

**COLLECTIVE BARGAINING AGREEMENT**

between

**COMCAST**

And

**THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL  
2322, AFL-CIO**

(Fairhaven, Mass)

*Date*

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## **AGREEMENT**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by and between Comcast Cable Communication, hereinafter called the "Employer" or the "Company" and Local Union 2322 of the International Brotherhood of Electrical Workers, hereinafter called "the Union."

Any use of a male noun or pronoun in this Agreement used in reference to an employee, it is intended to include either male or female employees.

### **ARTICLE 1 UNION SECURITY/DUES CHECK-OFF**

Section 1: It shall be a condition of employment that all employees covered by this Agreement shall become and remain members in good standing in the Union. New employees shall become members of the Union on the thirty first (31st) day following their date of employment. These conditions shall be enforced and applied in accordance with the provisions of the National Labor Relations Act as amended. At the time of hire, all necessary Union forms will be completed and forwarded to the Union on a monthly basis. The Company agrees to discharge any employee for nonpayment of dues and initiation fees upon seven (7) days written notice from the Union to do so.

Section 2: The Company shall deduct uniform initiation fees, regular Union dues and delinquent dues upon presentation to it of a lawful check off authorization in a form attached to the Agreement as Exhibit A. The Union shall certify to the Company the amount to be deducted. Said deductions shall be on a bi-weekly basis and will be remitted to the Union on a monthly basis by name and amount.

### **ARTICLE 2 MANAGEMENT RIGHTS**

Section 1: Except as modified by an explicit provision of this Agreement, the Company retains the exclusive right to operate, control and manage the business, and to direct the employees in the fulfillment of their duties as those duties are determined by the Company. The Company shall continue to be exclusively responsible for all managerial functions and prerogatives, including but not limited to: subcontracting work subject to Article 8, to 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; to determine the qualifications of employees; to assign and direct the work of employees, including determination of the tasks and duties to be assigned to employees, to create new positions; to assign new duties to existing positions; to determine the hours of work and shifts; to reprimand, suspend, discharge or otherwise discipline employees

for just cause; to demote, promote, transfer, layoff and recall employees; to require employees to wear uniforms; to determine the suppliers and customers with whom it will deal, and the services materials, equipment and supplies that will be required; to establish and enforce standards to measure and evaluate employee performance and productivity; to introduce new or improved methods of operation or technology; to consolidate or move operations within the Fall River Fairhaven footprint; to establish attendance policies, disciplinary rules, facility and equipment rules, operational rules and procedures, and safety rules and procedures.

Section 2: All of the rights vested with the Company prior to this Agreement are retained by the Company except specifically and explicitly restricted herein. The Company's exercise or non-exercise of a retained right shall not operate as a waiver of such right.

### **ARTICLE 3 JOB CLASSIFICATIONS**

- A. Service Tech 1 shall be the new classification for employees hired after the ratification of this agreement. All employees classified as Service Tech 1 shall be required to install and service all Comcast products. Service Tech 1 employees with more than twenty-four (24) months of service may apply for a Service Tech 2 or Plant Tech position, if a vacancy exists.
- B. Employees classified as CommTech 2, 3, 4 and 5 prior to the ratification of this agreement shall be classified as a Service Tech 2. Employees classified as a Service Tech 2 shall be required to install and service all Comcast products.
- C. Employees classified as NCT 4 and NCT 5 prior to the ratification of this agreement shall be classified as a Plant Tech.
- D. Employees cannot move between classifications unless there is a posted and open position, as determined by management.
- E. The Company will provide preference to bargaining unit employees for promotion and advancement to bargaining unit positions. When a bargaining unit position becomes open, interested employees will be considered on the basis of their skill and ability to perform the work required. Where skill and ability to perform the work required are relatively equal, seniority shall prevail. The Company's judgment on the question of skill and ability to perform the work shall not be arbitrable.
- F. In the event of a promotion to a higher level job, the promoted employee shall receive the entry level wage rate of such new higher level job, or a 5% increase to the employee's hourly wage rate immediately prior to the promotion, whichever is greater.

## **WAGES:**

- A. Employees hired or promoted after the ratification of this agreement shall be paid as follows:

**Service Tech 1**

0-12 months	\$15.00
12 months +	\$16.00
24 months+	\$17.00

**Service Tech 2**      \$21.37

**Plant Tech**      \$23.05

- B. Employees hired prior to the ratification of this agreement shall be "grandfathered" in at their hourly rate of pay immediately prior to ratification.
- C. Effective after ratification of this agreement, annual increases for Service Tech 2 and Plant Tech employees shall be as follows:

Effective January 2, 2021 employees covered by this agreement that have been in their current position for at least one year shall receive a 2% increase to their base hourly rate of pay. This increase will be waived if the Agreement is ratified on or within one-hundred eighty (180) days after March 1<sup>st</sup>. All other provisions of this Agreement will remain unaltered.

Effective January 2, 2022 employees covered by this agreement that have been in their current position for at least one year shall receive a 2% increase to their base hourly rate of pay.

Employees who are at or above the maximum rate of pay shall receive any general annual wage increases to which they are entitled based on conditions described above as a lump sum, less applicable deductions and withholdings.

- D. The maximum rate of pay for each classification covered under this agreement shall be the same as the maximum rates for similar classifications in the Greater Boston Region.
- E. On an annual basis, Comcast will generate and provide to the Union a list of maximum rates in effect for unit classifications.
- F. During the term of this Agreement, the Company may unilaterally and in its sole discretion increase the maximum rate of pay for any job classification at any time. The Union will be provided notice in advance of any such changes.

#### **ARTICLE 4**

#### **HOURS OF WORK AND OVERTIME**

The Company retains the sole discretion to establish starting times; the number of shifts and hours worked, and work rotations. Except where unforeseeable circumstances make it impossible to do so, the Company will provide advance notice to employees of changes to the regular schedule.

The normal work week shall be forty (40) hours and may be compromised of five (5) eight (8) hour shifts or four (4) ten (10) hour shifts as determined by the Company and shall be selected by seniority within job categories and classifications.

Overtime will be compensated at time and a half (1 ½) the regular rate of pay for all hours worked over forty (40) in a work week. All unpaid time off for union business will count as hours worked for the purposed of overtime.

Each week the supervisor shall create an overtime availability list by soliciting his/her team for their availability to work overtime each day of the following week. Insofar as may be practicable and consistent with the efficient performance of the work to be done (including the taking into account factors such as skills and ability and the location of the job), the Company shall distribute overtime fairly and equitably among those who volunteer for the overtime. A biweekly overtime report will be posted listing the year to date overtime hours worked by each employee. When there are more volunteers than required for scheduled overtime, the volunteers with the least amount of overtime hours worked shall be granted the overtime assignment. When there are insufficient volunteers than required, the employee with the least amount of hours on overtime report, who is qualified to do the work, shall be required to work the overtime assignment. Overtime at the end of a shift is the responsibility of employee to whom such work is assigned. When an employee is unable to work overtime, he/she shall notify his supervisor at the beginning of their shift. The supervisor shall assign the next person on the availability list to relieve the employee. If there are no volunteers, the employee would be required to complete his/her work assignment that he/she is currently on.

For payroll purposes, the work week is defined as Sunday at 12:00 A.M. to Saturday at 11:59 P.M., however, hours worked will be deemed to accrue in the work week in which the shift commences. Employees shall be paid in accordance with Comcast Policy.

A regular work shift shall include an unpaid lunch period of either one-half (1/2) hour or one (1) hour as determined by the Company. Employees shall receive one (1) paid fifteen (15) minute break prior to lunch, and one paid (1) fifteen minute break after lunch.

