

**Collective Bargaining Agreement**

**Between**

**Comcast of Illinois, XII, LP; Comcast of Illinois/West Virginia, LLC;  
Comcast of Illinois V, Inc., Comcast of Illinois/Ohio/Oregon, LLC  
(GCR West Area)**

**And the**

**International Brotherhood of Electrical Workers, Local 21**

**Effective October 1, 2016 to and including September 30, 2019**

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**ARTICLE 1**  
**RECOGNITION/JURISDICTION**

**Section 1.** Local Union 21 of the International Brotherhood of Electrical Workers is recognized by the Company as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours or other conditions of employment for the following classifications: All Installers, Service Technicians, Maintenance Technicians, Headend Technicians, Warehousepersons, Dispatchers, CSSRs, and Locators of the Company at its facilities currently located at 2711 E. New York St, Aurora, IL 60502, 505 E. North Ave., Suite 100, Carol Stream, IL 60188, 1617 Weld, Elgin, IL 60123, 2701 Route 34, Oswego, IL 60543, and 150 E. Roosevelt Road, West Chicago, IL 60185. All other employees, including, but not limited to office clerical employees, sales employees, programming and local access employees, guards, professional employees and supervisors as defined by the National Labor Relations Act are expressly excluded from the bargaining unit covered by this Agreement.

**Section 2.** The work covered by the Agreement to be performed by employees shall include all work in connection with the installation (e.g., single family, multiple dwelling units, commercial, municipal) of service, testing, operation, maintenance and repair of the cable and broadband services and associated electronic apparatus in the geographic areas currently service by them.

**ARTICLE 2**  
**MANAGEMENT RIGHTS**

**Section 1.** The Union recognizes that the management of the plant and business and the direction of the work force are vested exclusively in the Employer. Accordingly, unless otherwise limited by the express provisions of this Agreement, the Employer shall have the right to: hire, select and determine the number of its employees, including the number assigned to any particular work and classification and the number of employees within classifications assigned to any shift, work week or work location; promote within and outside of the bargaining unit; discipline, suspend and discharge employees consistent with the terms of this Agreement; release and layoff employees for lack of work; transfer employees from one job to another; assign work; require work related duties other than those normally assigned to be performed; promulgate and enforce reasonable rules and regulations governing the conduct of its employees, schedule the hours of work; determine and schedule when overtime shall be worked; install or remove equipment; determine the methods, procedures and materials to be utilized; sell, lease, assign, relocate, transfer or otherwise dispose of all or part of its plant, business or equipment; subcontract work; introduce new or improved methods of operation or technology; train employees; reasonably determine work pace, work performance levels and standards of performance of employees; and select supervisory

personnel. However, the actions of the Employer must be consistent with the provisions of the Agreement and the Union retains the right to grieve and arbitrate any actions of the Employer which it believes are contrary to the provisions of the Agreement.

**Section 2.** The foregoing statement of the rights of management are not all inclusive and, therefore, shall not be deemed to exclude any other inherent management prerogatives not expressly stated above.

### **ARTICLE 3 NON-DISCRIMINATION**

**Section 1.** The Company and the Union agree to continue their policy of not unlawfully discriminating against any employee because of race, creed, color, national origin, age or sex or because of any other status protected by applicable law.

**Section 2.** The Company and the Union shall not discriminate against any employee because of membership or non-membership in the Union, or his activities or inactivity's on behalf of the Union. Any reference to either male or female gender in this Agreement is intended to include both genders and is not to be considered a limitation on either sex.

### **ARTICLE 4 NO STRIKE - NO LOCKOUT**

**Section 1.** During the term of this Agreement, except as provided in Section 3 below, the Company agrees not to conduct a lockout and the Union, its agents and members, agree not to call, authorize, aid, instigate, condone, support or engage in any strike, slowdown, sympathy strike, or work stoppage, or authorize, condone or support any interference with the maintenance, construction or repairs of the cable system, or interference with the egress or ingress of the Company's properties or work sites. This Article shall serve as a clear and unmistakable waiver by employees of their rights to engage in any activity prohibited under this Article.

**Section 2.** In the event of any unauthorized work stoppage, strike, or work slowdown, the Union agrees that it will take action to correct said violation, including the posting of notices that such action is in violation of the terms of this Agreement and urge its members to return to work in a normal fashion. Nothing herein shall be construed to limit the Employer's right to take disciplinary action, up to and including discharge, against any employee for violation of these provisions.

**Section 3.** No employee shall be penalized by the Employer for his refusal to cross a primary picket line at a location or site away from the Employer's primary places of business, once it is deemed to be legal. In the event an employee refuses to cross a

lawful picket line, the Employer, in its sole discretion, may utilize unrepresented employees, contractors, supervisors, and/or any members of management to perform the work.

## **ARTICLE 5 SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon the parties and a buyer or transferee. In the event the Employer sells, assigns, leases or otherwise transfers control, operation, or assets of its business to another person, entity, corporation, company, partnership or firm which affects unit employees, this Agreement shall be binding upon the buyer or transferee. The Employer shall provide this Agreement to the prospective buyer or transferee. The Employer and prospective buyer shall provide the union with as much advance notice as may be possible (but not less than five (5) days prior to closing the sale or transfer), and shall upon request by the union, meet and negotiate in good faith with the union regarding the effect (other than the assumption of this Agreement) of such sale, assignment, lease, or transfer on unit employees.

## **ARTICLE 6 UNION SECURITY AND CHECKOFF**

**Section 1.** As a condition of employment, each employee shall, after thirty (30) days from date of hire, become a member of the Union. All employees who are now members or hereafter become members of the Union shall, as a condition of continued employment, remain members during the term of this Agreement. An employee who shall tender the initiation fees (if not already a member) and all periodic dues uniformly required to acquire or retain membership in the Union shall be deemed to have met such conditions. Employees to whom membership in the Union is denied or terminated solely because of their failure to tender the uniform initiation fees or periodic dues shall not be retained by the Company. No employee shall be discharged pursuant to this Section, however, unless he has failed to tender his delinquent dues and/or initiation fees within seven (7) working days after the Union has sent written notice of such delinquency to the employee and the Company is advised of such failure in a letter requesting such employee's discharge.

**Section 2.** Upon receipt of a signed authorization from any employee in the unit represented by the Union, the Company shall deduct from the employee's pay the amount owed to the Union by each such employee for initiation fees and monthly dues and the Company will transmit to the authorized representative of the Union the total deductions made in the above manner, by check, within two (2) weeks of the day such deductions are made. Any employee may revoke his Union dues check off authorization at any time by giving written notice to the Company. Upon receiving notice from an employee removing his Union dues Check off authority, the Company shall thereafter notify the Union of the receipt of such notice.

**Section 3.** The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, unfair labor practice charges or other forms of liability that arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article, or reliance on any list, notice or assignment furnished under any such provision.

**Section 4.** The Employer shall provide the Union with a monthly statement showing employee's name, classification, hourly rate of pay, and the amount of dues deducted. The Employer shall also provide a monthly list of new hires with classifications, terminations, and employees on an unpaid approved leave of absence. Both lists shall be alphabetized or in an order as mutually agreed.

## **ARTICLE 7**

### **PERFORMANCE OF BARGAINING UNIT WORK BY NON-UNIT PERSONNEL**

#### **Section 1. Unit Work**

Except as otherwise provided herein, unit work shall be performed only by unit personnel during the life of this Agreement.

#### **Section 2. Placement Of Converters By Sales Personnel**

Sales personnel shall not be covered by the terms of this Agreement. Such personnel, however, in accordance with effective marketing and sales techniques, are expressly allowed to instantly upgrade video services to current subscriber by placing or removing the converter and/or other pay TV devices, including positive and negative traps, with the current subscriber and make the appropriate connections to the current subscriber's TV set, house box and lock box or pedestal at the time of such sale. In addition, Sales personnel shall be allowed to instantly install services for a new subscriber who is currently subscribing to another cable or satellite provider and to disconnect and reconnect an individual who is currently connected illegally at the time of sales solicitation. The utilization of sales personnel as provided herein shall not result in the layoff or reduction of regular hours of work of unit employees. If requested, the Parties will exchange relevant information pertaining to the application of this Article.

#### **Section 3. Performance Of Unit Work By Supervisors, Management Or Engineering Personnel**

Supervisors, management, engineering personnel may perform unit work in cases of 1) emergencies (including but not limited to irate customers and "must do's") ; 2) when available unit personnel are not capable of performing the required work; and 3) training. Supervisors, management and engineering personnel may also perform unit work when qualified personnel are not available to do the required work during their regular working hours due to other work assignments or employee absences.



Non-unit employees may perform unit work in cases of emergencies involving widespread system failures and/or acts of God. Nothing herein shall be construed as restricting the performance of dispatch, direct customer contact functions, computer data entry and computer data retrieval work by supervisors, managers, engineering personnel and/or other non-unit employees provided the performance of such work by supervisors, managers, engineering personnel and other non-unit employees does not result in the layoff or reduction of regular hours of work of bargaining unit employees.

#### **Section 4. Performance Of Unit Work By Subcontractors**

The Employer may subcontract work customarily performed by unit employees as it deems warranted provided, however, that such subcontracting shall not proximately result in the layoff or the reduction of the regular work day or regular work week of unit personnel in the department and/or classification in which such unit work is being subcontracted. The Employer shall not subcontract unit work of employees if employees on layoff are qualified to perform such work, provided that notwithstanding the foregoing, the Employer may subcontract MDU pre-wire, new build, rebuild and system upgrade work. Any Service Technician who is willing to commit to work up to eight (8) days over the course of eight (8) consecutive weeks (or as many weeks as the Company would require, if that number is fewer than eight) of a full shift of work on one of their weekly non-scheduled days(s) (including both Saturday and Sunday) when work is available within their classification or below, will be provided such work in lieu of a contractor. The Service Technician may choose, on the sign-up sheet, a different non-scheduled day for each of the consecutive weeks. However, nothing herein shall require the Company to allow an employee to work where such would be in violation of any applicable laws. If an employee is required to work on a holiday, resulting in seven (7) consecutive days of work in one work week, one unscheduled day previously selected by the employee shall be canceled and maybe rescheduled later during the 8-week period at the employee's discretion. Employees in the stated classification shall be allowed to make such commitment for the facility to which they are normally assigned. The days for which an employee has made such commitment shall be considered a regularly scheduled day for attendance purposes.

Service Technicians may cancel single days previously selected in a given week no less than seven (7) days in advance. They may cancel two days previously selected in a given week no less than fourteen (14) days in advance. If a service technician has an unexcused absence from a selected date on the eight (8) week calendar, he or she shall not be eligible to sign up for the complete next eight-week tour.

Commencing January 1, 2017, any Service Technician or Advanced Technician who is willing to commit to work up to four (4) days over the course of four (4) consecutive weeks of a full shift of work on one of their weekly non-scheduled days(s) (including both Saturday and Sunday) when work is available within their classification or below, will be provided such work in lieu of a contractor. In 2017, The Company may black out up to twelve (12) weeks when non-scheduled overtime days are not available. It shall

also designate twelve (12) bonus weeks, regardless of whether it blacks out all 12 weeks. During bonus weeks, all eligible employees may select one or two non-scheduled overtime days, regardless of whether they have selected up to four other days during the 4-week period. In 2018, the number of blackout/bonus weeks shall increase to thirteen (13). In 2019, the number of blackout/bonus weeks shall increase to fifteen (15).

The Company shall designate no less than half of all blackout and bonus weeks each calendar year by the preceding October 1, in order that employees may know these blackout/bonus weeks prior to selecting their vacations. The Company shall designate the remaining blackout and bonus weeks at the time it posts each 4-week tour schedule. The Company shall post consecutive 4-week calendars at least one (1) week before each 4-week period commences. The Company shall not black out, nor designate as bonus, more than one week per 4-week period.

Eligible employees may cancel any days previously selected in a given week no less than two (2) weeks in advance. If an eligible employee has an unexcused absence from a selected date on the four (4)-week calendar, he or she shall not be eligible to sign up for the next 4-week tour.

