Technicians and Mail Copy Clerk shall be grandfathered in that position with the same title and duties until such time as they decide to accept another position within the Company or leave the employment of the Company.

**APPENDIX “F”**  
**MEMORANDUM OF UNDERSTANDING**

It is agreed between the Company and the CWA that employees in the HSD II and III job classifications shall be merged into the Service Technician job classification and shall be expected to perform all the duties in the Service Technician Job Description. The Company, in recognition of the skills, training and experience of the HSD III Technician, shall grandfather the wages of all HSD III Technicians at their present rate of pay.

**APPENDIX “G”**  
**MEMORANDUM OF UNDERSTANDING**

As part of the Aliquippa/Baden Agreement the parties have agreed that the Company shall extend the Comcast boot policy as a voluntary benefit to the Corliss Bargaining Unit on the same terms and conditions as the non-bargaining unit employees in similar positions beginning January 1, 2008.

**APPENDIX “H”**  
**MEMORANDUM OF UNDERSTANDING**

During the lift of the Agreement, the Parties shall meet and discuss joint participation in the State of Pennsylvania State Safety Certification Program.

**APPENDIX “I”**  
**MEMORANDUM OF UNDERSTANDING**

After the ratification of the new contract in no more than sixty (60) days the Employer shall prepare a draft to be given to the union to review. Within thirty (30) days the Union shall return a fully corrected copy. The contract shall be signed within ten (10) days. The Union and the Employer shall equally share the cost of the printing of the agreement.

**APPENDIX “J”**  
**MEMORANDUM OF UNDERSTANDING**

The Employer shall offer Employees in the Construction Technician title an opportunity to take advantage of the Comcast severance plan with all extended benefits they may be entitled to by seniority. For the purpose of unemployment this will be considered a forced layoff. Volunteers will be awarded by seniority. The Employer shall offer to remaining Employees in the Construction Technician title an opportunity to promote to the Maintenance Technician title. Volunteers will be awarded by seniority. Remaining Construction Technicians shall continue doing the work they are doing today.

**APPENDIX “K”**  
**MEMORANDUM OF UNDERSTANDING**

Promotions into the Service Tech 2 position shall receive a pay rate in accordance with

Article 53 (Wages) Section 2. The employer agrees that any technician promoting into the Service Technician 2 position to an increase of 7% over their current rate.

There will be a review of the work and “Service Tech 2 team” in 6 months to discuss with the Union growth and issues concerning the MetroE work and other work; and will meet at either party’s request.

On call shall be initially scheduled by company seniority then rotate. Technicians shall have the ability to trade on call with other Service Tech 2 technicians.

The Service Technician 2 job description will be added to Appendix B of the collective bargaining agreement.

**APPENDIX “L”**  
**MEMORANDUM OF UNDERSTANDING**  
**2012**

The following reflects the Shift Differential practice in-place as of this agreement’s ratification.

**WEEKDAY SHIFT DIFFERENTIALS – MONDAY through FRIDAY**

Shift \$0.50	Shift ends after 6:00 PM but no later than 9:00 PM \$0.50 per hour for all scheduled hours worked
Shift \$1.00	Shift ends after 9:00 PM but no later than 12:00 Midnight \$1.00 per hour for all scheduled hours worked
Shift \$1.50	Shift ends after 12:00 AM or start is before 6:00 AM \$1.50 per hour all hours worked

**WEEKEND SHIFT DIFFERENTIALS – SATURDAY and SUNDAY**

Shift \$1.00	For weekend work that ends before 6:00 PM \$1.00 for all scheduled hours worked
Shift \$1.50	For weekend work that ends after 6:00 PM \$1.50 for all scheduled hours worked

NOTE: Only the highest shift differential applicable during the scheduled hours worked will be paid. There shall be no pyramiding of shift differentials.

**APPENDIX “M”**  
**MEMORANDUM OF UNDERSTANDING**  
**2012**

During the lift of this agreement, the parties shall meet to discuss training and compensation of bargaining unit Headend Technicians.

**APPENDIX “N”**  
**MEMORANDUM OF UNDERSTANDING**  
**TAD**

Employees under the Corliss Collective Bargaining Agreement shall be covered under the same policies governing the Keystone Region’s TAD program. During negotiations leading to this agreement the policy will reflect the Keystone Policy.

