

AGREEMENT

By and Between

Comcast of New Jersey, LLC

And

IBEW Local Union No. 827

January 14, 2015 -January 13, 2018

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ARTICLE 1

PREAMBLE

This Agreement made January 14, 2015, by and between Comcast of New Jersey LLC, party of the first part, hereinafter referred to as the "Company" or "Employer", and International Brotherhood of Electrical Workers, AFL-CIO, LOCAL 827, party of the second part, hereinafter referred to as the "Union".

WITNESSETH:

WHEREAS, it is the desire, intent and purpose of the parties hereto that this Agreement shall promote and improve their industrial and economic relations and make them harmonious and profitable; and

It is also the intent of the parties that this Agreement shall make provisions for the rates of pay, wages, hours, working conditions and the adjustment of grievances so that at all times there shall be an orderly and expeditious consideration and settlement thereof, all of which shall constitute the conditions under which the employees in the bargaining unit shall work for the Company during the term of this Agreement.

Now, therefore, in consideration of the premises, covenants, undertakings, terms and conditions herein contained, it is hereby mutually agreed by and between the parties hereto as follows:

ARTICLE 2

DURATION OF AGREEMENT

The provisions of this Agreement shall become effective on **January 14, 2015 and shall continue in full force and effect until January 13, 2018**, both dates inclusive. Unless one party hereto gives notice to the other party in writing sixty (60) days prior to **January 13, 2018** this Agreement shall continue in full force and effect for an additional year, and henceforth from year to year until either party gives the other party sixty (60) days written notice prior to any anniversary of the original expiration date.

ARTICLE 3

RECOGNITION

Section 1. The Company, with offices located in Bayville, Manahawkin, and Toms River, New Jersey, recognizes the Union as the sole and exclusive collective bargaining representative for all of its installers, repairmen, construction and maintenance employees, but excluding all office employees, professional employees, studio personnel, watchmen, guards and Supervisors as defined in the Act.

Section 2. The Company further agrees that it will not, during the entire term of this Agreement, recognize, bargain collectively with, or enter into contractual relations, either written or oral, with any other labor organization, agency, committee, individual employee or group of employees with respect to the bargaining unit covered by this Agreement.

Section 3. The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent for the above employees and realizes that in order to provide maximum opportunities for continuing employment, good working conditions and good wages, the Company must be in a strong competitive position. The Union, therefore, agrees that it will support the Company's efforts to insure a full day's work on the part of its members, and to prevent accidents and strengthen good will between the Company, the employees, the customer and the public.

ARTICLE 4

PLANT MANAGEMENT

Section 1. It is recognized that there are certain functions, responsibilities and management rights exclusively reserved to the Company, among which are the direction and operation of the Company, the determination of the number and location of its plants, the number and size of departments, the services to be offered, the types of work to be performed, the schedules of product and service, shift schedules and hours of work, the work assignments of employees, the operation of a job evaluation system, the methods, processes and means of accomplishing the Company's mission, the machinery, tools and equipment to be used, and the making and enforcing of reasonable rules and regulations. None of the rules and regulations so formulated, or as changed from time to time, shall be inconsistent with this Agreement and will be posted on a bulletin board.

Section 2. The Company shall have the exclusive right to hire its employees from any direct source it desires. The promotion, demotion, transfer, discharge, or discipline for cause and layoffs are the sole function of the Company. The rights enumerated in this Article are exclusive to the Company, except as may herein otherwise be provided or limited by any applicable provision of this Agreement.

ARTICLE 5

UNION SECURITY

Section 1. All present employees who are members of the Local Union on the effective date of this Agreement shall remain members of the Local Union as a condition of employment. All present employees who are not members of the Local Union and all employees hired hereafter shall become and remain members of the Local Union as a condition of employment on and after the 31st day following the effective date or the date of execution of this Agreement or the commencement of their employment, whichever is later.

Section 2. Membership is defined as the payment of periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership in the Union.

Section 3. Within seven (7) days after receipt of written notice and proof of Union notification to employee from the Union that any employee covered by this Agreement has failed pursuant to the terms of this Article to tender payment of periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership in the Union, the Employer shall discontinue its employment of such employee.

Section 4. The Company shall notify the Union promptly of the name of any bargaining unit employee discharged.

ARTICLE 6

CHECK-OFF

Section 1. The Employer, after receipt of written authorization from each individual employee, shall deduct the dues from each Union employee's paycheck due him on the first pay day of each month and shall transmit them to the Treasurer of the Union. Any member who does not receive a paycheck on the first pay day of the month, shall have his dues deducted from the first paycheck he received in the month. Dues not already deducted for the current month must be deducted from the last paycheck of a Union member when he leaves the employ of the Company or is discharged.

Section 2. In making the deductions and transmittals as above specified, the Employer shall rely upon the most recent communication from the Union as to the rate of monthly dues and the proper amount of initiation fee.

Section 3. The written authorization referred to in this Article, a copy of which is attached as Appendix "G", shall be irrevocable for the period of one (1) year or until the termination date or the applicable collective bargaining agreement between the Union and the Company, whichever is the shorter period.

Section 4. The Union agrees that it will indemnify and save harmless the Company against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the Company at the request of the Union under this Article.

ARTICLE 7

UNION VISITATION AND SHOP STEWARD

Section 1. The President or a qualified representative of the Union shall be allowed to visit the Company's plant for the purpose of ascertaining whether or not this Agreement is being observed by the parties hereto, or for assisting in the adjustment of grievances. This right shall be exercised reasonably. Such visit shall be done with minimum interference with production and other work and functions in or upon the Company's premises.

Section 2. The representative of the Union in such case shall notify the Employer upon his arrival at the plant and upon his leaving the plant.

Section 3. No employee shall act as a Shop Steward until his name has been certified to the Company by the Union in writing.

Section 4. It is contemplated that only in exceptional circumstances would it be necessary for the Shop Steward to leave his work site in the field in order to investigate or process a grievance. Before so doing, he must first notify his supervisor. He shall also notify his supervisor upon returning to his duties. The Shop Steward shall receive no compensation from the Company while so engaged.