No eligible employee working five (5) eight (8)-hour work weeks shall be subject to blackout dates.

#### **Section 5. Temporary Agency Workers**

Individuals supplied by outside employment agencies may be utilized for a period of time not to exceed six (6) continuous months or for a special project not to exceed nine (9) continuous months, at which time the individual shall be permanently removed. If the Company continues the use of an individual for more than the six (6) continuous months or nine (9) continuous months for a special project, the Company shall hire the individual into the bargaining unit.

### **ARTICLE 8 FLEX DAYS**

**Section 1.** Non-probationary employees regularly scheduled to work forty (40) hours per week shall be given eight (8) flex days (64 hours), per calendar year. Non-probationary employees regularly scheduled to work less than forty (40) hours per week shall be given a pro-rated number of flex days/hours based on their regularly scheduled number of hours.

**Section 2.** The flex day calendar year begins October 1st and ends September 30th. Employees who finish their probationary period during this specified calendar year shall receive a pro-rated number of flex days.

**Section 3.**

A. Employees using their flex days shall be paid their regular straight time rate of pay not to exceed eight (8) hours per day or ten (10) hours per day, to a maximum of sixty-four (64) hours, in the case of any employee assigned to a four (4) day – ten (10) hour shift.

B. Flex days may be used in increments of two (2) hours or more.

C. Employees scheduled to work a 10-hour shift may obtain an excused absence by only using eight (8) hours of flex time and choosing to take two (2) hours unpaid.

**Section 4.** Flex days can be taken as scheduled or unscheduled time off, but are not considered an excused absence for holiday purposes unless previously scheduled and approved by your supervisor. Unscheduled flex days taken on the first scheduled work day before and/or after a holiday will result in a loss of holiday pay.

**Section 5.** In the event that a flex day is taken as unscheduled time off, the employee must report the absence at least thirty (30) minutes prior to the beginning of the shift to his immediate supervisor or to any other supervisory or management official. In cases when the absence is reported over the telephone, the employee has the responsibility for obtaining the name of the person to whom the absence is reported. Absences shall not be reported by fellow employees, friends, neighbors or other persons except where circumstances reasonably prevent the employee from reporting his absence personally. The failure to comply with the requirements of this provision may result in discipline. If an employee uses three (3) or more consecutive unscheduled flex days, the Company may require a doctor's note or documentation of a personal emergency necessitating the time off.

**Section 6.** An employee will receive up to a maximum of \$1000 (gross) for unused flex days after the end of the flex day calendar year. The amount the employee receives for unused days is based on the employee's base wages in the flex day calendar year. If an employee is laid off, quits, or is discharged from the Company before September 30th of the flex day calendar year, the employee is not eligible to receive payment for any unused flex days. Recalled employees receive a pro-rata complement of flex days upon their return to active duty. If the employee is not an active employee on September 30th, the employee will not receive payment for unused flex days until the employee returns to active status. Flex days shall be paid as used. Flex days may not be carried over from one flex day calendar year to another.

**Section 7.** DSH hours can be utilized in two instances:

1. To supplement employee pay during the seven (7) calendar day waiting period prior to Short Term Disability being approved.

2. To supplement employee pay during an approved Short Term Disability leave. This supplement would make an employee's pay 100% whole until having depleted all time remaining in the DSH bank.

## **ARTICLE 9 HOLIDAYS**

**Section 1.** All regular full-time employees covered by this Agreement who have completed their probationary period of employment shall receive eight (8) hours at their regular hourly rate although no work is normally performed on the following ten (10) holidays (seven designated holidays and three floating holidays):

- New Year's Day (8 hours)
- Martin Luther King, Jr. Day (8 hours)
- Memorial Day (8 hours)
- July Fourth (8 hours)
- Labor Day (8 hours)
- Thanksgiving Day (8 hours)
- Christmas Day (8 hours)

If a holiday falls on an employee's normally unscheduled day, the employee shall not be required to work on the holiday and may either work the holiday (if the employee elects to) and receive eight (8) hours pay in addition to holiday pay, or the employee may observe the holiday on the employee's first scheduled work day preceding or following the holiday. The employee shall notify management of his or her election at least thirty (30) days prior to the holiday.

**Section 2.** The three (3) remaining floating holidays can be scheduled by the employee after obtaining prior supervisory permission. Floating holidays may be used in no less than two (2) hour increments. In order to be eligible for and receive holiday pay, an employee must work both the scheduled day before and the scheduled day after the holiday, unless on approved paid leave.

**Section 3.** An employee may schedule a floating holiday, flex day, and/or vacation time in minimum increments of two (2) hours for the purpose of covering pay that would otherwise be lost by the employee on a designated or floating holiday.

**Section 4.** An employee scheduled to work on a contractual holiday shall receive one and one half (1½) times his regular rate of pay for all hours worked in addition to the holiday pay.

**Section 5.** If a holiday falls on an employees' normally unscheduled day, the employee shall not be required to work on the holiday and may either work the holiday (if the employee elects to) and receive eight (8) hours pay in addition to holiday pay, or the

employee may observe the holiday on the employees first scheduled work day preceding or following the holiday. The employee shall notify Management of his or her election at least thirty (30) days prior to the holiday.

## **ARTICLE 10 VACATIONS**

**Section 1.** Employees shall accrue vacation hours in the Company's accrual program on the following basis: employees with one (1) year of service will accrue two (2) weeks of annual vacation. Those with five (5) years of service will accrue three (3) weeks of annual vacation. Those with ten (10) years of service will accrue four (4) weeks of annual vacation. If an employee is accruing vacation time, the employee may utilize up to forty (40) hours in advance of his accrual and any time used in advance of an accrual must be paid back to the Company if the employee leaves the employ of the Company (for any reason) prior to earning such time. Vacation hours must be used in the calendar year in which the hours are accrued. No vacation hours may be rolled over from one calendar year to another. Vacation accruals shall be suspended commencing on the thirty-first (31st) day for any employee who is not at work for more than 30 consecutive calendar days for any reason and no accrued vacation hours will be rolled over from one calendar year to another, provided the employee has been allowed to utilize accrued vacation during the leave period (excludes Worker's Compensation cases-no roll over allowed at all).

**Section 2.** By the first of October each year, the Company shall notify the employees and the Union of the number of employees who can be allowed to take a vacation during any given work week. The Company will also provide the names of those employees who at risk of losing their rights to continue accruing vacation, and the date during that calendar year on which such employees will maximize their accrual and keep the employees so apprised. The Company will expect the employees to request their vacation weeks in writing no later than November 1. The Company will then develop the vacation schedule, taking into consideration work and force requirements, the employee's written request and seniority. Employees who do not submit a written request to the Company by November 1, may select their vacation on a "first come" basis from the remaining vacation weeks available after the written requests of other employees have been approved. After an employee has selected a vacation period and it has been approved by the Company, such vacation period shall not be changed unless by mutual agreement between the employee and the Company.

The Company shall post the vacation schedule where it can be reviewed by all employees not later than December 1. The vacation year shall run from January 1st through December 31st for scheduling purposes.

The Company shall allow 10% of the employees within a classification, shift and location off on vacation on a given day. The minimum number allowed off will be one

and the Company will use normal rounding rules in determining the number to be allowed off.

Vacation pay for regular employees shall be forty (40) hours time the employee's base hourly rate, plus applicable shift differential. Employees normally scheduled less than forty (40) hours per week shall be computed on the average hours worked per week in the preceding six (6) month period times the employee's base rate, plus applicable shift differential, at the time of the vacation.

After the vacation schedule has been posted, if the Company opens up extra vacation time as a result of an employee's leaving the work group, and employee's changing his vacation period, or additional vacation time being added at the Company's discretion, such extra vacation time will be made available as follows: The Company will post the extra vacation time for at least five (5) working days so that eligible employees may request such time by signing the posting. When two or more employees bid for the same period, seniority shall be the governing factor.

**Section 3.** A week of vacation shall mean a period of seven (7) consecutive days including Saturdays, Sundays and holidays.

**Section 4.** Employees, who are eligible for two (2) weeks of vacation, may, at their option, and in accordance with the present vacation scheduling practice, schedule a one (1) week portion of such vacations one day at a time. Employees should endeavor to make such requests as far in advance as possible. Supervisor approval of such requests will be made based on the number of open slots and/or the operational needs of the Company. Employees eligible for more than two (2) weeks of vacation may schedule up to two (2) weeks one day at a time. Scheduling of a day at a time vacation time will be done only after full weeks' vacation has been approved.

**Section 5.** Vacation days may be used in two (2) hours increments.

## **ARTICLE 11 INSURANCE BENEFITS**

**Section 1.** Regular full time employees shall be eligible to participate in the group medical, vision, dental, life, flexible spending accounts, accidental death and dismemberment, short-term and long-term disability insurance plans provided by Comcast Cable in the Greater Chicago Region for its unrepresented employees in accordance with the terms conditions and eligibility requirements of such Plans and as they may be changed at the sole discretion of the Company from time to time. The Company reserves the right to change insurance carriers and to alter, codify or amend the terms and conditions and eligibility requirements of the Plans (including but not limited to, changes in benefits and the payments by employees for such insurance) or terminate the Plans in its sole and exclusive discretion. The Union shall be notified in

writing of all such changes in the Plans. In the event the Company terminates any or all of the above-referenced Plans pursuant to this Section and thereafter sponsors a new plan or plans, such plan or plans shall be offered to employees covered by this Agreement on such terms and conditions as are offered to non-unit employees. Such new plan or plans shall be subject to the provisions of this Article.

**Section 2.** Employees covered by this Agreement shall be entitled to participate in the Comcast Post-Retirement Healthcare Stipend program under the same terms and conditions that the Employer provides non-exempt, non-bargaining unit personnel as such plans or benefits may be amended from time to time. The Union shall be notified in writing of any changes. During the term of this Agreement, the Employer retains the right to amend, change or eliminate any aspects of such plans or benefits without the requirement to bargain with the Union.

**Section 3.** It is expressly agreed that neither the Company's decision to change, modify or amend or terminate the aforementioned insurance plans shall be subject to the Grievance and Arbitration provisions of this Agreement or release the Union or its members from the obligations imposed by Article 4 (No Strike).

## **ARTICLE 12 SHORT-TERM & LONG-TERM DISABILITY**

All non-probationary, regular active employees within this bargaining unit who work at least thirty (30) hours per week, shall be eligible for the same Short-Term Disability (STD) and Long-Term Disability (LTD) plans and benefits as active non-unit employees, in the same classification, in the same market in which they are employed, under the same terms, criteria and eligibility. 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 active unit and active non-unit employees in the same market in the same job classification.

## **ARTICLE 13 401(k) Plan**

Regular full-time employees shall be eligible to participate in the 401(k) plan provided by Comcast Cable in the Greater Chicago Region for its non-union employees under the same terms, conditions and eligibility requirements of such Plans and as they may be changed at the sole discretion of the Employer from time to time. The Employer shall match employee contributions up to six (6%) of gross wages. The Employer may add, delete, or modify this plan without the necessity of reopening this Agreement or engaging in collective bargaining with the Union as long as the changes are not different than those made to the 401(k) plan for other non-represented employees in the Greater Chicago Region.

**ARTICLE 14  
EMPLOYEE COURTESY SERVICES**

Active, non-probationary employees within this bargaining unit shall be eligible for the same Company services as active non-unit employees, in the classification, in the same market in which they are employed, under the same terms, criteria, and eligibility. The Employer shall have the right to add to, delete, or modify such benefit unilaterally and in its sole discretion, without any obligation to bargain, provided that such changes are uniformly applied to active unit and non-unit employees in the same market in the same job classification.

**ARTICLE 15  
EDUCATION ASSISTANCE PROGRAM**

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 similar job classifications in non-represented classifications within the Greater Chicago Region. 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-represented employees in similar classifications within the Greater Chicago Region.

**ARTICLE 16  
EMPLOYEE ASSISTANCE PROGRAM**

Bargaining unit employees shall be eligible to participate in the Employee Assistance Program ("EAP"). The Company reserves the right to change EAP providers and to alter, modify or amend the terms and conditions and eligibility requirements of the EAP, including but not limited to change in benefits and the payment by employees of such service or terminate the EAP in its sole and exclusive discretion. The Union shall be notified in writing of all such changes in the EAP. The benefits and payments under the EAP shall be not less than those provided to the Company's non-bargaining unit employees.