There shall be no pyramiding of overtime or any premium pay.

If it becomes necessary to call an employee who is not on standby duty back to work after the end of his/her shift, the Company will call the employee with the least amount of hours on the



overtime report. Any employee who is called out after returning home on a work assignment not continuous with the employee's regular work hours, shall be compensated as follows:

- Employees will be paid at applicable rate from the time the employee is called out until the employee returns home
- If an employee is called back to work after he/she finishes their regular shift, he/she shall be paid for a minimum of three (3) hours worked. (This minimum shall only apply to the first call out with a 24 hour period)

## **ARTICLE 5 DISCIPLINE AND DISCHARGE**

Non-probationary employees covered under this Agreement may be discipline or discharged for just cause. Discipline may consist of oral and/or written warnings, suspensions without pay, and discharge. While the Company will provide counseling or progressive discipline where appropriate, it is understood that certain offenses shall be cause for immediate suspensions or discharge without warning. For purposes of this Article, examples of causes for discipline include, but are not limited to: violations of law, violations of company procedure, insubordination, failure to meet quality standards for workmanship, productivity, customer service and interactions, participation in any activity prohibited by the "No Strike/No Lockout" provision(s) of this Agreement, and any type of dishonesty.

The Union retains its rights under Grievance and Arbitration procedures of this Agreement if it believes issued discipline is unjustified.

Discipline shall become null and void after a twelve month (12) month period if not other discipline related to the original discipline is given during that twelve (12) month period. Discipline related to motor vehicle accidents and attendance shall be issued in accordance with company policy but are still subject to the grievance and arbitration procedure.

## **ARTICLE 6 FRONT LINE BONUS**

Unit employees covered under the terms of this agreement will be eligible to continue participating in the "Front Line Bonus" program on the same terms and conditions that applied prior to ratification, but such eligibility shall end on December 31, 2020.

## **ARTICLE 7 USE OF CONTRACTORS**

The Company has the right to utilize contractors, except that the use of contractors shall not cause the layoff of employees affected classification and the Company shall not use contractors while the employees in that classification are on layoff. For the purpose of this Agreement, classifications of bargaining unit employees shall be Plant Technicians and Field Service Technicians.

## **ARTICLE 8 USE OF COMCAST VEHICLES**

The employer shall have the sole right to determine if employees covered by this agreement shall have the option of driving Company vehicles home, and/or be dispatched to their first work assignment from home. The decision as to whether or not any individual, classification or unit of employee(s) may take a company vehicle to their homes rest exclusively in the employer's sole and absolute discretion and can be changed at any time. Employees and the Union shall receive sixty (60) days' notice of any change and if requested shall meet with the union to answer any questions the Union might have prior to the change. The meeting to discuss said changes shall take place no less than thirty (30) days prior to the change is to take place.

Employees who are permitted to take a company vehicle home and/or dispatch directly to their work assignment from home will be subject to the Greater Boston Region Technical Operations Business Integrity and Conduct policy which may be modified by the Employer at its sole discretion. The Union retains the right to grieve and or arbitrate any discipline that may occur; and in cases when the Union claims and individual whose home garaging benefits have been suspended has been treated in an arbitrary and capricious manner.

## **ARTICLE 9 UNION RECOGNITION**

Section 1: The Employer recognizes IBEW Local 2322 as the sole and exclusive bargaining representative for all employees with respect to rates of pay, wages, and hours of employment or any other condition of employment for all employees covered by the terms of this agreement.

## **ARTICLE 10 UNION BULLETIN BOARDS**

Section 1: The Union shall have the right to mount a bulletin board at each Company location where the Union represents employees. The location of the bulletin board shall be subject to the approval of the Company. The use of such bulletin boards shall be considered proper when confined to the factual notices and announcements of the Union. The size of the bulletin board will be mutually agreed upon between the Company and the Union.

Section 2: Material to be posted shall not contain anything derogatory to the Company, Union, employees, or anything that will detrimentally affect Company operations.

## **ARTICLE 11 GRIEVANCE PROCEDURE**

Section 1: A grievance is a complaint, dispute, controversy or any difference between the Union and the Employer involving the interpretation or application of any of the provisions of this Agreement. When an employee has a complaint, he or she may first consult his or her immediate supervisor. If the complaint is not resolved the employee may then follow the grievance procedure outlined below:

STEP 1: The Union shall present the grievance to the employee's Direct Supervisor or the Company's local Human Resource Manager. The grievance will be processed, and a decision rendered within ten (10) working days of initial presentation by the Union to the employee's Direct Supervisor or the Company's local Human Resource Manager. If mutually agreed upon, the Union may omit Step 1 and submit the grievance to Step 2.

STEP 2: If the grievance is not satisfactorily adjusted in Step 1, within ten (10) calendar days of the step 1 response, the Union may move the grievance to Step 2 by submission of a written request for a meeting between the Regional Director of Human Resources and the Union Business Manager or Business Agent or their designees. The meeting will be scheduled within ten (10) calendar days of the Step 2 request or extended by mutual consent.

Section 2: Grievances must be presented initially within thirty (30) calendar days of occurrence which gave rise to the grievance. Grievances and notification of appeal shall be in writing at Step 2 and shall set forth the act or occurrence grieved, the names or names of employees aggrieved where practical, the contract provision alleged to have been violated, if any, and the remedy

requested. The specification of additional contract provisions alleged to have been violated may be made in subsequent appeals of the grievance procedure.

Section 3: For each step of the grievance procedure the Company Representative shall respond in writing to the Union the reason for the decision reached at that step. Disposition of any grievance not appealed within the specified time limit shall be considered final. Failure of the Company to process a grievance and render a decision within the specified time limit entitles the Union to appeal to the next step of the grievance procedure.

Section 4: Within ten (10) calendar days of the date of the decision is rendered at Step 2 of the grievance procedure the Company will furnish to the Union a written statement confirming its decision.

Section 5: The Company shall pay not more than one (1) Union representative at the Step 1 grievance meeting. If there is more than one manager, manager designee or any other non-bargained for employee at the Step 1 meeting, the Company shall pay not more than two (2) Union representatives at the Step 1 meeting. The Company shall pay not more than two (2) Union representatives at Step 2.

Section 6: Once a Union representative has notified a Company representative of a grievance, the Company will not discuss the matter with the individual employee or employees involved without first affording a representative of the Union an opportunity to be present, at a time and place mutually agreeable to the Union and Company.

Section 7: The Company recognized the right of the Union to make a reasonable investigation of the circumstances surrounding any grievance while on Company time and agrees to cooperate with the Union in such investigation.

Section 8: As a prerequisite for the administration of this article, the parties shall establish a uniform numbering system for the identification and processing of grievances. The parties acknowledge that the grieving party has an affirmative obligation to assist the non-grieving party to understand the factual and contractual basis of any grievance and shall respond to any reasonable request regarding the identification and nature of grievance.

## **ARTICLE 12 ARBITRATION**

Section 1: If the Union contends that the intent and meaning of one or more of the Articles of this Agreement (except s otherwise provided in the Agreement) has been violated by the Company, it may demand arbitration provided that written notice is received by the Company no later than fifty five (55) calendar days after

the conclusion of the final step of the grievance procedure. The Arbitrator will issue an award within thirty (30) days of the hearing.

Section 2: The grieving party's failure to meet the time limits and abide by the procedural requirements as stated herein will bar the grievance from consideration thereafter.