Section 5. A suitable bulletin board shall be provided by the Company at each reporting location for the exclusive use of the Union.

Section 6. The Company agrees that it will not transfer or assign any Union delegate or alternate delegate (even though the delegate or alternate delegate is agreeable thereto) which affects his existing status as a

duly certified delegate or alternate of the Union without first discussing the matter with the Union.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 1. Any dispute involving the meaning, interpretation or application of any provision of this Agreement shall be a grievance and shall be settled and determined according to the following procedure which must be followed:

STEP 1 - In the first instance an employee must discuss the issue giving rise to the grievance directly with his immediate supervisor/HR Representative with or without the presence of his Shop Steward within ten (10) working days of the occurrence of the condition giving rise to the grievance, and the grievance shall be answered by the supervisor within ten (10) working days. If a satisfactory settlement is not reached within this period, the matter may then be submitted under Step 2.

STEP 2 - The employee or the Shop Steward must reduce the grievance to writing and submit it to the Manager within ten (10) working days after the decision in Step 1. There shall be a meeting between the Manager, the Shop Steward, and a Union Representative at a mutually agreed upon time and date to discuss the grievance. The Manager shall give his answer in writing within five (5) working days after the date the grievance was first presented to him. If a satisfactory settlement is not reached within this period, the matter may then be referred to a representative of the Union and a representative of the Employer within ten (10) working days.

STEP 3 - A meeting will be held between a representative of the Union and a representative of the Employer within five (5) working days after the matter has been referred to them, unless otherwise mutually agreed upon. A decision thereon shall be rendered within five (5) working days after the holding of such meeting.

Section 2. Any grievance not presented under the Grievance Procedure described herein by the employee within fifteen (15) working days of the occurrence of the condition giving rise to the grievance shall not thereafter be considered a grievance under this Agreement unless reason satisfactory to the Company is given in explanation of the failure to present the grievance within such time. No payment shall be retroactive prior to the date of a grievance unless by mutual agreement.

Section 3. Should any appeal from the disposition of a grievance by a representative of the Company not be taken by the Union or the employee within the time limits set forth in Section 1 of this Article, then the grievance shall be considered settled and any further action under the Grievance Procedure shall be forever barred. Any disposition of a grievance accepted by the Union, or from which no appeal has been taken by the Union or the employee, shall be final and conclusive and binding upon the employee, the Company and the Union.

Section 4. The Company shall have the right to present grievances in the Third Step in the first instance.

Section 5. Should there be any dispute between the Company and the Union concerning the existence of just cause for a discharge, such dispute shall be handled as a grievance, but such grievance shall be commenced in the Second Step of the Grievance Procedure as outlined herein.

ARTICLE 9

ARBITRATION

Section 1. It is the intent of the parties to this Agreement that the Arbitration Procedure herein shall serve as a means for the peaceable settlement of any and all disputes or grievances not settled under Article 8 that may arise between them, except that matters reserved to management by Article 4 shall not be the subject of arbitration. If a request for arbitration is made by either party, the rules and procedures of the American Arbitration Association Service shall govern except as otherwise provided herein.

Section 2. If a grievance is not satisfactorily settled under Article 8, Section 1, Step 3, it may be submitted to arbitration by either party provided notice in writing of the intent to do so is given to the other party within thirty (30) working days of the decision under Article 8, Section 1, Step 3.

Section 3. After giving notice of intent to arbitrate as provided in Section 2 above, the moving party must within thirty (30) working days thereafter submit its request to the American Arbitration Association for a panel of arbitrators. The selection of an arbitrator will be made pursuant to 29 C.F.R. 1404.12 (July 1, 1978). Failure to comply with the provision of this Article shall make the decision of the Company final and conclusive on said grievance unless the time limits herein provided for are extended by mutual agreement.

Section 4. The decision of the arbitrator will be final and binding upon the Company, the Union and all employees. Each grievance will be arbitrated separately except those of a similar nature, pursuant to mutual agreement.

Section 5. The arbitrator shall render his decision in writing on the grievance and solely on the meaning and interpretation of the particular provision of the contract which gave rise to the dispute.

Section 6. There shall be no power to add to, subtract from or modify this Agreement.

Section 7. The parties affected shall be afforded a full opportunity to present any evidence, written or oral, which may be pertinent to the matter in dispute. All fees and expenses of the arbitration shall be borne equally by both parties.

Section 8. No strikes, lockouts, labor holidays, walkouts or slowdowns shall take place pending a decision by arbitration.

ARTICLE 10

NO STRIKE - NO LOCKOUT

Section 1. During the life of this Agreement there shall be no strike, sympathy strike, slowdown, sit-down, boycott, picketing, work stoppage or any other type of interference of any kind, coercive or otherwise, with the Company's business by the Union, any of its officers or representatives, or employees, and further that the Union will do everything in its power to prevent its members, officers, representatives and the Company's employees, either individually or collectively, from participating in any unauthorized strike, work stoppage, slowdown, or other activity aforementioned, including but not limited to disavowing such action and ordering all such officers, representatives, employees or members who participate in such unauthorized activity to cease and desist from same immediately and to return to work along with such other steps as may be necessary under the circumstances, to bring about compliance with its order. In cases of unauthorized activity described herein, the employer may impose disciplinary

measures or discharge the employees directly or indirectly involved. In consideration of the foregoing , the Employer agrees not to lockout or cause to be locked out any employee covered under the provisions of this Agreement.

Section 2. In the event of an alleged violation of Article 10, Section 1, No Strike - No Lockout, either the Union or the Company may invoke the expedited arbitration procedure provided in this section for the resolution of same, as distinguished from the ordinary grievance arbitration procedure. Any such allegation shall be asserted by notice in writing by registered mail, to the other party. A copy of such notice shall be sent simultaneously to the person designated as the permanent arbitrator or such persons designed as arbitrator as hereinafter set forth. The arbitrator shall hold an arbitration hearing as expeditiously as possible, but in no event later than twenty-four (24) hours after receipt of said notice. The decision of the arbitrator shall issue forthwith and in no event later than three (3) hours after the conclusion of the hearing, unless the grieving party agrees to waive this time limitation with respect to all or part of the relief requested.