**ARTICLE 17  
MISCELLANEOUS BENEFITS**

Employees will receive additional benefits listed below on the same terms and conditions as non-represented employees in the Greater Chicago Region. The Company may add, delete or modify any and all of these benefits without the necessity of reopening this Agreement or engaging in collective bargaining with the union provided it does so to all other non-represented employees within the Greater Chicago Region: Adoption Assistance; Comcast ESPP; ARCO; Employee Referral Plan; Life/Accidental Death and Dismemberment Insurance; Business Travel Accident Insurance; Flexible



Spending Accounts; Automobile Insurance; Homeowners Insurance; Pet Insurance; and Legal Services.

Should the employer adopt any pension plan for the non-represented employees in the greater Chicago region and/or market, employees performing the work under this collective bargaining agreement shall receive the pension plan under the same terms and conditions as the non-represented employees.

## **ARTICLE 18 INCENTIVE PROGRAMS**

Except as otherwise provided in this Agreement, the Employer has the sole and complete discretion to adopt, implement, modify and terminate incentive, commission and bonus programs and the Employee shall not be required to negotiate with the Union regarding the adoption, implementation, modification or termination of such programs; nor shall the Union have recourse to the grievance and arbitration provisions of this Agreement regarding same.

## **ARTICLE 19 CLASSIFICATION DESCRIPTION**

**Section 1.** The Employer shall develop all job descriptions and determine the classifications for said descriptions. All job descriptions shall be in writing with a complete set of said descriptions retained by the Employer and the Union.

**Section 2.** Any new job description developed and classified by the Employer or the reclassification of an existing job description by the Employer shall be discussed with the Union. In the event of a dispute over the subject job description or classifications of said descriptions the Employer can implement said job classifications.

**Section 3.** In the event of dispute over the implementation of a new job description or classification, the issue will be subject to the grievance procedure.

**Section 4.** All employees will be held accountable, per their job classification, for the knowledge and performance of work on all products offered by the Company to its customers, subject to the Company's obligation to adequately train employees on all products they are expected to know and perform.

## **ARTICLE 20 WAGES**

**Section 1.** Employees in the classifications of Locator, Service Technician, Maintenance Technician, Head end Technician, Warehouseperson, Dispatcher, or CSSR who are on the payroll as of the date of ratification of this Agreement shall be paid such wage

adjustments and other rates as set forth in the Memorandum of Agreement. Employees who are later promoted or transferred to the Service Technician, Advanced Service Technician, or Maintenance Technician, or Head End Technician classifications shall be paid the wage rates set forth in Appendix A.

**Section 2.** Employees who are hired after the ratification date of this Agreement shall be paid as set forth below:

- a. Employees in the classifications of Service Technician, Advanced Service Technician, Maintenance Technician or Head end Technician shall be paid the applicable wage rates set forth in Appendix A. Upon completing all steps in their classification progression, they shall be paid the percentage increases set forth in Section 3 below.
- b. All other employees shall be paid the start rates set forth in Appendix B and the percentage increases set forth in Section 3 below.

**Section 3.** All employees who have been at the top of the progressions set forth in Appendix A for at least twelve (12) months, as of the anniversary date of the contract, shall receive the following percentage\* increase added to their base pay on the dates set forth below. If an employee has not been at his or her current rate of pay for at least twelve (12) months as of the effective dates of the increased provided below, then the employee shall receive the increase pro-rated for the amount of time the employee has been at their current rate of pay. Such pro-ration shall be calculated by dividing the number of days the employee has been at their current rate of pay by 365.

**Year 2 (10-01-17)**

2.0%

**Year 3 (10-01-18)**

2.0%

Employees covered by this agreement at ratification shall receive a \$500.00 lump sum bonus minus any required deductions.

\*These percentage increases do not alter the minimum starting rates set forth in Appendix B.

**Section 4.** Employees temporarily assigned to perform work in a higher-rated classification shall be paid at step one of the higher classification for all time actually worked in the higher classification or an additional one dollar (\$1.00) per hour, whichever is greater. Employees temporarily assigned to work in a lower-rated classification shall not suffer any reduction in their regular base rate of pay for all hours work in the lower classification.

Pay for time actually worked as referenced above shall mean one (1) hour at the higher rate for the first fifteen (15) through sixty (60) minutes of the assignment and at one half (1/2) hour intervals thereafter.

If an employee performs the work of a higher-rated classification for four and one half (4 ½) hours or more during the course of a shift, such employee shall be paid at the higher rate for that entire shift. If an employee is called out at night and performs the work of the higher-rated classification at any time during the call-out period, such employee shall be paid at such higher rate for the entire call-out period.

## **ARTICLE 21 LEADPERSON ASSIGNMENT**

The Company may, if it deems necessary, appoint a qualified non-supervisory employee, to act as a “leadperson”. Employees who wish to volunteer for leadperson positions may submit their names to the appropriate manager, however, the Company is not required to appoint leadpersons only from among those who volunteer. Seniority shall be a consideration in such an appointment. However, seniority shall not be the governing factor or shall not prevent the appointment of an employee with less seniority who is better qualified and available for the appointment. A senior employee who is not given a lead person appointment shall be informed, upon request, why the successful candidate was given such appointment.

**Section 2.** Lead pay will be an additional \$1.00 per hour for each hour worked as an appointed lead person. Employees who are assigned by management to train other employees shall be considered lead persons under this article and receive the applicable pay differential.

## **ARTICLE 22 SHIFT DIFFERENTIAL**

A shift premium in the amount of \$1.00 per hour will be paid for the entire shift when a regular shift starts on or before 6:00 a.m. or ends on or after 9:00 p.m.

## **ARTICLE 23 OVERTIME**

**Section 1.** For work performed in excess of forty (40) hours in any work week, employees shall be paid at the rate of one and one-half (1-1/2) times their regular hourly rate of pay. No employee shall be required to take time off to compensate for overtime that has been worked or is to be worked to avoid the payment of overtime. Time paid but not worked and recoup time shall be deemed time worked for purposes of calculating overtime. In the event an employee actually works on a holiday or on a vacation day, for purposes of determining overtime, he shall be credited with the hours

actually worked or eight (8) hours, whichever is more. Overtime shall not be worked unless specifically authorized by a supervisor. There shall be no pyramiding of overtime or premium pay.

**Section 2.**

A. Subject to Article 26 (Hours of Work), and as provided elsewhere in this Article, the scheduling of all working hours, including overtime, shall be within the sole discretion of the Employer. The Company shall use its best efforts to schedule work that may be completed within the employee's regular work hours. Employees are expected to work a reasonable amount of overtime requested, as provided in Section 2.C. below. The Company will give reasonable consideration to requests to be excused from overtime provided it is requested within one (1) hour of shift commencement.

B. Employees must check in with their supervisor or designee periodically during the day in the time frames established by management. In addition, employees who do not expect to complete all work orders during their shift shall so notify their supervisor or designee within the time frame established by management, which may vary from facility to facility.

C. Except for overtime required to complete work orders started before the end of a shift, which is the responsibility of the employee to whom such work is assigned, overtime work within a classification and location shall be offered to the assigned employee first.

D. Overtime work will then be assigned to other employees in the same location, first within the same classification who have signed a weekly overtime volunteer list, and second, to volunteers within the location but outside that classification who are qualified to do the work and have previously placed all the necessary tools and equipment available to them on their trucks, which will be provided if timely requested in advance. Such List shall be available on a weekly basis. Employees may place their name on such list each week. However, if an employee signs up for overtime and overtime is required, the employee may not refuse such overtime. An employee can remove himself from the volunteer overtime list by notifying his supervisor within one (1) hour of shift commencement. Overtime opportunities shall be offered to such volunteers in the order of unit seniority by classification. The Employer shall return to the top of such list at the beginning of each week.

E. If an insufficient number of volunteers have signed the overtime volunteer list, such overtime shall be mandated to employees who are qualified to do the work in the classification and location where such work originated, in the inverse order of seniority. When mandating overtime, the Employer shall rotate such assignments among employees (e.g., the least senior employee shall not be mandated to work overtime again until all other employees in the classification and location shall also have been

mandated to work overtime). If insufficient employees are obtained to perform the required work, such overtime shall be mandated to employees in successively higher classifications in the inverse order of seniority as described above.

**Section 3.** Employees hired before May 1, 2006, shall not be required to pick Sunday as a regular work day. If such employees are required to work on Sunday they shall be paid time and one half their regular base pay for work for all hours worked. Employees hired prior to May 1, 2006 who voluntarily pick a Sunday shift in accordance with Article 26 of this agreement and all other employees shall be paid straight time pay for all hours worked on a Sunday. Effective January 1, 2010, employees hired on or after May 1, 2006 may be required to pick a Sunday shift in accordance with Article 26.

**Section 4.** The Company shall post for all special events requiring overtime at the earliest possible date. Ordinarily, the Company will post thirty (30) days prior to known events. It will also ordinarily post thirty (30) days prior to possible or likely special events and will cancel the posting should the expected event not occur.

## **ARTICLE 24 STANDBY/CALL OUT**

### **Section 1. Standby.**

Qualified employees shall serve on standby duty on a rotational basis, according to seniority, to cover a seven (7) calendar day period. Employee(s) may be assigned less than seven (7) consecutive calendar days by mutual agreement of the employee(s) and management. An employee who is assigned to standby shall make whatever arrangements are necessary which will permit the employee to be reached by telephone or pager. An employee assigned to standby is responsible for fulfilling that duty for the duration unless another qualified employee agrees to take his place, with the supervisor's approval, which will not be unreasonably denied. If it is determined that an employee on standby shall be called out after regular business hours, defined as after 6:30 p.m., two of the qualified employees who are currently on standby shall be called. Standby shall be compensated as follows:

- a. Work time will be paid at the applicable overtime rate from the time the employee leaves home until the time the employee returns home.
- b. In addition to compensation for time worked, if any, the employee shall also be paid two hundred eighty dollars (\$280) per week (forty dollars \$40 per day).
- c. An employee who is required by management to use his own vehicle to respond to a call, shall be compensated for mileage via the most direct route from the employee's residence to the designated area to pick up an assigned vehicle and, after completion of the work, travel via the most direct route from the

designated area where the Company's vehicle is dropped off back to the employee's residence.

**Section 2. Call Out.**

The Company and the Union agree that the nature of the service rendered by the Company to the public necessitates the furnishing of continuous regular services which may require the availability of employees at any time. The Union and all bargaining unit employees recognize the right of the Company to call for their service and require them to come in at any time, day or night. The Company will not call out employees unless it has first utilized available employees on Standby from the Area and call out volunteers. Once it has been established that a call out is necessary, the Company will call the employee whose name appears next on the Call Out list and require them to come in. Any employee not assigned to standby or scheduled overtime that is called out after returning home on a work assignment not contiguous with the employee's regular work hours or scheduled overtime, shall be compensated as follows:

- a. Work time will be paid at the applicable rate from the time the employee leaves home until the time the employee returns home;
- b. The employee will receive a minimum guarantee of two (2) hours work or two (2) hours pay at the applicable rate in lieu thereof if the employee is required to leave their home;
- c. An employee who is required by management to use his own vehicle to respond to a call, shall be compensated for mileage via the most direct route from the employee's residence to the designated area to pick up an assigned vehicle and, after completion of the work, travel via the most direct route from the designated area where the Company's vehicle is dropped off back to the employee's residence.

**Section 3. Recoup Time**

An employee on scheduled standby who is required to work sixteen (16) or more hours in a twenty-four (24) hour period following his/her normal starting time, will be excused for a minimum of eight hours for recuperation purposes. Should any of the recuperation time fall into the employee's next schedule shift he/she will be excused from reporting to work until the eight (8) hour recuperation period has expired. When any of the recuperation hours exceed fifty (50%) percent of the employee's next scheduled shift the employee shall be excused for the entire scheduled shift and paid for one half of the shift hours lost as a result of the recuperation period. An employee may use available vacation time or flex day hours to compensate for unpaid recuperation time.