Section 3: Arbitration shall be conducted by an impartial chairman mutually chosen by the parties. The procedure for arbitration shall be as follows:

- a) The representatives of the parties shall select the impartial chairman by mutual agreement within thirty (30) days of Company receipt of demand for arbitration. If the representatives of the parties are unable to agree on the impartial chairman within thirty (30) days, either party can request the American Arbitration Association to expeditiously submit a series of three (3) lists from which an arbitrator will be chosen by the parties in accordance with their three list procedure.
- b) Hearings and post-hearing activities shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The parties shall agree to a time table for the submission of post hearing briefs.
- c) The Arbitrator shall have no power to add to, subtract from, modify or disregard any of the provisions of this Agreement nor shall it have power to establish or determine any new wage rate, job classification or job differential. The decision of the Arbitrator, which shall contain a full statement of the grounds upon which the issue or issues are decided, shall be final and binding on the Union and the Company.
- d) Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the impartial Chairman and any other expenses of such Board shall be borne equally by the parties.

Section 4: If the grievant involves a discharge or disciplinary action, the Arbitrator shall determine whether the discharge or disciplinary action was without just cause. If the Arbitrator finds that the discharge or disciplinary action was without just cause, the employee shall be reinstated. At the Arbitrators discretion the employee may be granted lost seniority, the employee's basic weekly wage rate

for straight time lost. Any back pay award must be reduced by any interim earnings including but not limited to unemployment insurance.

### **ARTICLE 13 EMPLOYEE HANDBOOK AND CODE OF CONDUCT**

Employees covered by this agreement must acknowledge electronically that they have reviewed Comcast's Code of Conduct and Employee Handbook. The Union has the right to grieve and arbitrate any discipline as a result of any infractions.

### **ARTICLE 14 UNION BUSINESS**

Section 1: Business Managers and other employees who are full time Union representatives shall be granted leaves of absence without pay for the purpose of conducting Union activities. Other employees, who are authorized by Union representatives, will be given an excused absence without pay or a leave of absence without pay, for the purpose of conducting Union activities.

Section 2: Stewards and other authorized Union representatives will be granted reasonable time off with pay for investigating grievances during working hours if excused in advance. The steward or Union representative will notify the immediate supervisor or a designated alternate.

Section 3: The Local Union Business Manager shall appoint not more than six (6) stewards at each location covered under this Agreement and shall keep the Company informed in writing of the names of the stewards or changes to the stewards appointments.

Section 4: Authorized representatives of the Union shall be allowed access to the premises of the Employer where employees are employed under this Agreement to inspect, investigate operations of the Employer for compliance with terms and conditions herein, grievance meetings, to investigate grievances and to confer generally with management or its employees. Notification to the Company shall be made prior to 5:00pm of the previous day. Such access may not interfere with the scheduled or required work of employees or contractors.

Section 5: The Employer agrees to meet with and confer monthly at a mutually agreeable time with representatives of the Union on any and all questions or matters relative to the terms of this agreement and all other matters pertaining to working conditions and other conditions of employment.

### **UNION LEAVE OF ABSENCE**

Section 6: A Union leave of absence will be required if a continuous period of absence for union activities is to exceed or exceeds thirty (30) consecutive calendar days.

Section 7: The initial leave of absence and any extension thereof shall be for a period of not less than one (1) month and not more than one (1) year. If the leave of absence is for the office of Business Manager or Assistant Business Manager than the leave will be granted for the term of the office.

Section 8: At no time shall more than two (2) employees, other than the position of Business Manager and or Assistant Business Manager, be on a leave of absence for Union business.

Section 9: The total cumulative period of leave of absence for Union business shall be counted as service credit in terms of employment.

#### **REINSTATEMENT OF AN EMPLOYEE**

Section 10: Upon return from a leave of absence, an authorized Union representative shall be reinstated at the rate of pay then in effect for the employee's return assignment and at work generally similar to that in which the employee last was engaged prior to employee's absence.

#### **PAYMENT**

Section 11: Authorized representatives of the Union who are employees covered by this agreement will be paid at the straight time hourly rate for grievance meetings and any other company meeting with the Company representatives subject to the following conditions:

- a) Union representatives on leaves of absence will not be paid for such meeting time.
- b) Pay will be allowed for excused absence only if (1) such meeting is held during said employee's scheduled straight time working hours, and (2) said employee would have worked had employee not attended such meeting.
- c) The time paid for shall be limited to actual meeting time during scheduled straight time working hours, plus necessary time, if any, spent during scheduled straight time working hours in traveling between the employee's work location and the meeting location.
- d) The Company shall pay no more than one (1) Union representatives at the Step 1 grievance meeting unless there is more than one manager, manager designee or any other non-bargained for employee present at the Step 1 meeting, at which time the Company shall pay not more than two (2) Union representatives at the Step 1 meeting. The Company shall may not more than two (2) Union representatives at Step 2 grievance meetings.
- e) The Employer agrees to allow up to four (4) Union representatives, without pay, to participate in collective bargaining negotiations.

- f) Based on the requirements of the business, at the Unions request, Union representatives may be released from work without pay for union Business. Where practical, a minimum of fourteen (14) days' notice will be given.

Section 12: At a time and location mutually convenient for the Company and the Union, not to interfere with the needs of the business, a Union representative may meet with a new employee while being paid on Company time, not to exceed one half (1/2) hour, to discuss Union orientation matters such as Union Membership and payroll deductions for Union dues.

## **CONCLUSION**

Section 13: Nothing in this Article shall be construed as prohibiting the Union and the Company from extending by mutual agreement, a leave of absence under all the provisions of this Article.

## **ARTICLE 15 COMPANY POLICY CHANGE**

The Company will notify the union, as soon as practical of any policy changes which affects the terms and conditions of employment for Fairhaven employees. The company will notify the union prior to implementation.

## **ARTICLE 16 HEALTH BENEFITS**

Unit employees covered under the terms of this agreement shall be eligible for the same Medical, Dental, Vision, Accidental Death & Dismemberment and Life Insurance benefits as eligible non-unit frontline employees in the Greater Boston Region. Comcast shall have the right to add to, delete, or modify these benefits unilaterally and in its sole discretion without any obligation to bargain, provided that such changes are uniformly applied to unit and non-unit Comcast employees in the Greater Boston Region. The Union shall be notified in writing in advance of any such changes.

## **ARTICLE 17 401(K)**

Unit employees covered under the terms of this agreement shall be eligible to participate in the same 401(k) program as eligible non-unit frontline employees in the Greater Boston Region. Comcast shall have the right to add to, delete, or modify these benefits unilaterally and in its sole discretion without any obligation to bargain, provided that such changes are uniformly



applied to unit and non-unit Comcast employees in the Greater Boston Region. The Union shall be notified in writing in advance of any such changes.

#### **ARTICLE 18 DRUG AND ALCOHOL POLICY**

Unit employees covered under the terms of this agreement shall be covered under the same Drug and Alcohol Policy that applies to non-unit frontline employees in the Greater Boston Region. Comcast shall have the right to add to, delete, or modify this policy unilaterally and in its sole discretion without any obligation to bargain, provided that such changes are uniformly applied to unit and non-unit Comcast employees in the Greater Boston Region. The Union shall be notified in writing in advance of any such changes.

#### **ARTICLE 19 SHORT AND LONG TERM DISABILITY**

Unit employees covered under the terms of this agreement shall receive the same Short and Long-Term Disability benefits as eligible non-unit frontline employees in the Greater Boston Region. Comcast shall have the right to add to, delete, or modify these benefits unilaterally and in its sole discretion without any obligation to bargain, provided that such changes are uniformly applied to unit and non-unit Comcast employees in the Greater Boston Region. The Union shall be notified in writing in advance of any such changes.