No continuance of the hearing shall be allowed without consent of the party filing the claim. Absence from or non-participation in the hearing by any party shall not prevent the issuance of an award. The sole issue of the said hearing shall be whether the no-strike, no-lockout provision has been violated. The arbitrator may close the hearing in his sole discretion when he decides he has heard sufficient evidence to satisfy issuance of an award.

In the event the arbitrator finds that the activities of either employees, the Union or the Company or any or all of them are in violation of the no-strike, no-lockout provision of this Agreement or threatened violations thereof, he shall as a part of his decision specifically order that all normal operations be resumed at once and that any offender cease and desist from any then current, continued or prospective violations of the no-strike, no-lockout provision of this Agreement.

The arbitrator appointed by the parties for the purpose of this expedited arbitration procedure is _____, and said arbitration proceedings pursuant hereto, shall be held at the Company's facility in Toms River, New Jersey, or such other place as designated by the arbitrator. In the event of the death, disability or unavailability of the arbitrator designated herein within the time limits prescribed by this provision, the parties must select another arbitrator within twenty-four (24) hours and failing in such mutual designation, the American Arbitration Association may be requested, by either party, to designate an arbitrator, which designation must be made within twenty-four (24) hours of the request. All costs for the services of the arbitrator designated herein or for any other person selected pursuant to the aforementioned procedure shall be borne by the parties jointly.

ARTICLE 11

EQUAL OPPORTUNITY

Section 1. The Company and the Union agree to continue their policy of not unlawfully discriminating against any employee or applicant for employment because of race, creed, color, national origin, age or sex.

ARTICLE 12

SAFETY AND HEALTH

Section 1. The Company and the Union recognize the predominant importance of accident prevention,

occupational health, and the elimination of hazards to health and safety. The Company and the Union agree to act in concert to promote safe work habits and methods, identify and correct hazards, and promote safety consciousness in all employees. The Employer may establish and enforce reasonable safety rules. Employees must comply with safety and health regulations for which they have notice.

Section 2. Any employee who was injured at the plant shall be provided with medical attention and shall be permitted to visit the doctor on Company time if medical attention is required. An employee who was injured as result of a compensable accident and is sent to the Company doctor during working hours, shall be paid his basic hourly rate for the balance of his shift for that day if he cannot return to work.

Section 3. There shall be a Joint Safety Committee consisting of the Employer and two members representing the Union. The Union Steward is appointed as a permanent member of the committee in accordance to the term of his elected office. The Union Steward, on a rotating basis, every six (6) months, shall appoint from the work force the second Union committee member. The alternate Union Steward should not be participating on the committee as the second member if in the same title. The members of the Joint Safety Committee shall review all safety complaints and accidents.

Section 4. Employees will be subject to the provision of the drug and alcohol policy listed in the Appendix "A" of this document. Within 30 days of the ratification of the agreement, the Company will provide local union leadership with an opportunity to meet with and to tour the facility and assure them that the process will be followed as provided in the contract. Shop stewards will also be made aware of what information is passed on to supervisors.

ARTICLE 13

SAFETY GEAR, INCLEMENT WEATHER CLOTHING AND TOOLS

Section 1. All test equipment, safety gear (including gloves) and inclement weather clothing (except footwear) shall be supplied by the Company, except the Company may assess a fair charge to an employee to cover losses resulting from failure to exercise reasonable care and willful destruction.

Section 2. The Company will purchase "pull over" type inclement weather boots for employees interested in such.

Section 3. The Company will purchase additional pole testers so that employees in need of such equipment will have it available.

Section 4. The Company will supply to each employee a set of hand tools and a pouch. Two copies of a list of the tools supplied shall be signed by the employee and a representative of the Company, one of which shall be filed in the employee's personnel file and the other will be given to the employee. It will be the responsibility of the employee to provide a replacement if the tool is lost or misplaced, but the Company will provide a replacement for tools broken or worn out in normal use.

Section 5. The Company will provide each employee up to (1) pair of boots per 12 months that the employee obtains from one of the designated Company vendors (Tony's or Work n' Gear, or other stores designated by the Company) and which meets appropriate ANSI standards, up to a value of \$150.00 through a Company voucher.

ARTICLE 14

PROBATIONARY PERIOD

Section 1. A new employee shall be on probation for the first one hundred eighty (180) days of his employment. If an employee is absent for any reason for two consecutive days or more during the probation/trial period, the probation/trial period may be extended by the number of days absent. If, after a fair trial, the Employer feels such probationary employee is not qualified for the position to be filled, the Employer may, during such probationary period, terminate the employment of such employee without any advance notice. The discharge of a probationary employee shall not be arbitrable, but the Union shall have the opportunity to discuss the discharge with the Company.

Section 2. An employee retained in the employ of the Company for more than one hundred eighty (180) days (or more as extended according to Section 1 immediately above) shall be considered employed on a permanent basis, shall be given regular status, and his name be placed on a seniority list beginning with the first day of his employment. All permanent employees shall receive seniority credit for all purposes and for all time that they have actually been in the employ of the Employer (including his predecessor or predecessors).

ARTICLE 15

SENIORITY

Section 1. Newly hired employees shall be considered probationary and shall have no seniority rights until they have completed their probationary period of employment. At the end of said probationary period, they shall be considered regular employees and plant seniority shall be calculated as of the date of hiring. If more than one (1) employee is hired on the same date, The employee whose first letter of their last name comes earliest in the alphabet shall be most senior. In the event the first letter of the employees' last name is the same, an additional letter shall be utilized in the same manner as necessary.

Section 2. During his term of office, the Shop Steward shall have top seniority for purposes of layoff only, provided he has the necessary and demonstrated skill to perform immediately whatever work may be available.

Section 3. An employee shall lose seniority for the following reasons:

- A. Discharge for just cause;
- B. Voluntarily quitting;
- C. Failure to return to work after a layoff within forty-eight (48) hours after receipt of a telegram or letter, Registered or Certified Mail, to his last known address notifying him to report to work. It shall be the responsibility of each individual employee to notify the Employer of his current address or any change of address. The Employer reserves the right to waive the provisions of this subparagraph (c) with respect to any employee.
- D. Absence for more than twelve (12) months on medical leave. See Article 24, Section 4.