**ARTICLE 25**  
**TIME AND TRANSPORTATION**

**Section 1.** Employees shall report to work at the Company facility or job site to which they are assigned, and shall return to their assigned facility or job site as instructed by their supervisor. Time spent traveling between the assigned facility and the job site or from job to job, or from job to the assigned facility when required and properly authorized shall be considered as time worked.

Alternatively, the Employer may, at its sole discretion, allow all employees in eligible classifications to park Employer vehicles at the end of the workday at their residence or at designated locations at or in close proximity to the system office to which the employee customarily reports each day. If an employee and his residence meet the requirements of the Comcast Home Garaging and Home Dispatching policies and volunteers to park their vehicle at their residence and/or are home dispatched, these policies will be followed both as to defining “work time” and as to employee responsibilities. The Employer may discontinue home garaging and/or home dispatching at any time without bargaining with the union, but must give thirty (30) days notice before it changes the requirement as to where employees must park the vehicles and/or home dispatching.

**Section 2.** The Company shall have the right to designate the method of travel to be used in all instances while on Company time. When given notice during the prior workday, employees may be required to use their personal vehicles that they drive to work to attend meetings and/or training at other locations.

**Section 3.** It is understood that the Company is not responsible for any traffic fines resulting from vehicular moving or parking violations received by the employee while operating the Company’s vehicles or his own vehicle when used for Company authorized business purposes. Any driver of a Company vehicle must notify the Company immediately of any equipment or vehicle safely malfunctions. Traffic fines for equipment malfunctions and/or vehicle stickers are the responsibility of the Company. If an employee incurs parking and/or toll expenses in the performance of work for the Company, the employee will be reimbursed by submitting the appropriate Company-supplied expense report to the Company.

**Section 4.** Any employee who drives a Company vehicle or their own vehicle while on Company authorized business must at all times possess and maintain a valid driver’s license allowing them to legally drive.

**Section 5.** Any Company vehicle may be used only for a Company authorized business purpose and must not be used for personal business except incidental personal business in connection with standby, call-in and daily travel to and from work. Only authorized employees of the Company will drive or ride in any Company vehicle.

**Section 6.** The Company agrees to reimburse employees the then-current IRS standard for mileage allowance when an employee is authorized to use his personal vehicle on Company business and submits the appropriate Company-supplied expense report (showing mileage and tolls) to the Company.

**Section 7.** Temporary assignments are assignments that commence or conclude the workday at a facility other than the employee's regular facility. Temporary assignments are to provide relief for vacations, sickness absence or other absence of short duration, peak workloads, etc., when such assignment does not prevent the hiring of a permanent employee or replace a permanent employee. Temporary assignments shall not include training or employees who are CSSR "floaters." The Company will make a good faith effort to offer temporary assignments equally among the employees reporting to the facility from which an employee is needed. If a sufficient number of qualified employees fail to volunteer for a temporary assignment, the Company may assign the required number of qualified employees. Such assignment shall be made on a rotational basis in inverse order of seniority by facility. An employee on temporary assignment shall be paid for such travel time that is beyond the employee's normal travel time to and/or from this regular reporting facility.

The Company shall appoint two employees as CSSR floaters. Floaters shall be utilized first for temporary assignments. If additional CSSRs are required for temporary assignments, the company will solicit volunteers. If volunteers are insufficient, the company will next assign temporary employees (excluding sub-contracted temps). If temporary employees are insufficient, the company may assign employees on a rotational basis as described above.

**Section 8.** When an employee is on a temporary assignment requiring an overnight stay or travel of more than seventy-five (75) miles one way, the Company will:

- a. Furnish daily transportation to and from the temporary assignment and pay time for such travel which is beyond the employee's normal travel time to their regular reporting facility; or
- b. Furnish transportation at the beginning and end of the temporary assignment and pay for the time for such transportation, and board and lodging while at the new location and other incidental expenses properly chargeable because of the assignment.
- c. An employee who is on a temporary assignment, and is being treated under (b) above, may be furnished transportation, in lieu of board and lodging to and from the new location at the beginning and end of each week and before and after each holiday when not assigned to work such weekend or holiday.



**Section 9.** If a temporary assignment continues for a period of longer than three (3) consecutive months or for an accumulated period of twenty-six (26) weeks in any one (1) calendar year, the person assigned shall be permanently transferred to the location where the relief has been provided. Before the temporary assignment becomes permanent, the temporarily assigned employee shall have the opportunity to reject such permanent assignment, but shall remain on temporary assignment until a permanent substitute is found.

**Section 10.** On board positioning system (OBPS) installed by Comcast in Comcast vehicles is a tool to assist employees in providing timely customer service and efficient utilization of Comcast vehicles. It is understood that the company may utilize OBPS data concerning vehicle speed, location and idle time for disciplinary purposes in accordance with Article 37.

## **ARTICLE 26 HOURS OF WORK**

**Section 1.** The work week for employees will be forty (40) hours based on eight (8) consecutive hours per day (excluding lunch break), five (5) consecutive days per week, or four (4) days of ten (10) consecutive hours (excluding lunch break) per day with at least two consecutive days off. However, nothing in this Article shall be construed as obligating the Company to provide or pay for any minimum number of hours a week or day, except as otherwise specified in this Agreement, with such exclusion regarding circumstances beyond the Company's control as indicated. The five (5) consecutive days off per week requirement shall not apply to CSSRs except that the company shall maintain at least three (3) Aurora CSSR positions that work five consecutive days per week. First preference for these schedules shall be given to the CSSR employees currently in those positions, then to employees formerly in those positions, the requested in accordance with seniority. If the Company establishes 6-day work weeks at the Elgin office, the parties will bargain over schedules.

**Section 2.** The Company shall give an employee no less than five (5) calendar days' notice of any changes in the employee's regular work week. This section shall not apply to overtime situations.

**Section 3.**

- a. A regular work shift shall include an unpaid lunch period of either one half (1/2) hour or one (1) hour, as determined by management. Each employee is required to obtain authorization prior to signing out for his lunch period each day.
- b. The established Day shift for any position covered under the Agreement shall have a starting time between the hours of 6:30 a.m. and 11:59 a.m. The established Afternoon shift for any position covered under this Agreement shall

have a starting time between 12:00 p.m. and 8:59 p.m. Overnight shifts for any position covered under this Agreement may be established at the discretion of management with proper notification provided to the Union. Overnight shift shall have a starting time between 9:00 p.m. and 6:29 a.m.

- c. All unit employees shall receive one (1) paid fifteen (15) minute break before lunch and one (1) paid fifteen (15) minute break after lunch. Lunch breaks and fifteen (15) minute breaks shall not be combined without being authorized by a supervisor, which shall not be unreasonably denied.
- d. All unit employees shall not be scheduled to work both a Saturday and a Sunday.

**Section 4.** Notwithstanding the above stated shifts, operating conditions and customer service requirements may require the change in hours within current shifts. Any change will be determined by management with proper notification given to the Union.

**Section 5. Shift/Schedule Assignments**

- a. Employees qualified to perform the work shall be identified by management.
- b. Management shall determine the number of employees required on each shift and the classifications affected.
- c. Shift/Schedule assignments shall be made as follows:
  - 1) Employees in decreasing order of seniority shall be given the opportunity to accept the assignment.
  - 2) If all the required openings haven't been filled, management shall ask for volunteers to fill the remaining openings.
  - 3) If all the required openings have not been filled after steps 1 and 2, management shall assign qualified employees in increasing order of seniority starting with the least senior employee affected.
  - 4) Employees enrolled in a class qualified under the Comcast Education Assistance Program shall not be required to submit to a new shift bid, unless the shift is eliminated. If the shift is eliminated the Company will work with the union to place the employee in a shift that accommodates his or her class schedule until the end of that semester. This provision shall not change management's right to determine the number of employees on a shift.
- d. In the event that there are no work force adjustments, churn, new hires, or new shifts that would initiate the re-bidding process during any given six (6) month period, an employee who desires the opportunity to re-bid may request to do so. In response the Company will immediately put up for re-bid, all shifts in that employees job classification within that facility.

**Section 6. Report-In Pay**

Any employee who reports to work at the regular starting time of his shift and has not been advised at least four (4) hours before hand not to report will be guaranteed four (4) hours work or pay at his present pay rate.

Note: Foregoing provision will not apply in the case of emergency or acts of God such as fire, flood, power failure or work stoppage by employees.

**ARTICLE 27  
SENIORITY**

**Section 1.** After the one hundred twenty (120) calendar day probationary period, the seniority date of each regular employee shall be the original day of employment by the Company that has not been severed by reason of any of the provisions of Section 6 of this Article.

**Section 2.**

- A. Part-time employees regularly scheduled to work less than twenty (20) hours per week shall not be eligible for any of the benefits of this Agreement (including but not limited to holidays, vacations, paid bereavement leave, paid jury duty, flex days, insurance benefits) other than the hourly rate of pay which is set forth in Article 7 of this Agreement They shall, however, be entitled to all benefits required by law. The Company and the Union agree to monitor the purpose and usage of employees in this category.
  
- B. Part-time employees who are regularly scheduled to work between 20 and 39 hours per week, inclusive, shall receive pro-rated benefits, except there shall be no pro-ration of insurance benefits. Insurance benefits will be available to employees in this category on a uniform basis (except for premium costs) with the full-time employees.
  
- C. Part-time employees may be employed in the below listed classifications at the discretion of Management. The total number of part-time employees in the classifications of customer sales and service and warehouse person classifications shall not exceed twenty-five percent (25%) of the aggregate number of the full-time employees in all such classifications. The total number of part-time employees in the classifications of Installer and Service Technician shall not exceed fifteen percent (15%) of the aggregate number of the full-time employees in all such classifications.

**Section 3.** All new employees shall be considered on probation for the first one hundred twenty (120) calendar days of employment and shall have no seniority rights. During this probationary period, the Company shall have the right to transfer, lay off or discharge a probationary employee without the Union filing any grievance pertaining thereto.

**Section 4.** An employee covered by this Agreement who is transferred to a supervisory position outside of the bargaining unit shall retain his seniority in the unit as of the date of transfer. While employed in a supervisory position outside of the bargaining unit, the employee shall not accumulate seniority in the bargaining unit.

**Section 5.** The Union Business Manager or his Agent may, at any time request a seniority list including the wage rates of all employees represented by the Union and/or a summary sheet of a designated payroll period listing hours worked and wages paid.

**Section 6.** For the purpose of this agreement, seniority will be defined as the continuous regular full-time service with the Company and/or its subsidiaries, and/or predecessors commencing from the initial date of hire. Length of seniority for benefit purposes only will be pro-rated for any leaves of absence that exceed thirty (30) days unless protected under the Family and Medical Leave Act.

**Section 7.** An employee's seniority rights shall be terminated upon occurrence of any of the following events:

- a. When an employee voluntarily quits his job.
- b. When an employee has been discharged for just cause.
- c. Absent three (3) or more working days without notifying the Employer, unless it can satisfactorily be proven to the Employer that it was beyond the employee's control to notify the Employer.
- d. Exceeding leave of absence without notification to the Company presenting good cause.
- e. Working for another Employer while on leave of absence. (This does not apply for absence due to layoff.)
- f. Layoff for a continuous period in excess of one (1) year, or in excess of two (2) years for employees with five (5) or more years of service.
- g. When an employee has been on leave due to illness or injury (whether or not work related) for twelve (12) consecutive months, subject to terms of the Letter of Understanding.

**Section 8.** Seniority shall apply to layoffs, recall, (as provided in Article 31), scheduling of approved time off, and work scheduling (including but not limited to start times, shift, etc.); however, the Company reserves the right to assign and maintain on all shifts

a sufficient number of employees who possess the skills and knowledge to properly perform the work to be done.