#### **ARTICLE 20 STANDBY AND ON-CALL**

The nature and level of the high quality service that Comcast provides to its customers requires that its employees in certain job categories must be available to respond to out of service needs on an as needed basis. As a result, employees may be required to work Standby for emergency service or to be on call after their regularly scheduled shift.

When employees are assigned to Standby duty, they are required to be available by telephone at times after their regular work hours and during their designated on-call period. While on Standby, employees are free to engage in personal activities of their choice. However, they must be able to be contacted and be able to provide a quick and competent response if there is a service problem.

Business Leaders will determine those job classifications that are required to be available for Standby duty to meet customer out of service requirements. Each employee on Standby shall be On-Call for a specific area.

For each assignment on Standby duty of up to ten (10) hours duration, the employee is paid thirty (\$30) dollars. When the Standby period exceeds ten (10) hours, the employee is paid forty five (\$45) dollars a day. All holiday Standby treatment shall be at the rate of sixty (\$60) dollars.

Employees must be able to be contacted immediately and be able to provide a quick and competent response if they are called in to work.

The article on call-out pay will apply to employees who are on Standby duty and are called into work.

If the employee is on Standby on a Company holiday, they will receive pay for the holiday and Standby pay.

Employees are requested to report to work within a reasonable amount of time from the time they are called but not less than thirty (30) minutes.

An Employee on Standby duty may arrange for another qualified employee to substitute for him or her on a daily or weekly basis, provided they receive management approval.

The Standby rotation shall remain the same and shall be on a rotation by classification and location.

Management shall determine the area to be covered by the standby technicians and the number of technicians required to be on standby.

## **ARTICLE 21 NON-DISCRIMINATION**

It is the policy of the Employer and the Union not to discriminate against any employee because of any status protected by applicable law. Neither the Company nor the Union shall discriminate against any employee because of his or her membership in a Union or is or her activities with respect to the Union.

## **ARTICLE 22 SENIORITY**

### **Section 1: Seniority**

Seniority will be defined as the continuous regular full-time service with the Company and/or its subsidiaries, and/or predecessors. After serving the probationary period, a new hire shall be

placed on the seniority list and given seniority as of the first day he/she was hired by the company.

Section 2:

Seniority shall be utilized in all applicable sections of this agreement.

**ARTICLE 23  
LAYOFF AND RECALL**

Section 1: If a surplus is determined, the Company may reduce the workforce by laying off employees. The Company will provide the union at least twenty one (21) days prior notice of the names and classifications of the employees who have been or are to be laid off along with the date or dates of the layoff. Employees will be laid off by classification in reverse order of Bargaining Unit seniority. If the Company feels that a junior employee shall be retained because of skill and ability, the senior employee shall be given the opportunity to demonstrate the he or she has the skill and ability to perform the job in question. Before any layoff occurs, the Company shall notify the Union and meet within fourteen (14) days to discuss the skills and ability of the senior employee.

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

- A. Temporary employees will be laid off first within the Bargaining Unit.
- B. Then Probationary employees will be laid off within the Bargaining Unit.
- C. Then Part-Time employees will be laid off in order of inverse order of seniority with the most junior employee being laid off first within the Bargaining Unit.
- D. Then Full-Time employees will be laid off in order of inverse order of seniority with the most junior employee being laid off first within the appropriate classification.

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.

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 exist, if any. If there are insufficient volunteers, the least senior employee(s) shall either accept the transfer or be laid off. If an employee is transferred into a classification which is lower paid the employee shall receive appropriate classification rate of the job in to which they transfer. If an employee transfers in to 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 classification, and the higher paid classification in that reporting facility shall be posted. If, as a result of the layoff,

there is an excess of employees in a classification in one of the locations covered by this agreement; there will be a canvas of volunteers within the Bargaining Unit to move to the location which has a shortage in that classification.

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 are laid off, may refuse and retain their recall rights as defined by Section 7. The Company shall notify the Union by registered mail and or email, followed by a hard copy 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. 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) days. Failure of an employee to notify the Company promptly and or return to work within ten (10) days of the notice shall permit the Company to consider that such employee has forfeited all employment obligations to which they are 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 were entitled to prior to layoff (assuming such benefits have not been changed by agreement of 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 purposed. 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: New 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 (2) years or the life of the contract, whichever is greater or until forfeited as defined above 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 (exclude 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.

Total service with employer number of weeks' pay;

Less than one year 0

One year 1

Two years 2

Three years 3

Five years 4

Ten years 5

## **ARTICLE 24**

### **WORK LIMITATIONS- NON-BARGAINING UNIT PERSONNEL**

Supervisors, managers, engineers and/or other non-bargaining unit employees may perform work in the bargaining unit in cases of emergencies only when scheduled and standby bargaining unit employees are not available to do the required work. An "emergency" is an event such as a fire, explosion or other catastrophe, severe weather conditions, major cable and equipment failures or an act of God.

Management personnel may assist bargaining unit employees in the performance of their work in order to train the employee or to insure satisfactory customer service. Management shall assign available/scheduled bargaining unit employees on their team prior to performing any bargaining unit work.

Direct Sales Representatives not covered by this agreement that hired by Comcast to sell the Company's products are allowed to install basic video or self- install kits. They will not expand beyond the work they were performing as of the date of this agreement.

## **ARTICLE 25**

### **ON BOARD POSITIONING SYSTEM**

On Board Positioning Systems (OBPS) installed by Comcast in Comcast vehicles is a tool to assist employees in providing timely customer service and efficient use of Comcast Vehicles.

If the Company identifies through OBPS reports of a possible infraction, (vehicle speed, or idle time), the supervisor will discuss the possible infraction with the involved employee and, if the infraction is confirmed, the supervisor will offer coaching to correct the identified behavior.

If the Company identifies a subsequent infraction, (vehicle speed or idle time), through OBPS, the Company and the Union will meet with employee to discuss the infraction and Company performance expectations.

If any future infractions such as vehicle speed or idle time are identified through OBPS, disciplinary action may be taken. The Union has the right to challenge any disciplinary action in the grievance procedure.

If the Company identifies through OBPS reports of location issues, the Company may discipline without following the previous steps as stated above. Prior to any discipline, the Union will be furnished with the OBPS reports used in investigating a possible infraction and give reasonable amount of time to discuss with the employee. The Union has the right to challenge any disciplinary action in the grievance procedure.

For the purpose of review of an employee's daily performance of idle time or speeding, the look back period will be limited to the weekly report. The weekly report will be considered one (1) occasion of a possible infraction. For location issues, the look back period will be limited to ninety (90) calendar days of the possible infraction.

This article is limited to idle time, speeding and location issues. Any other use of OBPS for infraction issues must be bargained before implementation.

## **ARTICLE 26 VACANCIES AND PROMOTIONS**

When a bargaining unit position becomes open, interested employees will be considered on the basis of their skill and ability to perform the work required. Where skill and ability to perform the work required are relatively equal, seniority in the bargaining unit shall prevail. The Company's judgment on the question of skill and ability to perform the work is not arbitrable, unless the Union feels that the Company's judgement is arbitrary or in bad faith. All openings for bargaining unit positions will be posted on the Company's intranet site and employees may apply for the positions through the portal. The Company shall notify the candidate of chosen in writing of his/her acceptance.

Prior to filling a vacant position from outside the bargaining unit, employees shall be notified electronically of the position shifts, days off and qualifications. The qualified employee with the most seniority shall have the opportunity to move to the new shift and days off.