Section 4. The Company shall submit a current seniority list to the Union and maintain same on an

annual basis, setting forth plant-wide seniority.

ARTICLE 16

PROMOTIONS

Section 1. The Company agrees to give preference for promotion and advancement to present employees. 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 is not arbitrable, provided, however, that the Company's judgment shall not be exercised arbitrarily or in bad faith. A contention of arbitrary or bad faith action by the Company is subject to the provisions of Articles 8 and 9.

Section 2. The Employer agrees to post a notice of such vacancy on a bulletin board for a period of ten (10) working days and a copy of the notice will be furnished to the Union Shop Steward. Anyone interested, in order to be eligible, must complete and submit a company bid slip to his/her immediate supervisor, a copy to be furnished to the Union Shop Steward. Any employee not working due to an allowed absence hereunder shall not be foreclosed from bidding, provided he notifies the Company individually or through his Shop Steward of his bid for the job within the aforesaid ten (10) working day period.

Section 3. The successful bidder and the Union shall be notified in writing of his acceptance by the Employer. If there are no successful bidders, the Employer may transfer or hire to fill such job.

Section 4. Any regular employee so selected to fill such job shall be granted a trial period not to exceed thirty (30) days. If an employee is absent for any reason for two consecutive days or more during the probation/trial period, the probation/trial period may be extended by the number of days absent. If he does not qualify during this period, he shall be returned to his former job and classification.

Section 5. If, during the trial period, the Company fills the position vacated by temporarily assigning an employee from a lower rated classification, such assigned employee shall retain his existing classification but shall be paid the rate established for the vacated position. If the successful bidder does not qualify pursuant to Section 4 and is returned to his former job and classification, the employee temporarily assigned to fill that vacancy shall resume work at the lower wage rate he previously enjoyed before his temporary assignment.

ARTICLE 17

LAYOFF

Section 1. When it becomes necessary to reduce the working force, the last employee on the seniority list shall be laid off first, provided the remaining employees have the requisite skill and ability to immediately perform the work required without any training.

Section 2. When the work force is again increased, the laid off employee shall be returned to work in the reverse order of seniority in which he was laid off, provided the employee has the requisite skill and ability to immediately perform the work required without any training. The principle to be followed is that the last employee laid off in the order of seniority shall be the first employee rehired, provided he has at the time of recall the skill and ability to perform the work required without any training. Seniority shall

accumulate during layoff subject to recall.

Section 3. The Company agrees that it will not engage any new employees in the plant if any regular employees are on layoff. This provision shall apply only if the employees on layoff have the requisite skill and ability to perform the required work without any training.

Section 4. If during the term of this Agreement an employee with one or more years of service is permanently laid off by the Company for lack of work, he is entitled to receive forty (40) hours pay at his/her regular straight time hourly rate for each of the employee's full years of continuous service, up to a maximum of thirty (30) full years of continuous service. This benefit is subject to the following definition and conditions. Permanent layoff for lack of work means that at the time of layoff the employee is capable of performing the work, but there is no work available within the Company and, due to foreseeable business conditions, there is no expectation of recall within the next thirty (30) calendar days. This benefit is not payable in the following situations: a discharge, a quit, retirement, leave of absence, military service, a strike, a probationary employee, a temporary or part-time employee, a temporary layoff, sale of the business or a part thereof, bankruptcy, temporary or permanent shut down of operations or part thereof, relocation of operations or part thereof, lack of work due to an act of God (e.g., fire, storm, etc.). An eligible employee accepting payment of this benefit forfeits right of recall and terminates his employment. The eligible employee is required to sign a general release of all claims against the Company and the Union. Such general release shall be agreeable to the Company and the Union. The Company may replace him notwithstanding Section 3 above. Conduct prohibited by Article 10 constitutes a break in continuous service.

ARTICLE 18

RECALL

Section 1. Seniority shall accumulate during layoff while subject to recall.

Section 2. Employees with less than one (1) year of seniority shall be eligible for recall for as many continuous full months worked prior to layoff.

Section 3. Employees with one (1) or more years of seniority at the time of layoff shall have recall rights for one (1) year.

Section 4. Employees shall be recalled in inverse order of layoff, provided they possess the necessary skill and ability to perform the job.

Section 5. An employee having a continuous service status, who, after having been laid off, has been recalled to work and the job available to him on such recall is a lower paid job than that held by him when he was laid off, may refuse such a job without otherwise affecting his position on the continuous seniority list.

ARTICLE 19

HOURS OF WORK AND OVERTIME

Section 1. For payroll purposes, the workweek shall begin at 12:01 A.M. on Sunday of each week and end at midnight on Saturday.

Section 2. Forty (40) hours of work each week, consisting of five (5) eight (8) hour days shall constitute the normal workweek. Eight (8) hours of work each day shall constitute the normal work shift. This shall not be construed:

- a) As a guarantee of any minimum number of hours or days of employment, or
- b) As a limitation of the number of hours of work which the Employer may require.

The normal workweek is Monday through Friday. The Company reserves the right to change this schedule upon notice to the Union. This description of the normal work week does not affect premium pay or overtime and is not a cost item.

The Company has the option of changing the starting time of shifts provided at least one (1) week's notice in writing is given to the employees and the Union.

Section 3. An unpaid lunch period one (1) hour will be granted to all employees during their normal working shift. Such lunch period shall normally be granted beginning at the third and end at the sixth hour of employment during a shift. Employees shall also receive two (2) paid breaks during their normal shift, not to exceed fifteen (15) minutes each, one to be taken in the morning and the second in the afternoon, not to be taken in conjunction with the lunch hour.

Section 4. All hours worked in excess of eight (8) hours in any work day or forty (40) hours in any work week, whichever is greater but not both, shall be paid for at the rate of one and one-half (1-1/2) times the employee's regular hourly rate. It is understood that the Company has the right to require that employees work a reasonable amount of overtime in the work week.

