

COMCAST ALLE-KISKI

Tentative Agreement Ratification Meeting

8/23/2017

The Union Bargaining Committee reached a tentative agreement on a 3 year contract that provides improvements to the Membership in many areas. A breakdown of the changes that are a part of the Tentative Agreement are as follows:

- A 3 year term that will expire 5/21/2020.
- Wage increases through individual wage adjustments, yearly increases, and improvements to the wage progression for Service Techs with less than 48 months of service.
- Pay increases of 6% over the life of the agreement, a 2% raise retro-active to 5/22/17, a 2% raise on 5/22/18, and a 2% raise on 5/22/19.
- Retroactive pay back to 5/22/17
- Lump sum payments for Asset and Lead Asset Control Clerks who's earning have reached or exceeded max rate for their titles.

Section 7

The max rates will increase each year ~~1.95%~~ 2.0% for the period of the contract. **for all classifications except Asset Control Clerk, Installer, and Lead Asset Control Clerk. If any increase set forth in this Article results in an employee exceeding the max rate for their job classification, such employee will receive an increase to the max rate for the classification, and the remainder of the increase will be paid out in a lump sum, less applicable taxes.**

- Improvements to the wage progression scale for new hires to the Service Tech title

The wage progression for Service Technicians hired after ratification of this agreement shall be applied 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 \$13.50 ~~\$12.69~~ per hour and progress as following as long as the employee remains active and in good standing.
- After the continuous completion of six (6) months shall move to \$14.00 ~~\$13.00~~.
- After the continuous completion of twelve (12) months the rate shall move to \$14.75 ~~\$13.50~~.
- After continuous completion of twenty-four (24) months the rate shall move to \$15.25 ~~\$14.00~~.
- After the continuous completion of thirty-six (36) months the rate shall move to \$15.75 ~~\$14.50~~.
- After the continuous completion of forty-eight (48) months the rate shall move to \$16.50 ~~\$15.00~~.

Employees will not be eligible for the general wage increase while in the wage progression stage.

Article 9 Training

- New language which requires the Company to solicit volunteers for training first.

Article 9 Section 4

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 provided to the most senior volunteer.** The Company shall allow bargaining unit employees to enroll in self development NCTI and SCTE courses, on their own time, on the same basis and terms as non-bargaining unit employees in the Region.

After all volunteers have been exhausted the training of the remaining employees in the classification will occur by descending bargaining unit seniority.

With regard to remedial training, the Company shall have the right to determine the training schedule in any manner it deems reasonable and appropriate.

Article 15 Hours of Work

Article 15 Section 2(f)

Section 2(f): 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 work days. 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 ~~and will be scheduled the late shift.~~

Article 19 On Call/Standby Duty and Pay

- Improvements to standby pay including Holidays

Article 19 Section 2(i)

Section 2(i): Any technician assigned to standby duties shall be paid ~~\$30.00~~ **\$35.00** per day as a standby allowance whether he/she is called out to perform services in the field or not. **When an observed Holiday falls during a standby week (as defined in paragraph g, above), the technician assigned the standby duty shall be paid \$60.00 for the Holiday whether he/she is called out to perform services in the field or not.**

Article 20

- Improved Shift Differential language. Previous Article 20 language replaced with the language below.

Article 20

Bargaining unit employees shall be eligible for the same shift differentials as non-bargaining unit employees in the Keystone Region – West who work in 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 in similar job classifications. The Company will notify the Union thirty (30) days prior to any changes.

Article 27 Holidays/Holiday Pay

Article 27 Section 4

Section 4: To receive holiday pay an employee otherwise eligible must work ~~the~~ **their** full scheduled workdays immediately before and after the Holiday, unless they are excused from work. **In addition, if an employee is scheduled to work on a designated Holiday, the employee must work their scheduled shift on the Holiday in order to be eligible for Holiday pay.**

Article 33 Discipline

- Modifications to discipline language

Article 33 Section 2(h), Category 'A' Serious Offenses

h. Unprovoked fighting with or assaulting a representative of management, or fellow employee ~~or customer~~;

Article 33 Section 2(k), Category 'A' Serious Offenses

k. Conviction of any drug-related crime or for any ~~felony~~ **offense** involving theft or physical force, regardless of where and when such unlawful conduct occurred;

Article 33 Section 2(e), Category 'C' Serious Offenses

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.

- New discipline language

Article 33 Section 2(o), Category 'A' Serious Offenses

o. Physical or verbal altercations with customers except when the employee's physical being is in danger and self-defense is required;

Article 37 Substance Abuse Policies and Procedures

Article 37 Section 4(2)(a)

Section 4(2)(a): 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~~ **may be required to** submit to a drug/alcohol test, **as determined by management. When testing is required,** in cases of a work related accident, as defined herein, the 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~~ **may** also be required to submit to a drug/alcohol test.) **All post-accident testing set forth in this Agreement may be modified to comply with any applicable and mandatory post-accident testing rules and regulations promulgated by OSHA prior to and during the term of this Agreement.**

Article 43 TTO Availability

- Increased flexibility in TTO availability and scheduling

Article 43 Section 1

Section 1: A minimum of 20% of the employees ~~working the same shift~~ in the same job classification 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.

Article 43 Section 2

Section 2: The Company will make an effort to allow more than 20% of the employees ~~working the same shift~~ in the same job classification to schedule off when requested before the last day of February of each year, when scheduling three (3) consecutive days off.

Performance

- The Company insisted on adding new performance based discipline language to the contract from our first discussions on wages in May. It continued to push this agenda item right up to the very end of bargaining. The Union Team refused to accept this proposal and fought the Company at each and every bargaining session. In the end we prevailed. The Company withdrew this proposal because we were able to withstand their constant pressure and fight back due to the support you gave the bargaining team throughout negotiations.

~~PERFORMANCE: The Employer may establish and maintain standards of performance (i.e., "Scorecards" or "Scorecard Metrics and Goals"), which may be updated from time to time. When standards of performance are established, the Employer shall review with each employee, or provide access for employees to review, their performance against such standards at intervals established by the Employer. Failure to meet such standards shall result in progressive discipline, up to and including, termination of employment.~~

Union Bargaining Committee Members

Jon Remington
Tom Crawford
Tim Roney
Jamie Fetterman