## **ARTICLE 27 PROBATIONARY PERIOD**

New Employees shall be considered as probationary employees for the first one hundred eighty (180) calendar days of their employment. During such probationary period, such employees shall have the right to invoke the grievance procedure, however during such a probationary period, the Company may terminate such employees, as the Company deems advisable without recourse to the arbitration procedure. Upon satisfactory completion of the probationary period, the employee's seniority shall be considered to commence on the date of the first day of employment.

**ARTICLE 28  
WORKERS COMPENSATION**

It is agreed that employees covered by this agreement, if absent from work due to a job related injury or illness, shall be covered under Worker's Compensation Law and will receive the benefits in accordance with the current state law.

**ARTICLE 29  
ADOPTION ASSISTANCE**

Employees under this agreement shall be eligible for the same Adoption Assistance Program as non-represented employees at Comcast.

**ARTICLE 30  
EDUCATION ASSISTANCE PROGRAM**

Employees under this agreement shall be eligible for the same Educational Assistance Program as non-represented employees at Comcast.

**ARTICLE 31  
EMPLOYEE STOCK PURCHASE PROGRAM**

Employees under this agreement shall be eligible to participate in the same Employee Stock Purchase Program as non-represented employees at Comcast.

**ARTICLE 32  
COURTESY SERVICES**

The Company will grant Courtesy Service to all Bargained for employees covered by this Agreement as stated in Comcast's Courtesy Service Policy. This Policy shall remain in effect, unchanged, for the life of this agreement.

**ARTICLE 33  
BEREAVEMENT LEAVE**

Section 1: An employee shall be granted time off with pay for excused absence because of death in the immediate family, normally not to exceed three (3) working days. The "immediate" family shall be considered to mean husband, wife, domestic partner, child of domestic partner, son, daughter, step son, step daughter, mother, father, step father, step mother, brother, sister, step brother, step sister, mother-in-law, father-in-law, grandparent, grandchild, step grandparent and step grandchild or any legal guardian or ward.

Section 2: An employee may request to use traditional paid time off or remaining PTO hours if: 1. The employee is not classified as a regular full time or regular part-time employee; 2. Additional time beyond the bereavement leave is needed; or 3. The employee needs to attend the services for an individual not considered to be a member of the employees' "immediate" family as defined above.

Section 3: The employee assistance program is available to help employees dealing with the loss of a family member or friend.

#### **ARTICLE 34 UNIFORM & SAFETY WORK BOOT**

Employees shall receive a voucher up to \$200.00 every twenty four months for the purchase of work boots. Work boots must meet Comcast safety standards as stated in the Comcast Safety Manual. If the work boots are damaged or worn prior to the twenty four (24) month time frame then the employee will show the damaged or worn boots to his or her supervisor and the Company may provide a voucher for up to \$200.00 for a new pair of boots.

Employees covered under this agreement shall be required to wear only uniforms which have been designated by the Company. The Employer shall provide employees with a sufficient number of uniforms to be worn during all working hours. Such uniforms shall be replaced on an as needed basis and shall be at no cost to the employee. The Employer shall determine the uniform to be worn by employees. Examples of uniforms which shall be issued to employees are hats, safety gloves, insulated coveralls, long and short sleeve cotton Polo's, short sleeve Dry Fit Polo's pants (jeans), crewneck sweatshirts, high visibility fire retardant Bomber jackets and rain gear.

Employees shall not wear any button, pin advertisements, insignias or logos except those provided by the Employer, but may wear IBEW pins no large than two (2) inches in diameter. If the employee is a Union Steward, they may also wear a "union steward" pin.

#### **ARTICLE 35 TRAVEL EXPENSE**



In the event an employee is required to travel and remain overnight for a job assignment the employer shall pay for lodging, meals and other job related expenses in accordance with Comcast's Travel and Expense Policy. In the event an employee is required to use his/her personal vehicle in connection with Company business, the employee shall be reimbursed consistent with the Internal Revenue Service (IRS) standard mileage rate allowance.

### **ARTICLE 36 COURT SERVICE**

Employees should notify their supervisors as soon as possible after receiving notice to report for jury duty. Employees are eligible for Jury Duty Leave if they receive an official notice to serve on a jury.

Any employee covered by this Agreement who is summoned for and required to perform jury duty shall be compensated by the Employer at his or her basic hourly rate for each day of jury duty service for a period not in excess of eight (8) hours per day and normally not to exceed two (2) weeks per year. If an employee is required to serve longer than two (2) weeks then Company will discuss with the Union and Steward and come to a mutually agreeable solution.

### **ARTICLE 37 VACATIONS, HOLIDAYS AND TIME OFF**

Section 1: VACATIONS – Every regular full time employee who has accumulated continuous service hereinafter specified shall be entitled to vacation with pay for the respective number of days here after indicated at his basic hourly rate, exclusive of overtime and premiums:

If an employee terminates or resigns, he/she will be eligible for the vacation days actually earned. Used but unearned vacation will be deducted from the final paycheck. The amount of vacation allowance accrued shall be determined on the employee's anniversary date of hire. Employees may take their accrued vacation at any time during the year subsequent to their anniversary in accordance with the following schedule:

0-4 years earns 8 hours per month to 80 hours max  
5-9 years earns 12 hours per month to 120 hours max  
10+ years earns 16 hours per month to 160 hours max

Vacation shall not accrue during leaves of absence of thirty (30) days or more in a calendar year except as otherwise required by law.

- Section 2: If an employee begins a leave of absence on or prior to the 15<sup>th</sup> of a given month, he/she will not accrue vacation time for that month. If, however the employee begins leave after the 15<sup>th</sup> of the month, vacation will be accrued. Likewise, if an employee returns from a leave on or prior to the 15<sup>th</sup> of the month, he/she will accrue vacation. Employees can continue to accrue vacation until December of a particular year of their maximum accrual as described above, whichever is earlier.
- Section 3: Vacation time may be used in week increments, day increments or four (4) hour increments.
- Section 4: The calendar year for vacation coverage is January 1 thru December 31.
- Section 5: All vacation picks will be by seniority. Vacations will be picked prior to January 1. Once vacation weeks, days, or hours are picked prior to January 1, all vacation time will be distributed by first come-first serve basis. Once vacations are granted, Comcast will not cancel, modify or alter. No employee will work on a vacation day or week. Employees shall not be prevented from selecting their full allotment during the designated time periods.
- Section 6: The Employer and employee may agree on a change in the vacation period of such employee after the vacation schedule has been posted, provided it does not affect the vacation period of any other employees on the vacation schedule. If the employee changes departments, the Company shall honor any and all vacation picks that the employee has made prior to the department change.
- Section 7: Holidays and Floating Holidays - Employees shall get the following Holidays off with pay:
- New Year's Day
  - Martin Luther-King Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Thanksgiving Day
  - Christmas Day
- Section 8: If an employee works on a Holiday the employee shall be paid at the rate of time and one half (1 ½) plus the straight time holiday pay.
- Section 9: Each employee shall receive three (3) Floating Holidays after the completing six (6) months of continuous employment from the date of hire. Floating Holidays will be selected no later than two (2) weeks in advance.