Section 5. For purposes of calculating hours worked in excess of forty (40) hours in any workweek, a holiday for which the employee is paid pursuant to Article 21 shall be considered eight (8) hours worked. Likewise, a day on approved flex leave, for which the employee is paid pursuant to Article 24 shall count as eight (8) hours worked. Likewise, an approved individual day of vacation, for which the employee is paid pursuant to Article 22, shall count as eight (8) hours worked. A scheduled workday for which the employee is not paid because of absence from work shall count as eight (8) hours worked provided the absence was excused.

Section 6. Hours worked on the Company's towers at a point fifty (50) feet or more above the ground shall be paid for at the rate of one and one-half (1-1/2) times the employee's regular hourly rate. If the last "hour" worked in the assignment is less than a full hour worked, that fraction will be counted as a full hour. There will be no pyramiding of overtime payments under the provisions of this Section.

Section 7. An employee who is held over at the conclusion of his regular work day and works an extended day need not report at the usual start time the next day if there is less than eight (8) hours between the time he finished work and the usual start time. In that situation, he will report to work eight (8) hours after he finishes the work of the extended day, and he will be paid from the usual start time. By way of example, an employee, whose normal work day is 8:00 am to 5:00 pm, is held over at 5:00 pm on Tuesday and works until 2:00 am Wednesday; or the employee goes home at 5:00 pm and is called in at 6:00 pm or later and works until 2:00 am Wednesday. He would then report at 10:00 am Wednesday and be paid from 8:00 am that day at his straight time hourly rate.

Section 8. When employees are temporarily assigned to a Company facility other than their regularly assigned location, the time spent traveling to this Company facility in excess of their normal commuting time shall be considered as time worked. Also, employees who are required to use personally owned

vehicles when reporting to the temporary location shall receive a mileage allowance equal to the IRS allowable reimbursement rate. Payments under this section shall be made for assignments up to ninety (90) calendar days duration.

Section 9. Employees covered by this Agreement shall be paid a shift differential paid at 10% of the employees' hourly rate for all hours worked in shifts beginning from 2PM to 9:59 PM and 15% for all hours worked in shifts beginning from 10 PM to 5:59 AM.

Section 10. Employees in the Installation & Repair Technician classification shall inform their supervisor of their availability to work overtime by end of shift each Tuesday for Friday, Saturday, Sunday and Monday. They will be informed by their supervisor of the assignment by mid-day Thursday. The Company shall utilize as many Installation & Repair Technician as practical before using contractors, taking into account the workload.

ARTICLE 20

WORK BY NON-BARGAINING UNIT EMPLOYEES

Section 1. Supervisors and others outside the bargaining unit shall not be assigned or permitted to perform bargaining unit work, except for emergencies when employees covered by the Agreement are unavailable to perform the work, for instructional purposes, or in the performance of experimental work. The use of a non-bargaining unit fiber truck operated by a maximum crew of two (2) non-bargaining unit employees shall be exempt from the aforesaid emergency language. The phrases "non-bargaining unit employee" and "employees outside the bargaining unit" includes employees of the employer, the employer's parent, and all affiliated and sister entities of the employer. In catastrophic situations, by mutual consent with the business agent of the Union or his designee, the provisions of section 1 may be waived for that situation.

Section 2. The employer reserves the right to subcontract any work provided that the subcontracting is not taken for the purpose of causing the layoff of bargaining unit personnel.

ARTICLE 21

HOLIDAYS

Section 1. The following days shall be considered as holidays under this Agreement*:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- Four Personal Days

*The day after Thanksgiving has been removed from the holiday list. The company will allow recognize valid requests for alternatives for time off such as vacation or personal days, allowing employees time off on that day as the schedule will allow.

Section 2. Where no work is performed on any holiday, employees shall be paid a full shift's pay at the

employee's basic hourly rate. Work performed on any holiday shall be compensated for at one and one-half (1-1/2) times the employee's basic hourly rate for all hours worked in addition to a full shift's pay for the holiday.

Section 3. In order to be eligible for holiday pay, the employee must work the full scheduled shift on the day preceding and on the day succeeding the holiday, at least one of which must fall in the week in which the holiday occurs. Notwithstanding the foregoing, an employee will be eligible for holiday pay even if the employee has not worked the full scheduled shift on the day preceding or the day succeeding a holiday if the day preceding or the day succeeding a holiday was a previously scheduled flex day, personal day, or vacation day. The holiday will count as hours worked for purposes of computing overtime hours under Article 19 if the employee is eligible for holiday pay.

Section 4. If one of the above holidays (excepting a personal day) falls on a Saturday, it will be celebrated and compensated accordingly on the preceding Friday, except for those who work Tuesday through Saturday and in that case, Saturday shall be observed as their holiday and they shall be excused from work. If an employee is scheduled to work Tuesday through Saturday and one of the above holidays falls on a Sunday or a 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.

Section 5. If any of the above holidays (excepting a personal day) falls during an employee's vacation period, he shall be given an extra day's vacation or a full shift's pay at his basic hourly rate at the discretion of management.

Section 6. If one of the above holidays (excepting a personal day) occurs during the time and employee is on approved sick leave for which benefits are payable, such day will be treated as a paid holiday and will not be charged against sick leave.

Section 7. To be eligible for pay for a personal day, the employee must give the Company a Minimum of one- week notice of his/her choice.

Section 8. No employee shall take a personal day prior to the completion of at least six (6) months continuous employment from the date of hire.

ARTICLE 22

VACATIONS

Section 1. 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 hereafter indicated at his basic hourly rate, exclusive of overtime and premiums:

0 – 4 years earns 1.0 day per month to 10 days max
5 – 9 years earns 1.5 day per month to 15 days max
10+ years earns 2.0 day per Month to 20 days max

Section 2. The vacation year begins on January 1st and ends on December 31st of each year. Regular full time employees will begin to earn Vacation days at the rate of 1 day per month after 6 Months of employment. Vacation cannot be carried over from year to year.