**Section 9.** When a full-time bargaining unit position becomes available, full-time employees shall be given the opportunity to bid on such a position before new employees are hired. Additionally, part-time employees may bid on part-time bargaining unit positions of more hours or full-time bargaining unit positions when they become available after current full-time employees have been considered. The successful bidder in all cases must have the skill, knowledge, efficiency and ability to qualify for the vacancy. When two or more bidders have the same qualifications, seniority shall govern.

**Section 10.** Employees who voluntarily leave the service of the Company, or return to the bargaining unit after having been transferred from a bargaining unit to a non-bargaining unit position in the Company, shall have their seniority bridged after twelve (12) months of service under this Agreement (except that benefit eligibility shall not be affected by this clause).

## **ARTICLE 28 TEMPORARY EMPLOYEES**

A temporary employee is an employee who is employed by Comcast (this does not include individuals from a Temporary Agency) for a period of time not to exceed six (6) months or a specific project not to last longer than nine (9) months. The only provisions of this Agreement that apply to temporary employees shall be Article 6, Section 2, and Appendix A. A temporary employee who is retained longer than six (6) months or after the project is completed shall be reclassified as full-time or part-time and placed on the seniority list from their original date of employment.

## **ARTICLE 29 PROMOTIONS**

**Section 1.** Seniority shall prevail on promotions provided the senior employee is performing all job duties of the current position, including attendance within the policy guidelines, at acceptable performance levels. Current employees shall be given preference for promotional job vacancies over new applicants for employment provided the current is performing all job duties of the current position, including attendance within the policy guidelines, at acceptable performance levels.

For the Advanced Service Technician Title, successful candidates who shall be selected from the bargaining unit shall be required to pass necessary written and field tests, meet all requirements for the position and selection shall be based on the past performance of the technician. When all else is relatively equal, selection shall be based on seniority.

**Section 2.** Employees who are listed in the “Qualified Service Tech” Letter of Understanding shall be in a training/probationary status for a period not to exceed 90 working days. All other employees who are selected per Section 1 shall be in a training/probationary status for a period not to exceed six months.

**Section 3.** An employee promoted to a higher classification shall receive a one dollar (\$1.00) per hour wage increase, a 5% increase to their base hourly rate, or be brought to the minimum rate of pay in the higher classification, whichever is greater. Should this adjustment place an employee’s base hourly rate between steps of the wage progression for that classification listed in Appendix A, the employee’s base rate will be set at the next higher rate on the progression, and the employee shall subsequently receive raises at the intervals provided in each step of the progression.

**Section 4.** Employees who fail to meet job performance standards during the probationary period shall be removed from the subject job at or before the end of the probationary period. When the employee is removed from the job, he shall return to the job held prior to the promotion. The employee’s rate of pay shall be reduced to what he was receiving prior to the promotion.

### **ARTICLE 30 TRAINING**

**Section 1.** Newly hired employees shall be given training in the performance of their duties and shall not, for the period of the first two (2) to five (5) weeks of employment, be assigned to work alone.

**Section 2.** Each employee (excluding probationary and temporary employees) covered by the terms of this Agreement will be allowed a minimum of twenty- four (24) hours of training annually, on Company time during the life of this Agreement. Training topics and areas shall be determined by Management and will be generally directed to develop skills and abilities of Comcast employees. Areas of training are intended to include customer service, sales, Comcast product knowledge, job safety and ergonomic awareness, job knowledge, vehicle, tool and equipment usage as well as technology applications including personal computers.

**Section 3.** The Company will give training to employees in order of seniority. Where volunteers are solicited, all eligible employees will be given notice. The most senior volunteer will be trained first and the least senior volunteer trained last.

**Section 4.** Employees undergoing training remain eligible to work overtime, including overtime under Article 7 section 4, unless they are not available at the location where and when the overtime arises.

**ARTICLE 31  
LAYOFF AND RECALL**

**Section 1.** In the event that the Employer shall desire to reduce the work force covered by this Agreement, it shall notify the Union seven (7) calendar days in advance. For the purposes of this section only, the bargaining unit will be divided into two groups. Group A will cover all Customer Service Representatives and Group B will cover all other classifications. Thereafter, the reduction shall be accomplished in inverse order of seniority within the group where the excess exists, except when a factor of physical fitness or ability to perform the work is in question. Employees who are laid off shall be paid for vacation credits accrued prior to such layoff.

**Section 2.** The layoff shall be in the following order:

- a. Temporary employees will be laid off first within the Group.
- b. Then Probationary employees will be laid off within the Group.
- c. Then Full-Time and Part-Time employees in order of inverse seniority with the most junior employee being laid off first within the appropriate Group.

The Company will provide the employees with at least seven (7) calendar days' written notice of layoff. In the event no notice or less notice is provided, the Employer shall pay the difference, at straight time rates of pay not to exceed eight (8) hours per day or ten (10) hours per day in case of employees assigned to a four (4) day ten (10) hour shift, between the days of actual notice provided and the one (1) week notice required to a maximum of forty (40) hours.

The Company will provide the Union with an updated seniority list of Bargaining Unit members, additionally included shall be a list of those employees by reporting facilities, with any announced layoff or reassignments. Such notice shall define the number of surplus and where the surplus exists.

**Section 3.** Prior to a reduction in force as outlined in Section 1 and 2 above, if there is a surplus of employees at a facility covered by this Agreement, volunteers will be solicited from each facility to transfer to a facility where a shortage exists, if any. If there are insufficient volunteers, the least senior employee(s) shall either accept the transfer or be laid off.

If a Group B associate is transferred into a classification which is lower paid, such employee shall receive the appropriate classification rate of the job into which they transfer. If a Group B employee transfers into a classification which is higher paid, such employee shall not automatically be entitled to the higher classification. Rather, such employee shall remain in his/her current classification, and the higher paid position in that reporting facility shall be posted.

**Section 4.** After such layoff, should the Company desire to employ additional personnel within any given facility, it shall be required to recall in order of seniority within the seniority Groups, as designated in Section 1 of this Article, all personnel who are currently on layoff status, and have previously performed and are still qualified to perform in the classification where the work is available and to which they are to be assigned. Any individual recalled to any facility other than that from which they were laid off, may refuse and retain their recall rights as defined in Section 7. The Company shall notify the Union by registered mail or facsimile, followed by a hardcopy of the original notice, of its desire to employ additional personnel. The Company shall also notify all personnel on layoff status to be recalled. Notification to the employee on layoff status shall be made by telephone and registered mail, return receipt requested or telegram. Upon receipt of notice to return to work, the employee shall promptly notify the Company of their intention to return to work within the next ten (10) working days. Failure of an employee to notify the Company promptly and/or to return to work within the ten (10) working days of the notice shall permit the Company to consider that such employee has forfeited all employment obligations to which they were entitled. It shall be the responsibility of the employee to inform the Company of their current address and telephone number.

**Section 5.** Upon recall, each employee shall be granted all benefits that they enjoyed prior to layoff (assuming such benefits have not been changed by agreement of the parties), and they shall be credited with all seniority accrued prior to said layoff plus seniority credited for the period of the layoff, however, only the seniority accrued prior to the layoff shall be counted for benefit purposes. They shall be placed at the wage reached at the time of layoff, plus any general wage increases which occurred during the layoff, and continue to progress from that point.

**Section 6.** Group seniority lists by Bargaining Unit reporting facilities shall be provided to the Union upon request.

**Section 7.** Employees shall retain recall rights for a period equal to their accrued seniority not to exceed two years, or until forfeited as defined above in this Article.

**Section 8.** An employee who is laid off for an indefinite period shall continue to receive as severance benefits his or her regular base pay (excluding all premium and differential payments), in addition to any payments made under Section 2, if applicable, pursuant to the schedule below. Such severance benefits shall be discontinued in the event the employee is recalled prior to the exhaustion of severance benefits:

<b><u>Total Service With Employer</u></b>	<b><u>Number of Weeks Pay</u></b>
Less than one year	0
One Year	1



Two Years	2
Three Years	3
Five Years	4
Ten Years Plus	5

**ARTICLE 32  
LEAVES OF ABSENCE**

**Section 1.** Leave of absence may be granted for a period not to exceed six (6) months, upon written application by any employee, stating reasons therefore, and approval of the management, provided that no employee shall apply for a leave of absence for the purpose of enabling him to solicit or accept employment elsewhere. An approved copy of the formal leave of absence shall be provided to the Local Union.

Upon the return of an employee from a leave of absence, he shall be re-employed in the position and with the seniority rights held immediately preceding such leave.

**Section 2.** Workload and service conditions permitting, employees may be granted up to three (3) personal days off without pay in any calendar year. Such excused days may be used by the employee to attend to personal matters of short duration not requiring a formal leave of absence and shall be recorded as excused for purposes of the employee’s attendance record.

**Section 3.** Family and Medical Leave will be implemented effective August 3, 1993, bargaining unit members and will comply with the provisions of the Family and Medical Leave Act.

**ARTICLE 33  
BEREAVEMENT**

Non-probationary employees shall be granted up to three (3) days paid leave at regular straight time rates of pay as compensation for actual work days lost because of death of an employee’s immediate family member (Employee’s spouse, same sex domestic partner, parent, parent-in-law, step-parent, grandparent, siblings, siblings-in-law, step-sibling, child, step-child, grandchild, legal guardian or ward [including those of a spouse or same sex domestic partner]). There shall be no payment of bereavement pay in lieu of the employee actually taking the bereavement leave.

Employer may require proof of death.

Employees must inform their supervisor as soon as possible that bereavement leave is needed. Typically, this leave occurs immediately before and/or after the funeral service.

An employee shall not be entitled to bereavement leave if, at the time of death, the employee is on a leave of absence, layoff or is otherwise not actively at work for the Employer.

An employee who wishes to attend the funeral of a friend or relative who is not included within the definition of "immediate family" as set forth above, may be granted an unpaid leave of absence for that purpose. The employee may also request accrued time off, not to exceed one (1) day, to attend the funeral of a friend or a family member outside their immediate family.

#### **ARTICLE 34 JURY DUTY**

Time off with pay shall be granted to employees for Jury Duty once during each rolling twelve (12) month period. Compensation shall be the difference between Court allowances and regular pay for the normal work day or normal work week. If an employee is subpoenaed for jury duty more frequently such employee shall be granted time off without pay.

#### **ARTICLE 35 VOTING TIME**

**Section 1.** In conformity with the laws of the State of Illinois, employees who are legitimately registered voters will be granted up to 2 hours time off to vote in statewide, local and federal public elections. The Company will not pay for the time necessary to vote. The employee is required to apply for such absence at least twenty-four (24) hours prior to the day of the election. The Company may specify the hours for such absence and request proof that the employee voted.

**Section 2.** An employee appointed to serve as a Judge or Clerk of Election whose service necessitates absence from assigned Company duty within the employee's standard weekly work schedule, may be excused without pay for such absence consistent with the needs of the business.

**ARTICLE 36  
MILITARY LEAVE**

Bargaining Unit employees shall be covered under the same Military Leave Policy as the non-unit employees of the Employer in the Chicago Region, under the same terms, criteria and eligibility. The Company shall have the right to add to, delete or modify such policy 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 Chicago Region in the same classifications.

**ARTICLE 37  
DISCHARGE, DISCIPLINE & SUSPENSION**

**Section 1.** The Employer shall have the right to maintain discipline and efficiency of its operations. It shall have the right to discipline, suspend or discharge an employee for just cause. Just cause for discipline up to and including discharge shall include but not be limited to:

1. Carrying, possessing or being under the influence of intoxicants or unlawful drugs while on or off the Employer's premises during working hours (including meal periods and break times), during the actual performance of work on standby or while in an Employer vehicle at any time.
2. Failure to notify the Employer of the use of prescribed or over-the-counter drugs which demonstrably interfere with the ability to perform work.
3. Carrying, possessing or transporting any firearm, knife or other weapon during work hours (including break times and overtime assignments), and during the actual performance of work on standby, or at any time on the Employer's premises, or when in an Employer vehicle. As used herein, the term "weapon" shall not include pocket knives or any work tool.
4. Unauthorized use or possession of an Employer vehicle or any other Employer property or equipment.
5. Carrying unauthorized passengers in an Employer vehicle.
6. Making unauthorized modifications or alterations to an Employer vehicle.
7. Revocation or suspension of driver's license or non-insurability under the Employer's automobile insurance liability policy; provided that driving a vehicle is a job qualification and condition of employment for a given job classification.