- Section 10: Floating Holidays may be used in day increments or in four (4) hour increments.
- Section 11: In order to be eligible for holiday pay, the employee must work the full scheduled shift on the day preceding or the day succeeding the holiday. The holiday will count as hours worked for the purpose of computing overtime hours.
- Section 12: If one of the above holidays (excepting a floating holiday) falls on a Saturday, it will be celebrated and compensated accordingly on the preceding Friday, except those who work Tuesday through Saturday and in that case, Saturday shall be observed as their holiday and they shall be excused from work with pay. If an employee is scheduled to work Tuesday through Saturday and one of the above holidays falls on a Sunday or Monday, it will be celebrated and compensated accordingly on the following Tuesday. In the case of an employee scheduled to work Sunday through Thursday, and Friday or Saturday is a holiday, it will be celebrated and compensated on the preceding Thursday. If one of the above holiday falls on a Sunday, it will be celebrated and compensated accordingly on the following Monday, except those on the Sunday through Thursday and in that case, Sunday shall be observed as their holiday and they shall be excused from work with pay. For those employees that work the four-day work week, and a holiday falls on a day off, the holiday shall be celebrated and compensated on the next scheduled day and the employee shall be excused from work.
- Section 13: If any of the above holidays (excepting a floating holiday) falls during an employee's vacation period, he shall be given an extra days' vacation or a full shifts pay at his or her basic hourly rate at the discretion of the employee.
- Section 14: FLEX TIME – Each employee shall get eight (8) Flex days per Flex calendar year. The Flex calendar year shall be the date of hire for the particular employee. Flex days are to be used at the employee discretion for illness or emergencies or when scheduled with supervisory approval. Flex Time may be taken in hourly increments. If at the end of the employees Flex calendar, the employee has Flex Time remaining, the Company will buy back the time, up to \$1,000 (less applicable withholdings/deductions).
- Section 15: Flex days shall be scheduled and locked in per section 3 and 4.

#### **ARTICLE 38**

#### **SHIFT DIFFERENTIAL**

A shift differential of \$1.50 shall be paid for all hours worked on a regularly scheduled shift that begins between the hours of 7:00pm to 7:00am.

If the company increases shift differential for non-represented employees in similar classifications in the Greater Boston Region, that increase shall apply to employees covered by this agreement.

#### **ARTICLE 39 VOTING TIME**

Section 1: Employees who are registered voters will be granted up to two (2) hours' time off to vote statewide, local and federal public elections. The Company shall not pay for the time necessary to vote. The employee shall be required to notify the Company at least twenty-four (24) hours of this absence prior to the day of the election.

#### **ARTICLE 40 COMPANY EQUIPMENT**

The Company may issue employees equipment. Employees shall be responsible for the safe guard, proper care and handling of equipment. Normal wear and tear is expected. The Company shall provide equipment to the employee at no cost to the employee.

#### **ARTICLE 41 RECUPERATION TIME**

In instances when an on call employee believes he/she has not had adequate rest prior to his/her shift; he/she should contact his/her supervisor who will approve paid time off for the time required for rest.

#### **ARTICLE 42 MILITARY LEAVE**

Section 1: Comcast will grant a Military Leave of absence to employees who are members of the United States Army, Navy, Air Force, Marine Corps, Coast Guard and their respective Reserves, Reserves of Public Health Service or State Service, or any other category of persons designated by the President in the time of war or emergency for military service, training or related obligations in accordance with applicable federal or state law.

Section 2: Upon receipt of orders of military service, an employee should notify his/her supervisor as soon as possible. Notice may be verbal or written. The employee should submit a copy of the military orders to his/her supervisor prior to beginning Military Leave or upon return to Comcast, if at all possible.

Section 3: Comcast will provide supplemental Military Leave pay for Regular Full-Time and Regular Part-Time employees who are performing active military service for a maximum period of up to one year during an employee's entire period of employment. If eligible employee does not otherwise utilize other paid time off, Comcast will supplement reserve duty pay for 10 workdays in calendar year (unless this provision differs under applicable law) or if Comcast consents to grant additional paid leave. Supplemental pay will consist of the difference between the employee's military base pay and what the employee would have earned if working their normal working schedules for Comcast (not to exceed 40 hours per week). Supplemental pay excluded overtime and may not last for the duration of the active duty. If the employee's active duty exceeds the length of supplemental pay, the employee, at his or her sole option, may utilize other paid leave time to which the employee is entitled, such as Traditional Time Off benefits. To receive supplemental pay, eligible employees must present to their HR representatives documentation verifying their military status and a check stub indicating the amount of military pay received.

Section 4: All benefits and employment rights for which an employee may be eligible while on Military Leave will be administered by Comcast in accordance with applicable and state law.

#### **ARTICLE 43 LEAVES OF ABSENCE**

Employees who have completed one hundred eighty (180) calendar days of continuous service with the Employer may be granted an unpaid leave of absence not to exceed one hundred eight (180) calendar days in the sole and exclusive discretion of the Employer. During such leave, the employee shall not forfeit any accrued seniority provided he/she reports to work at the expiration of such leave and has not engaged in any regular full or part-time work for any other employer unless approved in writing in advance, by the Employer. An employee on such leave shall not be entitled to any benefits under this agreement.

During the first thirty (30) days of a Personal Leave of Absence, an employee may continue his health, dental, term life insurance, AD&D and long-term disability insurance by paying the standard monthly employee contribution for such Comcast benefits. Thereafter, such benefits may be continued by the employee through COBRA (Consolidated Omnibus Reconciliation Act) benefits.

**ARTICLE 44**  
**TEMPORARY, ALTERNATE DUTY**

Employees covered by this Agreement who when returning from an illness or injury are unable to perform the essential functions of his/her position shall be reasonably accommodated in accordance with the following:

When an employee is ready to return to work he/she shall contact employee service center and notify them of their ability to return. If there are any restrictions that limit the employee's ability to perform the essential functions of their job, the employee shall provide the appropriate medical documentation supporting the employee's restrictions and the duration of the restrictions.

After evaluating the restrictions placed on the employee's ability to perform his/her job by his/her health care provider, the employee shall be placed in temporary alternate duty assignment for no more than ninety (90) days if the assignment fits within the employee's restrictions. These alternate duty assignments are not intended to create additional positions.

The employees base rate of pay shall not be affected while on a temporary alternate duty assignment.

This provision shall not affect an employee's rights under the Family and Medical Leave Act.

**ARTICLE 45**  
**LOSS OF STATUS AS AN EMPLOYEE**

An employee's status will be terminated for any of the following reasons:

1. If an employee quits, is discharged for cause or retires
2. If an employee is absent from work without notifying the Company for three days or more, unless, the employee presents evidence satisfactory to the Company that it was a physical impossibility to do so
3. If an employee, after having been laid off, fails to report to work on the date specified in a recall notice
4. If an employee overstates a designated leave of absence or if an employee gives a false reason for procuring a leave of absence or engages in employment with another organization during such leave of absence.

**ARTICLE 46**  
**UNION REPRESENTATIVE VISITATION**

Authorized representatives of the Union shall be required to give notice to the Company prior to 5:00 p.m. of the previous business day (Monday through Friday) in order to be permitted access to the premises of the Company covered by this agreement at reasonable times during regular business hours for the purpose of investigating employee grievances, attending grievance meetings with management, and conferring generally with management officials pertaining to the terms and conditions of this agreement. The Union representative's visit shall be at a mutually acceptable time.

**ARTICLE 47**  
**SUCCESSORSHIP**

In the event that 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 bargaining unit employees, the Employer shall provide this agreement to the prospective buyer or transferee. The Employer will give thirty (30) days advanced notice of closing if practical, and shall upon request by the union, meet and negotiate in good faith with the Union regarding the effect of such a sale, lease or transfer on bargaining unit employees if required by the National Labor Relations Act. The above provision will fall under all aspects of the National Labor Relations Act.