Section 3. Vacation selection by the employees taking vacation in the first quarter (calendar year) shall be completed by November 1 and approved by the Company by December 1. Vacation selection by the employees taking vacation in the last three (3) quarters of the calendar year shall be completed by March 1 and approved by the Company by April 1 of the year being scheduled. Vacations shall be scheduled and taken during the calendar year and will not be restricted to a particular season of the year. Seniority shall be used in determining selection of vacation time. If an employee desires a vacation prior to the approved vacation schedule, the request shall be referred to the Company for adjustment. To change an approved vacation schedule, the employee shall submit to the Company two (2) week's notice.

Changes in vacation schedules will not affect any other employees on the vacation schedule.

Section 4. Vacation may not be allowed to accumulate from year to year. However, if an employee has been unable to take his earned vacation (or a part thereof) in the required calendar year because of either of the reasons listed below, such vacation may be rescheduled in the following calendar year, or at the Company's option, the employee may be paid an equivalent amount in wages. Reasons for carry-over:

- a) Because the work needs of the Company prevented the employee from taking such portion as is being carried over;
- b) Because the employee was hospitalized and unable to take such portion as is being carried over.

Section 5. Notwithstanding the requirements of Section 3 above, vacation time may be selected on a day-at-a-time basis at the Company's discretion, provided the employee gives **one** (1) weeks' notice to the Company.

Section 6. If an employee gives the Company two weeks written notice, an Employee shall be paid their vacation pay on the payday preceding their vacation.

Section 7. In the case of an employee's death, wages associated with any unused portion of an employee's earned vacation shall be paid to the employee's beneficiary or to his estate.

ARTICLE 23

INSURANCE

Employees covered by this agreement shall be covered under the same group medical, dental, long term disability, short-term disability and life insurance plans under the terms and conditions the employer provides to non-exempt (hourly) nonunion employees.

As such plans may be amended from time to time; the union shall be notified in writing of any changes with respect to this coverage.

The Employer has no liability for the failure or refusal of any insurance carrier or independent plan administrator to honor an employees' claim or refusal of any insurance carrier or independent plan administrator to honor any employees' claim or to pay any benefits. No action by an insurance carrier or independent plan administrator shall be deemed action by the Employer, nor may it constitute a breach of this agreement by the Employer. The Employer shall not be responsible for paying any benefits under this Article. No dispute arising or related to this Article shall be subject to the grievance procedure or arbitration procedures set forth under other articles of this agreement, except that the Employer shall be responsible for paying its portion of the premium contribution specified with respect to coverage under the applicable plan.

During the terms of this agreement, Employer shall have the option of changing insurance carriers or plan administrators. If at any time during the term of this agreement or any renewal or extension thereof, there should be enacted any federal or state law or regulation requiring the employer to secure, provide or pay additional insurance benefits or coverage of the type generally being provided to the employees, it is understood and agreed that the employer may adjust benefits in compliance with such law or regulation, provided that such unilateral adjustment shall not change the cost burdens agreed to in this agreement, nor shall such adjustment result in a net reduction of benefits, considering both the Employers plan and the benefits required by law.

In the event of the passage of such a federal or state law or regulation where the employer is unable to make the necessary adjustments as described above, the parties agree to meet and negotiate in good faith to secure the net comparable benefits and cost burdens contemplated by this agreement. This paragraph does not apply to plan changes for reasons other than those due to legislative changes.

ARTICLE 24

FLEX PAY

Section 1. Employees will be granted four (4) paid FLEX days (8 hours pay at their hourly base rate) after 6 months of service. Each employee will be granted 8 FLEX DAYS beginning each January 1st of the Agreement. FLEX days not utilized by December 31st of each year will not be carried over. FLEX days not used in any calendar year will be reimbursed to each employee to a maximum of one thousand dollars (\$1,000) less appropriate deductions.

Section 2. The parties recognize that being present and on time for work is an important benefit, and abuse is a serious matter. Flex days may be used at the employees discretion for illness or emergencies or when scheduled with supervisory approval. Employees who are late for work or who exhaust their Flex Day entitlement or who take unscheduled Flex Days before or after a Holiday will be charged a personal holiday (if available) or a vacation day (if available) and will be subject to progressive disciplinary action according to the schedule listed in the appendix of this document.

Section 3. Medical leaves of absence will be granted according to the Family Medical Leave Act of 1993, as well as applicable New Jersey law.

Section 4. An employee who is totally disabled and absent due to illness or accident may apply for a medical leave of absence up to a maximum period of one (1) year. Such leave will be granted based on medical reports provided by the employee's physician. The employer reserves the right to require the employee to submit to a medical examination by a physician chosen by the employer, at the employer's cost. Upon receiving a written release to return to work from his/her physician, the employee who returns to work within one (1) year from the date the total disability began shall be reemployed without loss of seniority or benefits. An individual who seeks to return to work after the one (1) year medical leave of absence expires, can apply and the employer, at its discretion, may reemploy that individual.

ARTICLE 25

BEREAVEMENT

Section 1. During the term of this Agreement and subject to the following conditions, an employee who experiences a death in his immediate family as hereafter defined shall be entitled to receive eight (8) hours pay at his/her basic hourly rate for time lost from work to prepare for and attend the funeral commencing with the day of the death to the day of the burial normally up to a maximum of three (3) days provided such days are normal working days as hereafter defined. Any additional consideration is the sole discretion of the general manager or his designee and is not subject to the grievance or arbitration process unless exercised in bad faith.

Section 2. The immediate family is defined as the employee's mother, father, sister, brother, wife, husband, domestic partner, daughter, son, grandchildren, grandparents, parents-in-law, daughter/son-in-law, stepchildren, brother-in-law and sister-in-law, employee's / spouse's legal guardian or ward. The foregoing definition embraces only current relationships.

Section 3. A normal working day is defined as any workday where the employee concerned is actually scheduled to work, and would normally have worked on such day except of the death in his or her immediate family. A normal working days does not include a day where the employee is absent from work because of illness, holiday, vacation, layoff, etc.

Section 4. If more than one death in the immediate family should occur on the same day, the same bereavement leave as set forth above shall be applicable unless such leave is extended by the Employer.