The Keystone Region’s return-to-work program provides Temporary Alternate Duty (TAD) opportunities for employees unable to perform their essential job functions, with or without assistance from Comcast, as a result of an occupational illness or injury. The intent and spirit of the Temporary Alternate Duty (TAD) program is to facilitate the employee’s safe return to their essential job functions and full work schedule, minimizing the employee’s loss of income and providing meaningful and productive work for the company. The TAD program is not intended to create additional regular or permanent positions. In all cases, good judgment and discretion will be exercised in use of the TAD program.

The employer will accommodate temporary alternate duty for a limited time, generally not to exceed ninety (90) calendar days and determined on a case-by-case basis, consistent with the company leave of absence policies and Americans with Disabilities Act policies. A new transitional option is under review that may permit an employee to utilize seventy-five (75) days of their TAD assignment on the front end and reserve fifteen (15) days to be used as transitional time upon a full release to work.

The TAD program is discretionary and does not create any specific right to TAD for any employees. Even if eligible, the company does not guarantee that a TAD assignment will be available or applicable under all circumstances. The employer reserves the right to terminate the Temporary Alternate Duty arrangement at any time.

We will notify CWA, Administrative Director and Local Unit President of the effective date of change.

**APPENDIX “O”**  
**MEMORANDUM OF UNDERSTANDING**  
**INCLEMENT WEATHER**

Employees under the Corliss Collective Bargaining Agreement shall be covered under the same policies governing the Keystone Region’s Inclement Weather Procedures. During negotiations leading to this agreement the policy will reflect the Keystone Procedures.

From time to time we will experience a business disruption due to weather. When this occurs management will work closely and diligently as a team to communicate a successful plan of action on how the particular situation will be handled. In some cases, the decision may vary from department to department depending on such factors as customer contact personnel, business operations, geographic location, manpower, etc. The designated management team will monitor conditions and make necessary changes to include conducting team calls in preparation of any needed service changes.

We may advise our customers that will cancel their appointments. Service Calls will be placed in a no schedule status. Local WFX (Workforce Operation) teams will be encouraged to call customers directly to facilitate rescheduling customers' appointment to a convenient time and day. Once we resume normal activity a customer notification plan to reschedule their work internally through our dispatch groups will take place. This will not result in any scheduled changes.

When an area has been declared a State of Emergency, the applicable Director of Technical Operations, Safety, and Human Resources will work closely together to determine who in the organization will be permitted on the roads to care for outages and other service interruptions. When those situations occur we urge our Technicians to proceed with extreme caution and use good judgment. Under no circumstances is it our intentions to place our employees at risk. When conditions prevent Technicians from being on the road a mass communication will go out advising the Technician to pull off the roads and when to resume.

Keep in mind based on geography, systems may be handled differently at which point management will approve and communicate those decisions.

#### **APPENDIX "P"** **LETTER OF UNDERSTANDING**

During negotiations leading to the current agreement, the parties agreed to the following regarding required overtime at the end of an employee's shift when there are insufficient volunteers.

- A. Whenever practicable a floater shall be assigned to each management area. Whenever possible technicians will be given a minimum of a thirty (30) minute notice that they are assigned to mandatory overtime.
- B. The Company shall keep two (2) lists sorted by management area which will be posted on a monthly basis (a total of four (4) for the early shift and two (2) for the late shift) of all qualified employees by seniority in the Service Technician classification for the purpose of rotating assigned overtime.
- C. The rotation shall start on April 1, 2013. The early shift shall have four (4) employees assigned to the list on a daily rotation basis. The late shift shall have two (2) employees who shall be assigned to the list on a weekly rotating basis (the

- rotation may be changed to a daily/weekly rotation at the request of the union president following three (3) months after ratification of this agreement).
- D. Overtime will only be required when there is an overflow of work from their shift, emergency situations, or when there are additional unplanned service requirements.
  - E. Rotation shall start with the least senior Service Technician in each management area. The rotation shall continue through the list with the understanding that if an employee is not working the day of the required overtime assignment the Company will assign the overtime to the least senior Service Technician working on that shift in that management area after the made to stay list has been exhausted. The rotation will restart with any employees that were skipped the month before by inverse order of seniority and then continue with the next employee on the list at the end of the last month.
  - F. Technicians shall be permitted to trade or pick up days on the list. The parties may meet to discuss modifications to this procedure during the lift of the agreement.