**ARTICLE 48**  
**SAVINGS CLAUSE**

In the event that any Federal or State Law conflicts with any provision of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties. It is understood by all parties to the Agreement that all remaining portions of the Agreement except the provision or provisions so affected shall remain in full force and effect. In the event that a provision of this Agreement is rendered inoperative, the parties shall meet within fourteen (14) calendar days or at such further time as may be mutually agreed upon, to negotiate the terms of a successor provision, provided that such negotiation shall be confined solely to the subject matter contained in the provision that has been rendered inoperative.

**ARTICLE 49**  
**PICKET LINES**

In no case shall an employee be penalized for refusing to cross a lawful picket line established by other Unions at locations other than Company's premises where the health, safety or

property of the employee may be at risk. In such case, the employee must contact his/her supervisor for direction and alternative work assignment.

#### **ARTICLE 50 NO STRIKE/NO LOCKOUT**

During the term of this agreement, the Union, its officers, representatives, stewards, agents or members, nor any other employees, shall not engage in, instigate, lead, authorize, cause, assist, encourage, ratify or condone any strike, work stoppage or stay-in at any of the company's operations or facilities. The Union, its officers, representatives, stewards, agents or members, nor any other employees, shall not interfere with or interrupt of work of the Company, its contractors or agents, or condone any interference with the maintenance, construction or repairs of the cable system.

The Union shall have no financial liability for acts of its members which are unauthorized and which the Union cannot control. In the event of any such unauthorized work stoppage or strike the Union shall post 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.

During the life of this Agreement there shall not be any lockouts by the Company.

#### **ARTICLE 51 CONTRACTS**

The Company and the Union agree on a final version of the Collective Bargaining Agreement that can be submitted to be printed within forty-five (45) days of ratification agreement. The Company shall pay fifty-five (55) % of the cost and the union shall pay forty-five (45) % of the cost, which will be provided by a Union printer. The Company will provide the Union copies of the Collective Bargaining Agreement for distribution to their membership as well as an electronic version of the Collective Bargaining Agreement.

#### **ARTICLE 52 HEALTH AND SAFETY**

The Company and the Union both agree to maintain, support and promote working conditions and work practices which protect the health and safety of all individuals affected by the Company operations.

The Company and the Union accept as their goal compliance with all federal, state, and local health and safety regulations.



An employee who has reasonable belief that he or she is facing dangerous working conditions shall immediately notify his or her supervisor, suspend work on such condition and proceed with other work pending an onsite investigation by the supervisor.

Every employee shall have the responsibility to immediately report to his or her supervisor any condition or situation that could jeopardize the health and safety of any individual affected by the Company operations.

An employee who becomes ill or meets with an accident during the work day, he/she should immediately contact his/her supervisor to arrange for transportation to their home or to a healthcare facility if appropriate. Transportation will be at no cost to the employee.

### **ARTICLE 53 SAFETY MEETINGS**

Each year the Company shall hold a minimum of thirty seven (37) safety meetings at each garage location for all technicians. Safety related topics shall be addressed at every group meeting as well.

### **ARTICLE 54 FIRST AID**

The Company shall keep first aid kits available at the Employer's headquarters and on all company vehicles. The Employer will replace all used equipment in all first aid kits, and eye wash kits will be provided.

### **ARTICLE 55 INCLEMENT WEATHER**

When an employee covered by this Agreement believes he or she is unsafe as a result of extreme weather, such as snow or ice storms or extremely hot temperatures, he or she will notify their supervisor.

The Company will furnish protective equipment, such as heating equipment or heated/air conditioned motor vehicles so that employees can get out of the weather for periods necessary to avoid continuous exposure.

**ARTICLE 56**  
**SECURITY OF EQUIPMENT AND PERSONAL BELONGINGS**

The company shall provide secured lock boxes or Company provided locks in or on each Company Vehicle to secure company issued devices such as (iPhone/iPad/laptops), meters and the employee's personal belongings. It is the responsibility of the employee to notify his/her supervisor if the lock box is in need of repair. An employee shall not be held responsible for equipment that is stolen, if they have taken all necessary precautions to properly secure the equipment.

**ARTICLE 57**  
**HOUSE KEEPING**

Technicians are required to maintain their trucks in a clean and orderly manner. If a technician requires extra time to ensure compliance, he or she will contact his or her supervisor to schedule sufficient time.

**ARTICLE 58**  
**PERSONAL VEHICLE PARKING**

Employees who do not have home garage shall be provided on-site parking which is well lit, safe and secure for their personal vehicle at their reporting location. Employees shall have access to their vehicles on a 24 hour basis. At no time shall the company force employees to park off site.

**ARTICLE 59**  
**PARKING METER AND/OR VIOLATIONS**

When it is necessary to park in a metered spot in order to safely perform a job or job function, the Company will provide payment for the parking meter. If an employee pays for the meter, as proof of expense, employees will be required to take a dated photo of the meter utilized.

**ARTICLE 60**  
**VEHICLE MAINTENANCE AND INSPECTIONS**

Technicians are responsible to follow the maintenance schedule for their assigned vehicle and to alert their supervisors when a maintenance item is due. The technician shall be responsible to perform the circle of safety check prior to the start of every shift and to report any issue they observe to their supervisor.

**ARTICLE 61**  
**SCOPE OF BARGAINING/COMPLETE AGREEMENT:**

- A. The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had and exercised the unlimited right and opportunity to make demands and proposals with respect to any and all lawful and proper subjects of collective bargaining. This Agreement fully and completely incorporates all such understandings and agreements between the parties and supersedes any prior agreements, understandings and past practices, oral or written, express or implied. Accordingly, this Agreement alone shall govern the entire relationship between the parties and shall be the sole source of any and all rights that may be asserted in arbitration hereunder or otherwise.
- B. By reason of the foregoing, the Employer and the Union, for the duration of this Agreement, voluntarily and unqualifiedly waive any and all rights to negotiate, discuss or bargain collectively with respect to any and all matters referred to or covered by this Agreement or with respect to any such matter not specifically provided for herein, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

**ARTICLE 62**  
**TERM OF AGREEMENT:**

This agreement will become effective on January 2, 2021. It will expire at midnight on January 2, 2023.

**HEALTH BENEFITS:**

Unit employees covered under the terms of this agreement shall be eligible for the same Medical, Dental, Vision, Accidental Death & Dismemberment and Life Insurance benefits as eligible non-unit frontline employees in the Greater Boston Region. Comcast shall have the right to add to, delete, or modify these benefits unilaterally and in its sole discretion without any obligation to bargain, provided that such changes are uniformly applied to unit and non-unit Comcast employees in the Greater Boston Region. The Union shall be notified in writing in advance of any such changes.

**401(K):**

Unit employees covered under the terms of this agreement shall be eligible to participate in the same 401(k) program as eligible non-unit frontline employees in the Greater Boston Region. Comcast shall have the right to add to, delete, or modify these benefits unilaterally and in its sole discretion without any obligation to bargain, provided that such changes are uniformly applied to unit and non-unit Comcast employees in the Greater Boston Region. The Union shall be notified in writing in advance of any such changes.

**DRUG AND ALCOHOL POLICY:**

Unit employees covered under the terms of this agreement shall be covered under the same Drug and Alcohol Policy that applies to non-unit frontline employees in the Greater Boston Region. Comcast shall have the right to add to, delete, or modify this policy unilaterally and in its sole discretion without any obligation to bargain, provided that such changes are uniformly applied to unit and non-unit Comcast employees in the Greater Boston Region. The Union shall be notified in writing in advance of any such changes.