Section 5. An employee may take time off without loss of pay to attend the funeral or viewing of a co-worker if reasonable arrangements cannot be made to do this during off-duty hours.

Section 6. As a condition of payment for time lost, the employee may be required to produce proof of relationship, death and attendance.

ARTICLE 26

WAGES

Section 1. Wages shall be paid at the basic hourly rate as set forth in the Appendix B annexed hereto and made part hereof. When an employee receives a progression increase in his pay rate pursuant to the terms of Appendix B, the new rate will become effective in the pay period closest to the date when he becomes eligible for the increase.

Section 2. The Company reserves the right to hire from the outside and place that employee into any pay level specified in the Appendix B. Thereafter, that employee's wage progression in that title will be according to the steps specified, using such fictional seniority as first given.

Section 3. The time requirements specified in the Appendix B refer to continuous employment in that title, and not to employment seniority, except as provided in Section 2.

Section 4. The Company reserves the right to withhold a progression increment for sixty (60) days beyond its due date. The Company may also withhold a progression increment beyond sixty (60) days of its due date on the basis that the employee has not demonstrated sufficient qualification for advancement

to the next incremental level. However, in that case, the Union reserves the right to arbitrate such additional withholding beyond sixty (60) days.

Section 5. If the Company withholds an increment under Section 4 above, but subsequently grants it, the affected employee's next specified increment will be granted six (6) months from the date of the deferred grant unless the Company again exercises its right to withhold pursuant to Section 4, above.

Section 6. An employee (including an employee on standby) temporarily assigned to work in a higher paying title shall be paid at that higher rate, beginning with the fourth (4th) consecutive hour worked in that temporary assignment, at which time the first three (3) consecutive hours worked in that temporary assignment shall also be paid at the higher rate.

Section 7. If, during the terms of this Agreement, the Company establishes any new job classifications, the Company shall establish a wage rate for said new job consistent with the wage scale in effect for existing classifications. The Union shall be notified promptly of this action, and if it feels that such newly established wage rate is not consistent with the wage scale for existing classifications it may, within thirty (30) days from the date such newly established rate is effective, advise the Company of its desire to meet with it on this subject. If after discussion the parties are unable to agree on the rate, the Union may, within ten (10) days of their discussion and disagreement, grieve the wage rate and if necessary, request that the matter be submitted to binding arbitration under the provisions of Article 9. In rendering his decision, the arbitrator is limited to deciding whether the wage rate established for the new classification is consistent with the wage scale for existing classifications. Any variation in the rate arrived at through the arbitration procedure shall be retroactive to the date the job was filled.

ARTICLE 27

STANDBY NOTICE

Section 1. Standby pay shall be \$175.00 per week for the duration of this agreement.

Section 2. Any employee assigned to standby status shall, as an express condition of his right to receive such premium payments, be required to be available for work and to perform whatever work the Employer may request.

Section 3. When an employee on a standby schedule is called to work, he shall receive a minimum guarantee of two (2) hours pay for work performed but the employee shall not receive more than one two-hour guarantee in any workday beginning 12:01 am and ending midnight. The Company may assign an employee to work for the full amount of time actually paid.

ARTICLE 28

PAYMENT FOR ACCURED VACATION AND FLEX LEAVE

An employee who voluntarily quits after giving two (2) weeks' written notice or resignation or who is laid off because of a reduction in force shall be paid, at his basic hourly rate, for vacation time earned and accrued but not yet taken; and he shall be paid at his base hourly rate for sick leave earned and accrued but not yet taken. This provision does not apply (1) where the employee is discharged; (2) where the employee quits without giving the required notice; or (3) to a new hire who fails to complete satisfactorily the probationary period. This provision likewise does not apply to any other pay status such as standby,

holidays overtime or the like, nor does it affect in any way the Company's rights under Article 24, Section 3. Terminated employees who have taken vacation and/or flex/personal days in advance of earning it will have the pay for same deducted from their final paycheck.

ARTICLE 29

JURY DUTY

Section 1. Any regular full time 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 service minus the amount paid to him or her for serving as a juror for a period not in excess of eight (8) hours per day and normally not to exceed two (2) weeks per year.

Section 2. When an employee is scheduled for jury duty the employee's shift shall change to that of the courts.

Section 3. Failure to comply with the requirements set forth in this Article of the Agreement may result in forfeiture of jury duty pay. Moreover, failure to notify the Employer promptly upon being excused from jury duty shall be grounds for discipline.

ARTICLE 30

MILITARY SERVICE

Section 1. In the event any employee enters, or has entered the Armed Forces of the United States, or the United States Maritime Service, upon his or her honorable discharge from such service he or she shall be entitled to be re-employed by the Employer according to the requirements of existing State and Federal law. When any individual is so re-employed the period of service with the Armed Forces or the United States Service as specified in the Section shall be included in determining his or her seniority rights with the employer.

Section 2. The Employer and the Union shall recognize the rights of an employee who is a member of the National Guard or any State organized reserve or any service in the Armed Forces in case such employee is called to temporary duty with such organization. Time lost by such employee in the performance of his or her duty shall not constitute a penalty insofar as any of his or her seniority or other rights herein are concerned, and he or she shall not be deprived of any vacation time due him because of such time lost. The Employer shall reimburse the difference in pay for up to ten (10) ten days.

ARTICLE 31

SUCCESSORS

It is agreed that if the Employer sells, assigns, leases or otherwise transfers the control, operation or assets of its business or merges with or is acquired by, another person, company, corporation or firm, the employer will require such transferee to assume the obligations of this agreement by specific provision in the agreement or transfer.

ARTICLE 32

PART TIME AND TEMPORARY EMPLOYEES

Section 1. Temporary employees, i.e., those hired for a limited period of time or for work on a specific project, are not within the bargaining unit, and the terms of this Agreement are not applicable to them.

Section 2. Part time employees working less than twenty (20) hours a work week are not within the bargaining unit and the terms of this Agreement are not applicable to them. Part time employees working twenty (20) or more hours a work week are within the bargaining unit, but their enjoyment of benefits is limited as follows: Article 13, Section 2 (Tools); Article 21, Holidays (50% of the benefit), Article 22, Vacations (50% of the benefit).