8. Engaging in or aiding and abetting others to engage in the theft of the Employer's CATV services or equipment.
9. Theft of any property from the Employer at any time on or off the Employer's property or from a subscriber.
10. Falsification of employment application, service reports, work orders, time sheets, time cards, driving records or other Employer records.
11. Fighting with or assaulting a representative of management, fellow employee or subscriber while on duty (including meal periods, break periods, overtime assignments and standby) or a representative of management or subscriber at any time if such altercation arises out of a work related event.
12. Obtaining a leave of absence or paid sick leave under false pretenses.
13. Conviction of any felony involving drugs, any felony or misdemeanor involving sexual assault or for any felony involving theft regardless of where such unlawful conduct occurred.
14. Deliberately abusing or damaging equipment, vehicles, property or material owned by the Employer or a customer.
15. Failure to notify the Employer of suspension or revocation of driver's license or conviction of a moving violation resulting from operation of an Employer vehicle whether or not on work time, provided that driving a vehicle is a job qualification and condition of employment for a given job classification..
16. Taking employment elsewhere during a leave of absence without Employer permission.
17. Taking unauthorized breaks or meal periods.
18. Taking breaks or meal periods in excess of the time expressly provided for in this Agreement without Employer authorization.
19. Using profane or abusive language to a subscriber, rudeness or discourtesy to a subscriber while on work hours.
20. Insubordination or intentionally failing or refusing to perform assigned work or orders, subject to any contractual limitations on scheduling.

21. Carelessness, including violation of the Employer's safety rules, endangering the safety of oneself or others or endangering the Employer's property or equipment.
22. Careless, reckless or negligent operation of an Employer vehicle.
23. Conviction of a moving violation while using an Employer vehicle.
24. Failing to submit to supervision timely reports of personal injuries which affect employee work performance or of accidents involving Employer vehicles or equipment to the Employer.
25. Sexual or racial harassment, threats or threats of violence orally or through Company e-mail to co-workers or subscribers.
26. Sleeping during an employee's actual work hours.
27. Leaving an assigned work area during actual work time without supervisory authorization.
28. Failure to comply with reasonable standards regarding quality and quantity of work.
29. Smoking in unauthorized areas of the Employer's facility.
30. Failure to report to work in uniform.
31. Failure to display employee identification when on Employer property
32. Improper use of communication devices, use of profanity while using communication devices.
33. Failure to report to work without notice to the supervisor or manager.
34. Loss or theft of tools or vehicle due to employee negligence.

None of the aforementioned are intended to supersede any written language within this Agreement.

**Section 2.** All discipline must be issued within two (2) weeks of the date that management becomes aware of the infraction giving rise to the discipline. Such two (2) week period may be extended by mutual agreement of the parties. Agreement to an extension shall not be unreasonably denied.

**Section 3.** In any investigatory meeting or interview, or in any meeting in which discipline is to be imposed, upon request by the employee, a Steward shall be allowed to attend. The Steward shall not interfere with the conduct of such meeting. Nothing in this section limits the employee's or the union's rights under law.

**Section 4.** The Employer shall promptly notify the Union of any written warning, suspension or discharge of a non-probationary employee. Time limits as set forth in the Grievance and Arbitration Article of this Agreement shall start to run upon receipt by the Union of the disciplinary notice.

**Section 5.** Progressive discipline will be followed under normal circumstances in order to facilitate corrective action by the employee.

**Section 6.** Discipline for non-safety violations shall become void and not considered for progressive discipline after 12 months. (see Article 39 for discipline for safety violations and under Vehicle Accident policy)

### **ARTICLE 38 Drug Testing**

Effective no sooner than January 1, 2010, employees within the bargaining unit shall be subject to the same drug testing policy as is in effect from time to time for non-represented hourly employees within the Division in which the Chicago Region resides. The parties shall meet and confer prior to any changes to the Drug and Alcohol Policy.

### **ARTICLE 39 SAFETY**

**Section 1.** Employees injured during working hours shall report the injury immediately to their supervisor. Employees seriously injured shall be taken to the nearest hospital or medial offices. Employees are protected by Workmen's Compensation, as provided in the State of Illinois statutes, in the event of accidents or death occurring in the course of employment. It is necessary that the employee notify his immediate supervisor as soon as possible of the injury and in no event should he delay notification longer than twenty-four (24) hours. The notice requirement in this Article does not limit any rights under Illinois Workers Compensation law.

**Section 2.** The Employer shall make reasonable provisions for the safety of employees in the performance of their work. The Union shall cooperate in promoting the realization of the responsibility of the individual employee with regard to the prevention of accidents. Employees shall not be required to work in the field when their health and safety may be jeopardized.

**Section 3.** The Employer shall keep first aid kits available at the employee's facility and on all Company vehicles.

**Section 4.** The Employer shall continue its practice of furnishing such safety devices necessary to perform a particular job safely and the Employer shall promptly repair or replace any such equipment found to be unsafe.

**Section 5.** The Company shall notify the Union and provide them with documentation which is provided to O.S.H.A. as soon as practicable of any on the job accident involving serious injury (as defined under O.S.H.A. regulations) or death and the Union shall have the rights to investigate such accident. In cases of serious injury (as defined under O.S.H.A. regulations) or death, the Company shall provide the Safety Committee with a summary report of the incident.

**Section 6.** A Safety Committee will be established. It is the objective of the Committee to identify subjects of mutual concern and to increase communication and awareness of safety issues between the parties. The Committee shall consist of 2 bargaining unit members appointed by the President Business Manager of the Union or his designee, along with 2 representatives appointed by the Company. The Committee shall meet monthly. The Committee may, with mutual agreement of the members, not unreasonably denied, invite outside persons to attend for the purpose of providing the Committee with information. The Safety Committee may make recommendations regarding the improvement of safety in the workplace and shall jointly post the final outcome of those recommendations in easily viewable areas at the work location, including the safety bulletin board.

**Section 7.** In order to perpetuate safety in vehicles, the parties adopt to the Company's Vehicle Accident Policy (see Appendix C). Discipline arising under the Vehicle Accident Policy shall be null and void upon the passage of twenty-four (24) months after the most recent Vehicle Accident Policy discipline and will not be referred to in any future discipline. All employees operating Company vehicles that are involved in a vehicular collision that is determined to be preventable will be required to attend a Defensive Driver Training Refresher course.

**Section 8.** Discipline for safety violations (employee misconduct that could directly lead to injury to the employee or others) other than under the Vehicle Accident policy shall become void and not considered for progressive discipline after 18 months.

## **ARTICLE 40 General Provisions**

### **Section 1. Tools**

The Employer will furnish each employee necessary and required tools. The proper care and maintenance is the responsibility of the employee. Employees must ensure that

tools are properly maintained and secured at all times. The Employer will provide lockable vehicles or another safe place to use for the storage of the equipment. Employees will sign a receipt for all tools and equipment received and will return them to the Employer upon request. The Employer will replace a tool or piece of equipment that becomes unusable through normal wear and tear.

The Parties agree that tools are costly and that it is important for employees to properly care for them. The loss or abuse of tools and equipment may result in discipline. Lost, misplaced or damaged tools must be reported immediately to the supervisor/manager.

Nature, type and selection of all tools and equipment shall be at the sole discretion of the Employer.

### **Section 2. Uniforms**

Should the Employer require employees to wear uniforms (such as, but not limited to work shirts, hats and/or work pants) the uniforms will be supplied to the employee at no cost. The employee shall be required to wear such uniforms during work hours and must properly maintain uniforms. The style, cost, type, color and manufacturer of such uniforms shall be at the sole discretion of the Employer. The employee shall be responsible for the care of such uniform and shall return it to the Employer upon request.

Employees shall not wear any button, pin advertisements, insignia or logos except those provided by the Employer, but may wear one (1) IBEW pin no larger than two (2) inches in diameter which may not be used to cover the Employer's logo and/or insignia. If the employee is a union steward, they may also wear a "union steward" pin.

During the life of this Agreement, unit personnel shall be eligible for the Comcast Work Boot and Shoe Allowance Program on the same terms and conditions as other employees in similar job classifications in non-represented classifications within the Greater Chicago Region. 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-represented employees in similar classifications within the Greater Chicago Region.

### **Section 3. Bulletin Boards**

- A. The Union shall have the right to mount a bulletin board at its own expense at each Company locations, where the Union represents employees, in accordance with the terms and conditions of the building lease. The use of such bulletin boards shall be considered proper when confined to factual notices and announcements of the Union.



- B. Materials to be posted shall not contain anything of a controversial nature, anything derogatory to the Company or the employees, or anything that will detrimentally affect Company operations. If the Company believes that the posted material is not in the spirit and intent of the provisions of this Article, such material shall be brought to the attention of the Business Agent of the Local Union and shall be removed on request; provided, that if the Union disagrees with the Company's decision it may grieve the removal.

#### **4. Labor Management Committee**

No more often than quarterly, upon request of one of the parties, a Labor Management Committee may be held consisting of Company Labor Relations and the Union Business Representative along with two (2) selected representatives from the Company and two (2) from the Union to discuss matters of mutual concern and interest. Such meeting will be in lieu of any Safety Committee Meeting scheduled for that month. Meeting times and place will be selected by mutual consent during regular working hours without loss of time or pay.

### **ARTICLE 41 NON-COMPETITION**

**Section 1.** No employee covered by this Agreement shall serve as an officer, director or employee of any other business or be self-employed in any business that engages in the operation, construction, maintenance, selling, marketing or delivery of video signals, telephony, data or on-line or interactive services or the sale equipment for the operation, construction, maintenance or delivery of video signals, telephony, data, on-line or interactive services, whether through coaxial cable, fiber optic cable, affair signal, satellite distribution systems or in any business in competition with the Employer without the written authorization of the Employer. Employees shall not use tools, supplies or vehicles for other than the Employer's business without prior consent from the General Manager.

**Section 2.** Employees shall be notified in writing of their violation of this Section and shall be given sixty (60) days to discontinue their activities which are in violation thereof. An employee's failure to discontinue his activities in violation of this Section within such time frame shall result in discharge.

**Section 3.** The restrictions set forth above in Section 1 shall not apply to employment at establishments whose principal business activity is not restricted under Section 1, except employees may not engage in the selling of any satellite dishes, satellite services, DVR services or equipment, telephony services, or internet services with the Employer even while working for such establishment.

**ARTICLE 42**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

**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 shall be settled, determined, adjusted and processed in accordance with the procedures set forth in this Article.

**STEP 1.** Any employee or group of employees and/or the Steward having a grievance shall present same to the Manager or designee, in writing, within fourteen (14) calendar days of the event giving rise to the grievance, or within fourteen (14) calendar days after the employee (s) should reasonably have known or become aware of the facts or circumstances giving rise to the grievance, whichever is later. The grievance shall specify the facts giving rise to the grievance, the Article of this Agreement allegedly violated and the remedy sought. A grievance meeting with the Manager or designee shall be held within fourteen (14) calendar days of the presentation of the grievance. The Supervisor or designee shall answer the grievance within fourteen (14) calendar days of the meeting.

**STEP 2** If the grievance is not satisfactorily adjusted in STEP 1, it may be submitted to the Director of Labor Relations or his designee. In order to be timely filed, the written grievance must be submitted to the Director of Labor Relations or his designee within ten (10) calendar days after receipt of the denial notification in STEP 1. Within seven (7) calendar days after the submission of the written grievance in STEP 2, the Union's Business Representative, or his designee, and the Chief Steward, shall schedule a meeting with the Director of Labor Relations or his designee in an effort to adjust the grievance. Such meeting shall take place within fourteen (14) calendar days. The Director of Labor Relations or his designee shall answer the grievance in writing within fourteen (14) calendar days after the meeting. If the Employer chooses to file a grievance, such grievance shall be filed at Step 2 with the Union's Business Representative within ten (10) calendar days of the incident or with ten (10) calendar days after the Employer should reasonably have known or become aware of the facts or circumstances giving rise to the grievance, whichever is later. The Union's Business Representative may file a grievance concerning a dispute that affects the entire bargaining unit. Such grievance shall be submitted directly to the Director of Labor Relations or his designee within fourteen (14) calendar days of the incident leading to the dispute.