**SHORT AND LONG TERM DISABILITY:**

Unit employees covered under the terms of this agreement shall receive the same Short and Long-Term Disability benefits as eligible non-unit frontline employees in the Greater Boston Region. Comcast shall have the right to add to, delete, or modify these benefits unilaterally and in its sole discretion without any obligation to bargain, provided that such changes are uniformly applied to unit and non-unit Comcast employees in the Greater Boston Region. The Union shall be notified in writing in advance of any such changes.

**DISCIPLINE AND DISCHARGE**

Non-probationary employees covered under this Agreement may be discipline or discharged for just cause. Discipline may consist of oral and/or written warnings, suspensions without pay, and discharge. While the Company will provide counseling or progressive discipline where appropriate, it is understood that certain offenses shall be cause for immediate suspensions or discharge without warning. For purposes of this Article, examples of causes for discipline include, but are not limited to: violations of law, violations of company procedure, insubordination, failure to meet quality standards for workmanship, productivity, customer



Company Initials



Union Initials

service and interactions, participation in any activity prohibited by the "No Strike/No Lockout" provision(s) of this Agreement, and any type of dishonesty.

The Union retains its rights under Grievance and Arbitration procedures of this Agreement if it believes issued discipline is unjustified.

## **ECONOMICS:**

### **JOB CLASSIFICATIONS**

- A. Service Tech 1 shall be the new classification for employees hired after the ratification of this agreement. All employees classified as Service Tech 1 shall be required to install and service all Comcast products. Service Tech 1 employees with more than twenty-four (24) months of service may apply for a Service Tech 2 or Plant Tech position, if a vacancy exists.
- B. Employees classified as CommTech 2, 3, 4 and 5 prior to the ratification of this agreement shall be classified as a Service Tech 2. Employees classified as a Service Tech 2 shall be required to install and service all Comcast products.
- C. Employees classified as NCT4 and NCT 5 prior to the ratification of this agreement shall be classified as a Plant Tech.
- D. Employees cannot move between classifications unless there is a posted and open position, as determined by management.
- E. The Company will provide preference to bargaining unit employees for promotion and advancement to bargaining unit positions. When a bargaining unit position becomes open, interested employees will be considered on the basis of their skill and ability to perform the work required. Where skill and ability to perform the work required are relatively equal, seniority shall prevail. The Company's judgment on the question of skill and ability to perform the work shall not be arbitrable.
- F. In the event of a promotion to a higher level job, the promoted employee shall receive the entry level wage rate of such new higher level job, or a 5% increase to the employee's hourly wage rate immediately prior to the promotion, whichever is greater.

  
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Company Initials

  
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Union Initials

## WAGES:

- A. Employees hired or promoted after the ratification of this agreement shall be paid as follows:

**Service Tech 1**

0-12 months	\$15.00
12 months +	\$16.00
24 months+	\$17.00

**Service Tech 2**      \$21.37

**Plant Tech**      \$23.05

- B. Employees hired prior to the ratification of this agreement shall be "grandfathered" in at their hourly rate of pay immediately prior to ratification.
- C. Effective after ratification of this agreement, annual increases for Service Tech 2 and Plant Tech employees shall be as follows:

Effective January 2, 2021 employees covered by this agreement that have been in their current position for at least one year shall receive a 2% increase to their base hourly rate of pay. This increase will be waived if the Agreement is ratified on or within one-hundred eighty (180) days after March 1<sup>st</sup>. All other provisions of this Agreement will remain unaltered.

Effective January 2, 2022 employees covered by this agreement that have been in their current position for at least one year shall receive a 2% increase to their base hourly rate of pay.

Employees who are at or above the maximum rate of pay shall receive any general annual wage increases to which they are entitled based on conditions described above as a lump sum, less applicable deductions and withholdings.

- D. The maximum rate of pay for each classification covered under this agreement shall be the same as the maximum rates for similar classifications in the Greater Boston Region.
- E. On an annual basis, Comcast will generate and provide to the Union a list of maximum rates in effect for unit classifications.
- F. During the term of this Agreement, the Company may unilaterally and in its sole discretion increase the maximum rate of pay for any job classification at any time. The Union will be provided notice in advance of any such changes.

  
Company Initials

  
Union Initials

**FRONT LINE BONUS:**

Unit employees covered under the terms of this agreement will be eligible to continue participating in the "Front Line Bonus" program on the same terms and conditions that applied prior to ratification, but such eligibility shall end on December 31, 2020.

**SCOPE OF BARGAINING/COMPLETE AGREEMENT:**

- A. The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had and exercised the unlimited right and opportunity to make demands and proposals with respect to any and all lawful and proper subjects of collective bargaining. This Agreement fully and completely incorporates all such understandings and agreements between the parties and supersedes any prior agreements, understandings and past practices, oral or written, express or implied. Accordingly, this Agreement alone shall govern the entire relationship between the parties and shall be the sole source of any and all rights that may be asserted in arbitration hereunder or otherwise.
- B. By reason of the foregoing, except by explicit written, mutual consent, the Employer and the Union, for the duration of this Agreement, voluntarily and unqualifiedly waive any and all rights to negotiate, discuss or bargain collectively with respect to any and all matters referred to or covered by this Agreement.

**TERM OF AGREEMENT:**

This agreement will become effective on January 2, 2021. It will expire at midnight on January 2, 2023.



Company Initials



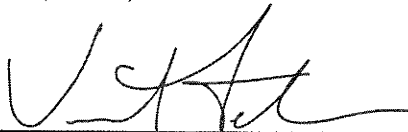
Union Initials

**LETTER OF AGREEMENT  
BETWEEN IBEW 2322 and COMCAST**

Hours of Work and "Winter Hours"

During negotiations, the Union expressed an interest in the modified start and end times that went into effect for the rest of the Greater Boston Region in Spring 2019.

The parties have a tentative agreement on Hours of Work granting the Company discretion to set schedules, hours and start times. Once a final agreement is reached, the Company is willing to change hours for the Fairhaven bargaining unit to match the above referenced start and end times that applied to the rest of the Region as of Spring 2019. Consistent with the Hours of Work language, however, the Company will retain its discretion in Fairhaven to set schedules, hours, start and end times



For the Company

1/22/2021


Date



For the Union

1/22/2021

Date

  
Company Initials

  
Union Initials

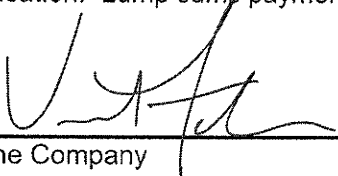


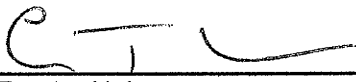
**RATIFICATION BONUS:**

Each employee covered by this Agreement hired prior to its ratification and on payroll as of the one year anniversary of the ratification date shall receive a onetime **\$3,500** dollar lump sum ratification bonus, less any applicable deductions and withholdings, to be paid no later than thirty (30) days after the aforementioned anniversary date.

**ONE TIME WAGE ADJUSTMENT:**

If this Agreement is ratified on or before February 6, 2021, employees in the bargaining unit will receive the adjustments to their hourly wage rate and/or lump sums indicated on Schedule A attached to this Memoranda of Agreement. These adjustments will be effective as of the date of ratification. Lump sums payments will be paid no later than thirty (30) days after ratification.

  
\_\_\_\_\_  
For the Company  
1/22/2021  
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Date

  
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For the Union  
1/22/2021  
\_\_\_\_\_  
Date

  
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