**APPENDIX "Q"**  
**LETTER OF UNDERSTANDING**  
**RESTRUCTURE OF CORLISS WAREHOUSE**

1. This agreement shall reflect the carving out of a Warehouse group to support the Corliss Technical Operations. There will be four (4) employees carved out in this restructure. Supervisor of this newly carved out group will be Michael Wos, who currently also has supervisory responsibility for the Alle-Kiski and South Hills represented warehouse employees.
2. All Corliss represented Warehouse personnel will be offered the ability to laterally transfer to a newly carved out group that will support the Corliss Technical Operations staff. Volunteers will be sought first, and if there are more than four (4) volunteers, selections will be made based on bargaining unit seniority. When an opening occurs in either the regional warehouse or the Corliss warehouse, current employees working in the warehouse in either location shall have the ability to fill an opening. This lateral transfer shall be awarded by seniority if there is more than one (1) bid. In the unlikely event of a layoff both groups will be treated as one and all applicable contract language will apply.
3. The move will be effective the next full pay period immediately upon finalization of this agreement.
4. The newly-formed group will participate in shift bidding as a separate and distinct group under the same terms and conditions of the Collective Bargaining Agreement. This also includes PTO scheduling.

5. Any time off requests that have already been approved for the remainder of calendar year 2009 will be honored. In the event that appropriate coverage levels are not available within the new group due to prior approved time off requests, the Company will cover the work with Warehouse employees within the Corliss, Alle-Kiski and/or South Hills bargaining units.
6. Those who choose to laterally transfer will not receive any change in pay or seniority related to this transfer and will no longer be considered a part of the Regional Warehouse group. They will continue to be covered by all the terms and conditions of the Corliss Collective Bargaining Agreement.

**APPENDIX “R”**  
**MEMORANDUM OF UNDERSTANDING**  
**SCHEDULING OF SERVICE TECHNICIANS**

During negotiations leading to the current agreement we discussed the scheduling of Service Technicians. The Company will hold a shift bid after the ratification of this agreement. The bill will include Monday through Friday shifts and four (4) day – ten (10) hour shifts. Article 16 Hours of Work Section 2, item D shall not apply to the four (4) ten (10) shifts. The Company will evaluate the shifts at the Corliss location after six (6) months and retain the right to change the shifts based on the requirements of the business. The Company agrees to meet with the Union scheduling committee (up to three (3) members) prior to any changes in the shift schedules. The Company shall give consideration to any suggestions provided by the Union scheduling committee.

**APPENDIX “S”**  
**MEMORANDUM OF UNDERSTANDING**  
**COLLECTIONS GROUP**

APPENDIX “S”

MEMORANDUM OF UNDERSTANDING

COLLECTIONS GROUP

1. This agreement will apply to Collections Technicians currently in the Corliss bargaining unit.
2. Effective upon ratification of this agreement, the new rates for commission will be as follows:

Full Payment	\$35.00
Partial Payment	\$15.00
DCT	\$8.00
HD/HD_DVR	\$15.00
Xfinity Home Touch Pad	\$15.00
UA XB3 Router*	\$10.00
UT USG D3 MTA*	\$10.00
UW BWG BC*	\$10.00
TG SMC Dory GW D3	\$5.00
TH Aris Dory GW D3	\$5.00
TJ Tech Dory GW D3	\$5.00

\*Or upgraded model

3. All new types of equipment will need to be evaluated before being incorporated into the commission structure. If the company does not request a meeting with the union within 90 days after the introduction of new equipment, the commission paid for that new equipment shall be \$22.00.
4. The company will issue work 10 to 14 days after the soft-disconnect date.
5. Changes may be made upon mutual agreement of both parties. Both parties agree that this agreement can be re-evaluated by both parties at the 9 month anniversary of this agreement.
6. The changes outlined above will be effective the next full pay period following the ratification of the collective bargaining agreement.
7. Collections Technicians covered by this agreement shall be eligible for ABBR under the same conditions and eligibility requirements as non-represented commissioned employees in the Keystone Region.
8. Effective May 25, 2019, the position of Collections Technician shall be eliminated and no longer covered under the terms and conditions of this agreement. Collections Technicians on the payroll at the time of this agreement shall be able to transfer into a Service Technician position or shall be subject to layoff and be eligible for severance as delineated in Article 27 of this agreement enhanced by 2X. (Two (2) weeks for each year of service)
9. Collections Technicians that choose to transfer into a Service Technician (or other bargaining unit position) shall have their pay adjusted by raising their pay to the highest paid Technician (or other title) with the same closest hire date seniority.
10. Collections Technicians who transfer to the Service Technician (or other title) shall have one year from the date of the transfer to accept the Severance offer describe in Section 8.