The Union may, within seven (7) calendar days of notification, request a Union/Management Review Board be convened relative to the dismissal of a non-probationary employee. Such request by the Union must be made to the office of the Director of Labor Relations. A Union/Management Review Board shall constitute the third step of the grievance procedure.

- a. The Board will meet within twenty-one (21) calendar days from the Union's request for such meeting. The Union will advise the dismissed employee that he has a right to attend this meeting. It is intended by the parties that the employee will attend the meeting except in unusual circumstances. The purpose of the Board meeting will be to review the facts that are available concerning the dismissal, to permit the employee (or in the employee's absence or request, the Union) to present any facts which the employee believes should be brought to Management's attention when considering the matter. Upon request, information relevant to the Union's investigation shall be provided to the Union within three (3) business days (Monday through Friday) prior to the Management Review Board meeting.
- b. If, after the meeting of the Board, the Company indicates that the dismissal shall stand, any grievance involving the dismissal shall be deemed withdrawn within thirty (30) calendar days after the date of the dismissal meeting, unless the Union elects to advance the matter to impartial arbitration as provided in Section 2 herein.
- c. Time periods may be extended by mutual consent.

**Section 2.** If the grievance is not satisfactorily adjusted in STEP 2, the Union or Employer 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 filed, the Union or Employer demand for arbitration must be submitted to the AAA and to the Employer's designee or the Union Business Representative in writing within thirty (30) calendar days after receipt of the denial notification in STEP 2. Failure of the grieving party to request the picking of an arbitrator within 30 calendar days after receipt of the AAA list shall result in the forfeiture of the grievance. Failure of either party to strike arbitrators within 30 calendar days after receipt of the AAA list shall result in the grievance being sustained or denied as applicable.

**Section 3.**

- A. The time period shall be business days (excludes Saturdays, Sundays and contractual holidays) or calendar days as indicated and shall, where applicable, be calculated as of the postmark, facsimile confirmation, or hand delivery date of written correspondence. Such time periods shall be extended if the requesting party makes such request prior to the expiration of the time period. The length of extension shall be determined by mutual agreement of the Employer and the Union.
- B. The failure of the aggrieved employee(s) , Union, Employer to file a grievance initially, to process a grievance in any of the Steps in the grievance procedure 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. The union's time to appeal the denial of a grievance at any step of the grievance procedure shall be tolled until such time as it receives a written response to the grievance.

**Section 4.** The arbitrator's sole function shall be to interpret this Agreement and the relevant provisions thereof in connection with the specific issue(s) properly presented to him/her for resolution within the written terms of this Agreement. The arbitrator's award, not inconsistent with the terms of this Agreement, shall be final and binding upon the parties hereto and unit employees. The arbitrator has no authority or power whatsoever to add to, delete from, disregard or to alter any of the express provisions of this Agreement or supplements made a part thereof or to establish or change any existing wage schedule or existing classification.

**Section 5.** In any arbitration of a grievance involving the discipline, suspension or discharge of an employee, the arbitrator shall be empowered to sustain or deny the grievance in whole or in part and may award or deny reinstatement with or without back pay. In any event, should the arbitrator sustain a grievance involving the discipline, suspension or discharge of any employee, any award of back pay shall be offset and reduced by any interim earnings and unemployment compensation insurance collected by the grievant. Moreover, the grievant shall be under a continuing obligation to mitigate his/her damages.

**Section 6.** 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 no mutual agreement to order it. In the event of mutual agreement by the Union and Employer to postpone or cancel a scheduled arbitration, costs shall be borne equally by the parties. If a party cancels or postpones a scheduled arbitration, with approval of the arbitrator, the party seeking the cancellation or postponement shall incur the cost of the arbitration cancellation fees, if any.

## **ARTICLE 43 SHOP STEWARDS**

**Section 1.** The Company shall recognize the right of the Union to appoint no more than seven (7) Stewards (including the Area/Chief Steward). If the Company consolidates work facilities, the number of stewards shall be reduced to six (6) during the period of such consolidation. The Company agrees that choice and removal of these stewards is a function of the Local Union, but all stewards must be selected from the current

employee roster of full-time employees of the Company who are members of the bargaining unit.

**Section 2.** The Local Union agrees to furnish the Company with a list of its stewards, and shall furnish the Company with a notice, in writing, of any new appointment or change in its stewards, prior to the date they are to be recognized as representatives.

**Section 3.** For purposes of this Agreement, Union business is defined to mean:

- a. Investigation of a problem concerning rates of pay, wages, hours of employment, or other conditions of employment.
- b. Attendance at a meeting with one or more representatives of Management for handling or adjustment of grievances. Attendance at collective bargaining meeting with management if it occurs prior to the expiration of the contract.
- c. Absence to conduct Union business away from the Employer's premises and work areas.

**Section 4. Conduct of Union Business**

- a. All stewards will be permitted to leave their places of work to conduct Union business as defined in Section 3 above, after receiving permission from their immediate supervisor. When, however, it is inconsistent with production demands, the supervisor will make the arrangements for the steward to leave work, as promptly as possible. If it deems necessary, the Company may assign another employee to the job assignment of the steward during his absence. When a Steward/ is excused for purposes identified in Section 3(a) and 3(b), the time shall be excused with pay. For Union related leaves of absence, the steward will use his or her best effort to provide two (2) weeks' notice under this section. Time spent on Union business shall be considered time worked for the purpose of calculating overtime.
- b. The Union agrees that all meetings with the Company will be scheduled during the normal hours of work, and that any employee attending a meeting with the Company held outside his regular working hours shall receive no compensation from the Company for time spent at such meetings.
- c. The Union agrees that there shall be no payment from the Company to any Union member while on Union business away from the Employer's premises and work areas.

**Section 5.** Employees may request the presence of a steward if they have reasonable grounds to believe that disciplinary action may occur during a meeting with a management representative.

**Section 6.** Each employee, new to the bargaining unit, will be introduced by a Supervisor to the appropriate Union Steward and the Union Steward will have up to twenty (20) minutes on Company time to confer privately with the employee. Such shall occur within one (1) week of the employee reporting to work, but in no event more than thirty (30) days after hire.

#### **ARTICLE 44 UNION ACCESS TO EMPLOYER FACILITIES**

**Section 1.** The Union's Business Representative may visit and have access to the plant facilities and/or other properties covered by this Agreement at reasonable times during regular business hours for the purpose of investigating grievances, attending grievance meetings with management and/or conferring generally with management officials pertaining to the terms and conditions of this Agreement. In addition, should the Union Business Representative desire to conduct union business with unit employees, he may do so only on the employee's non-work time and in non-work areas. Notwithstanding the foregoing, the Union shall not conduct general membership meetings in the Employer's facilities or parking lots.

**Section 2.** Prior to his/her arrival at the Employer's facility, the Union Business Representative shall either telephone or write the Manager or his duly authorized designee with respect to the date, time and expected duration of such visit. Such notification shall take place no later than 5 p.m. the night before such visit.

**Section 3.** The Union Business Representative shall immediately announce his presence to the counter clerk, receptionist or other designated person, as the case may be, and request that he notify the appropriate management official of his arrival.

**Section 4.** During the course of such visit, the Union's Business Representative shall so conduct himself as not to interfere with the operations of the office or other work areas within the Employer's premises.

#### **ARTICLE 45 SCOPE OF BARGAINING**

It is agreed that this Labor Agreement contains the full and complete Agreement on all subjects upon which the parties bargained or could have bargained. Neither party shall be required, during the term of this Agreement, to negotiate or bargain upon any other issues. All matters not included in this Agreement shall be deemed to have been raised and disposed of as if covered herein.

**ARTICLE 46  
SEPARABILITY**

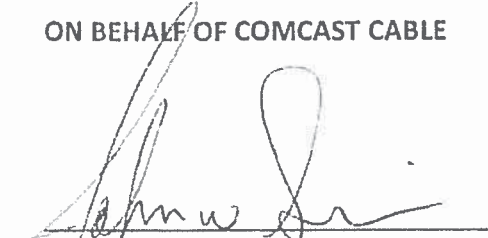
Should any provision of this Agreement be declared illegal by any Court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable law.

**ARTICLE 47  
DURATION**

This Agreement shall be in full force and effect from October 1, 2016 to and including September 30, 2019. Either party desiring to terminate or modify this Agreement shall give written notice thereof to the other party at least sixty (60) days prior to September 30, 2019. In the absence of such timely notice, this Agreement shall thereafter remain in effect until sixty (60) days following receipt of written notice from either party to terminate or modify this Agreement.

SIGNATURE PAGE

ON BEHALF OF COMCAST CABLE

  
\_\_\_\_\_  
John W. Smith  
Vice President Labor Relations

1/17/17  
\_\_\_\_\_  
Date

ON BEHALF OF INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 21

  
\_\_\_\_\_  
Paul Wright  
President Business Manager  
Financial Secretary

1/17/17  
\_\_\_\_\_  
Date

**APPROVED**  
INTERNATIONAL OFFICE - I.B.E.W.

**May 8, 2017**

Lonnie Stephenson, President  
This approval does not make the International a party to this agreement.



**APPENDIX A  
Progression**

<b><i>JOB TITLE</i></b>	<b><i>STEP</i></b>	<b><i>HOURLY RATE OF PAY</i></b>
Service Technician	1 – hire rate	\$ 13.00
	2 – After 120 days*	\$ 13.65
	3 – Upon certification on all products**	\$ 16.00

<b><i>JOB TITLE</i></b>	<b><i>STEP</i></b>	<b><i>HOURLY RATE OF PAY</i></b>
Advanced Service Technician	1 hire rate	\$17.50
	2 (after 12 months of service)	\$18.00
	3 (after 24 months of service)	\$18.50
	4 (after 36 months of service)	\$19.00

<b><i>JOB TITLE</i></b>	<b><i>STEP</i></b>	<b><i>HOURLY RATE OF PAY</i></b>
Maintenance Technician	1 (up to 12 months of service)	\$19.00
	2 (after 12 months of service)	\$20.00
	3 (after 24 months of service)	\$20.50
	4 (after 36 months of service)	\$21.00
	5 (after 48 months of service)	\$21.50
	6 (after 60 months of service)	\$22.00

<b>JOB TITLE</b>	<b>STEP</b>	<b>HOURLY RATE OF PAY</b>
Head end Technician	1 (up to 12 months of service)	\$21.50
	2 (after 12 months of service)	\$22.50
	3 (after 24 months of service)	\$23.00
	4 (after 26 months of service)	\$23.50
	5 (after 48 months of service)	\$24.00
	6 (after 60 months of service)	\$24.50

\* Notwithstanding the provisions of Article 27, Service Technicians shall be on probation for six (6) months from date of hire.

\*\* Certification shall be on products regularly performed by Service Technicians. Employees shall be given training on all such products during their new hire training.

## APPENDIX B

The following shall be the minimum starting rates, within each classification, for all employees hired by the Company after the date of ratification:

<u><i>Classification</i></u>	<u><i>Starting Rate</i></u>
CSSR	\$11.50
Warehouseperson	\$11.50
Service Technician	\$13.00
Advanced Service Technician	\$17.50
Maintenance Technician	\$19.00
Head end Technician	\$21.50
Dispatcher*	

\*The Company currently employs no dispatcher. Should it hire dispatchers during the term of this Agreement, the parties will negotiate the minimum rate of pay for the classification.

**APPENDIX C  
VEHICLE SAFETY POLICY  
Chicago Region**

This policy is effective when Comcast employees are operating a Company Vehicle\*. Other local, state, or Federal programs may also be covered by this policy, as deemed applicable by the Regional Safety Manager or Human Resources.

Violation of this "Vehicle Accident Policy" is generally, but not limited to, the descriptions listed below:

1. When an employee, during the operation / possession of a Company Vehicle\*, is observed by a member of supervision/management team violating a Comcast policy, procedure, local, state, or Federal statute or regulation.
2. If the employee, during the operation/possession of a Company Vehicle\*, receives a citation through law enforcement indicating the driver violated some local, state, or Federal statute or regulation. (Conviction)
3. When, in the operation / possession of a Company Vehicle\*, an employee is contributory and / or deemed to be negligent in an accident or incident, or when violating a Comcast Safety Policy, or local, state, or Federal statute or regulation.
4. When an employee, while not in the possession of a Company Vehicle\* receives warnings or citations from local state or federal law enforcement that invalidates or changes the status of their driver's license, or fails to comply with a request from the Secretary of State.

**\*The following procedure applies for any employee driving a Comcast owned, leased, rented or employee's personal vehicle used for company purposes.**

*Note:* In any case as outlined above, the Regional Safety Manager and Human Resources should be contacted immediately following first knowledge or alleged violation.

**PROCEDURES:**

**Depending on the circumstances and severity of the accident and the nature of damage, one or more of the minimums listed below may be bypassed.**

**Examples of such circumstances may be, but are not limited to:**

- Leaving the scene of the accident
- Driving while impaired or under the influence of drugs or alcohol

- **Negligent, reckless or aggressive operation of a vehicle**
- **Operating or possessing a company vehicle without a valid drivers license \*\* in their possession**

**DISCIPLINARY STEPS:**

- |  |                             |
|--|-----------------------------|
| • First driving violation                                  | * Written warning           |
| • Second driving violation<br>(in rolling 24 month period) | * Final written warning.    |
| • Third driving violation<br>(in rolling 24 month period)  | * Termination of employment |

A valid driver's license\*\* is a minimal functional requirement of employment for any employee operating a Company Vehicle\*. Any employee found to be in the operation / possession of a Company Vehicle\*, but not in possession of a valid driver's license will be immediately have their driving privileges suspended. That employee must provide proof of a valid driver's license and insurance (on a personal vehicle if applicable) within that 72 hours or face termination (for good cause shown, the employee may be granted up to a maximum of five days). Even if a license is provided within 72 hours, Comcast reserves the right to issue discipline on a case-by-case basis, including and up to termination.

(\*\* Valid Drivers License as defined by the state of Illinois or issuing state)

Discipline pertaining to vehicle violations shall be null and void upon the passage of twenty- four (24) months after the most recent Vehicle Accident Policy discipline and will not be referred to in any future discipline.

## APPENDIX D

The Company's ladder policy is appended to the labor contract, with the following addition: The Company and the Union will revisit this policy should the Company later utilize equipment with higher weight limits.

### **Safety Regulations for Ladder and Bucket Equipment**

Comcast complies with all OSHA safety requirements and regulations. Safety requirements for ladders, bucket trucks, and fall protection equipment incorporate maximum weight limits. Essential functions of the CommTech/ Quality Control Representative positions includes but is not limited to using ladders and/or bucket trucks and/or fall protection equipment. Technicians must meet the weight limit requirements in order to perform essential functions of their position. The following Compliance Plan has been developed to adhere to safety regulations.

### **Weight Limits**

Most Comcast ladders and bucket equipment may have a maximum weight limit of 300 lbs. Most fall protection equipment has a maximum rating for 310 lbs. Since this limit should include the technician's weight and the weight of their tools and clothing, the technician should not weigh more than 280 lbs. CommTech/ Quality Control Representatives are encouraged to maintain their weight at 280 lbs or less. To ensure compliance, each technician will be required to provide proof of weight annually.

### **Weight of 280 to 325 lbs**

Technicians/ Quality Control Representatives weighing between 280 and 325 lbs will be encouraged to lose weight by participating in a weight loss program. Reasonable accommodations may be made that do not cause significant difficulty or expense.

Equipment modifications may be made with:

- Higher weight limit ladders and/or,
- Bucket trucks and/or,
- Fall protection equipment and/or,

Comcast may purchase ladders rated at 375 lbs for technicians and supervisors who weigh over the 280-pound limit and less than 325 lbs. These employees will be notified regarding the new ladders.

Comcast may reassign or modify bucket trucks if possible for employees over the 280-pound weight limit and less than 325 lbs. These employees will be informed regarding bucket truck plans.

At no time should an employee climb a ladder or enter a bucket if they exceed the weight limit.

If the employee's weight falls below 280 and is maintained, equipment may be replaced with lower weight limit maximum ratings.

**Weight Over 325 lbs.**

Since the additional weight of tools and equipment varies from 20 to 50 lbs. the maximum weight for a CommTech/ Quality Control Representative is limited to 325 lbs for ladders rated at 375 lbs., bucket trucks rated at 350 lbs, and fall protection equipment that can be purchased to accommodate a person up to 360 lbs. (Manufacturer specifications should be reviewed for exact weight limits on gaffs, body belts, and safety straps).

Using a ladder and/or bucket truck is an essential function of the CommTech and Quality Control Representative positions. If an employee is not able to meet this essential job function, the following plan will be implemented:

- The employee will be placed on modified duty for up to six months and the Modified Duty Program will apply. This temporary assignment will not require the use of a ladder and/or bucket truck and will be based on the Company's ability to place the employee in a modified assignment. (Collective bargaining contracts may have alternate placement restrictions).
- The employee will be encouraged to participate in a weight loss program. Recommended weight loss programs may be provided through the EAP.
- The employee will be required to participate in weigh-ins every 30 days at an Advocate facility to ensure the weight loss goal is met. Advocate will report the weight to the employee's Human Resource Representative.
- If the employee meets the essential function weight limit, they will return to their Technician position.
- If the employee does not meet the essential function weight limit, they will have the opportunity to apply for another position within Comcast during the maximum six month modified duty assignment or they will be terminated from employment for not being able to meet the essential functions of the job.
- Employees who fail to meet the 325-weight limit two years in a row will be terminated for failure to meet the essential functions of the job.

**Letter of Understanding  
"Qualified Service Technicians"**

The parties agree that if a Maintenance Technician position is filled during the life of this agreement the following employees shall be offered the position (in the order listed) prior to the position being offered to other bargaining unit employees. These employees must be performing all job duties, including attendance within the policy guidelines, at acceptable performance levels to be considered for the position:

Ryan Aichholz

Kraig Kramer

Roy Cooley

Margarito Veliz

The parties further agree that if the employees listed below are able to become "qualified" under the parameters set forth by Management they will be added to the list above in the order of qualification. The employees must make themselves available for the training.

Dave Chambers

Jerry Leonard

Kevin Beallis

Joe Kendle

**ON BEHALF OF COMCAST CABLE**

**ON BEHALF OF INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 21**

\_\_\_\_\_  
**Patrick Battel**  
**Vice President Labor Relations**

\_\_\_\_\_  
**Paul Wright**  
**President Business Manager**  
**Financial Secretary**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**



**LETTER OF UNDERSTANDING  
CONCERNING AREA / CHIEF STEWARD**

This is to confirm the understanding between Comcast and Local 21, I.B.E.W., concerning the position known as Area/Chief Steward.

**A. Intent of the Parties**

1. The objective of the Area/Chief Steward position is to help resolve grievances between Union members and Management in Step 2 and 3 of the grievance procedure. Grievances will be addressed at the first step of the grievance procedure by the appropriate Local Steward and Supervisor. Grievances at the first step may be addressed by the Area/Chief Steward in the absence of the Local Steward.

2. The Area/Chief Steward is obliged to ensure that the proper grievance procedure is being followed; under no circumstances should the Local Steward be circumvented or the authority of the Local Steward be diminished by the involvement of the Area/Chief Steward. The Local Steward and the Supervisor have the authority to enter into settlement agreements at the first step (which will be binding on the Grievant and the I.B.E.W. Local 21).

3. The Area/Chief Steward has authority to enter into settlement agreements which will bind the Grievant and the I.B.E.W. Local 21.

4. The Area/Chief Steward should not initiate grievances unless such grievances are requested by a Union member or filed by the Local Steward.

**B. Scheduling of the Area/Chief Steward**

1. The Area/Chief Steward shall normally be available for Union business during Company working time on a predetermined and scheduled basis. Time spent in formal second and third step grievance meetings with Management will be excluded from these hours and paid in accordance to Article 43

2. In addition to paragraph B1, the Area/Chief Steward shall be excused to attend up to one (1) Union conference a contract year, which shall not exceed five (5) working days in length provided that the Director of Human Resources is given at least fifteen (15) calendar days of advance notice of such conferences. The Company shall not pay for time spent attending such conferences, nor shall such time be considered time worked for overtime purposes.

**C. Conditions**

1. The Company agrees to grant to the Area/Chief Steward the time off outlined above to transact Union business at locations other than the Area/Chief Steward's normal work locations.

2. The Company assumes no liability of any kind for actions taken or omissions committed by an associate while he/she is functioning as an Area/Chief Steward.

3. It is understood that the Area/Chief Steward is not acting as an agent or associate of the Company while functioning or traveling in that capacity, and that the Union will indemnify and hold harmless the Company, or its affiliates, from and against any and all actions, causes of actions, or claims which may result from an associate acting in his/her capacity as an Area/Chief Steward.

4. The Area/Chief Steward shall not be permitted to use a Company vehicle to conduct Union business on days he is not performing Company work. This Letter of Understanding shall remain in full force and effect for the term of the Collective Bargaining Agreement.

The parties will monitor this Agreement and meet every six (6) months to ensure that it is being applied as they intended when it was negotiated.

**ON BEHALF OF COMCAST CABLE**

**ON BEHALF OF INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 21**

\_\_\_\_\_  
**John Smith**  
**[title]Vice President Labor Relations**

\_\_\_\_\_  
**Paul Wright**  
**President Business Manager**  
**Financial Secretary**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**LETTER OF UNDERSTANDING  
CONCERNING ADMINISTRATIVE TERMINATION AFTER TWELVE  
MONTHS OF LEAVE OF ABSENCE**

This is to confirm the understanding between Comcast and IBEW, Local 21 concerning the administrative termination of an employee who has been on a Leave of Absence for twelve (12) consecutive months.

1. Employees on leave due to illness or injury (whether or not work-related) for twelve (12) months shall, at the end of the 12 month period, be administratively termed, but shall be entitled to reinstatement to their former position for a period of two (2) years ("Reinstatement Period") following the administrative termination provided that an opening exists in their former position and provided that the employee has medical clearance to return to work.

2. An employee reinstated under this Letter of Understanding to his previous position shall receive the wage rate that he would have received if not for the inactive service. There shall be no back pay.

3. An employee reinstated under this Letter of Understanding shall, consistent with the CBA, be credited with seniority from his original date of hire except, for benefit purposes only, seniority shall be pre-rated for the period of his active service.

4. An employee reinstated under this Letter of Understanding shall be presumed qualified for his former position at the time of reinstatement. However, if methods, equipment, products, etc. have changed since he was last in active service, the Company will provide training and/or instruction necessary to allow the employee to perform the work.

5. In the event that there is no opening in an employee's former position when he is cleared for reinstatement, or if his former position has been eliminated since his last active service, the employee seeking to return under the terms of this Agreement will have the option of:

- a. being instated to a lower rated job classification provided he is qualified for such position and an opening exists in such position, or
- b. Waiting for the first opening in his former job classification until the conclusion of the Reinstatement Period, or until sixty (6) days after the employee's notice of return, whichever date occurs later, at which time the opportunity for reinstatement shall expire.

If the employee accepts reinstatement to a lower-rated job classification, the employee shall receive a wage rate that is appropriate to the classification and the employee's seniority, using the wage rates and seniority of incumbent employees in the classification as benchmarks. In the event of a dispute over the wage rate for a returning employee, the Union may utilize the grievance procedure but the employee shall not be permitted to begin work at the wage rate established by the Company.

**ON BEHALF OF COMCAST CABLE**

**ON BEHALF OF INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 21**

\_\_\_\_\_  
**John Smith**  
**[title]Vice President Labor Relations**

\_\_\_\_\_  
**Paul Wright**  
**President Business Manager**  
**Financial Secretary**

\_\_\_\_\_  
**Date**

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**Date**