ARTICLE 33

MISCELLANEOUS

Section 1. Employees covered by this agreement shall be entitled to participate in the employer's 401k plan under the same terms and conditions that the employer provides non-exempt, non-bargaining unit personnel; as such plans 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, exchange, or change plan administrators, funding sources, or other aspects of the plan. The only obligations by the Employer to the employees covered by this agreement is to maintain the same 401k plan as offered to other nonexempt, non-bargaining unit personnel, for the life of the agreement, to make the required contributions to the plan and to comply with the plan and Federal Law, and to comply with the provision of this section 1.

Section 2. Paychecks shall be issued bi-weekly.

Section 3. Regular employees who are scheduled to work 30 hours or more with six months of service may enroll in a Comcast career related associate, bachelor, masters, undergraduate/graduate degree program at any state accredited school. When an employee receives a grade of "C" or better in the required coursework, Comcast will reimburse the employee up to a maximum of \$5750.00 per calendar year for tuition only for courses that lead to an approved degree providing you are a full time employee of the company upon completion of the course. A degree approval form must be completed at least 30 days in advance of enrolling in the program and be approved for reimbursement. Proof of a pre-payment and a copy of an official transcript are required after the course is completed for payment to be made. Books, fees or supplies are not reimbursable. (See Appendix H)

Section 4. All employees required to drive an Employer vehicle shall have a valid driver's license. Any such employee whose license is suspended for seven (7) months or less for other than driving while impaired or under the influence during working hours shall be given consideration for other available work or to be extended an opportunity for an unpaid leave of absence. No leave of absence shall exceed seven (7) months. The employee shall be subject to progressive discipline. Any such employee, whose license is suspended or revoked for more than seven (7) months, or whose license is suspended due to driving while impaired, or under the influence during work hours, shall be terminated. Failure to advise the Employer of license suspension or revocation shall be cause for termination.

Section 5. Employees covered by this Agreement shall be entitled to participate in the Comcast Post-Retirement Healthcare Stipend program, Adoption Assistance Program, Courtesy Cable and High Speed

Internet Retirement benefits 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.

ARTICLE 34

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 laws.

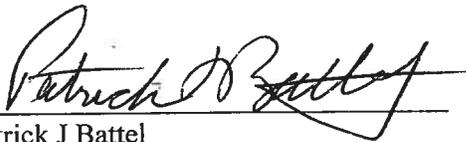
ARTICLE 35

TERMS OF AGREEMENT

The relationship of the parties is fully and exclusively set forth by this Agreement, which contains all the benefits employees are entitled to, notwithstanding the established past practices in existence prior to this contract.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be duly executed on TBD.

For the Employer:



Patrick J Battel
Vice President of Labor Relations

For the Union:



Robert Speer
President Local 827, IBEW



APPENDIX A

DRUG AND ALCOHOL POLICY

1. INTENT

Comcast is dedicated to providing a safe and drug free workplace. Our employees are our most valuable resource and it is our goal to provide a healthy, satisfying working environment which promotes personal opportunities for growth. In meeting these goals, it is our intent to:

- A. Assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner;
- B. Create a workplace environment free from the adverse effects of drug abuse and alcohol misuse;
- C. Prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances;
- D. Encourage employees to seek professional assistance any time personal problems, including alcohol or drug dependency, adversely affect their ability to perform their assigned duties; and
- E. Achieve the above objectives consistent with the need to protect and preserve the privacy and dignity to all employees.

2. PURPOSE OF EMPLOYEE DRUG AND ALCOHOL TESTING

This document provides a uniform procedure concerning the testing of employees or applicants for employment to detect individuals having drugs or alcohol in their system. The purpose of such testing is to provide employees, and the general public, work and service environments that are free from the effects of drug and alcohol abuse. Comcast is committed to providing a work place for its employees that is free of the effects of substance abuse.

Comcast expects employees to report for work in condition to perform their duties. On-the-job involvement with drugs and/or alcohol is a violation of Comcast policy and Federal law.

Comcast also recognizes that employee off-the-job involvement with drugs and alcohol can have an impact on the work place and its ability to accomplish the goal of a safe, effective, drug and alcohol-free work environment.

3. APPLICABILITY

These policies apply to all employees, including paid part-time employees, temporary employees, volunteers, contract employees and contractors when they are on Comcast property.

These policies also apply to off-site lunch periods or breaks when an employee is scheduled to return to work. Visitors, vendors, and contractor employees are governed by these policies while on Comcast premises and will not be permitted to conduct Comcast business if found to be in violation of these policies.

4. PROHIBITED SUBSTANCES

“Prohibited substances” addressed by these policies include the following:

Illegally Used Controlled Substances or Drugs

Any illegal drug or substance identified in Schedules I through V Section 202 of the Controlled Substance Act (21 USC 812), as further defined by 21 CFR 1300.11 through 1300.15. This includes, but is not limited to: marijuana, amphetamines, opiates, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes the use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs.

Alcohol

The use of beverages containing alcohol or substances including any medication, mouthwash, food, candy, or any other substance such that alcohol is present in the body while performing Comcast business is prohibited. The concentration of alcohol is expressed in terms of grams of alcohol per 210 liters of breath as measured by an evidential breath-testing device.

5. PROHIBITED BEHAVIOR

1. Reporting for duty or remain on duty while having an alcohol concentration of 0.04 or greater.
2. Possessing alcohol while on duty or operating a motor vehicle or other motorized equipment.
3. Using alcohol while performing any job function.
4. Using alcohol following an accident before undergoing a post-accident alcohol test.
5. Using, manufacturing, distributing, dispensing or possessing controlled substances on the job.
6. Refusal to submit immediately to a chemical or alcohol test (reasonable suspicion, post-accident) when requested.

All employees are required to notify Comcast of any criminal drug statute conviction for a violation occurring in the workplace within seven (7) days after such conviction. Failure to comply with this provision shall result in disciplinary action, up to and including termination. Comcast is dedicated to assuring fair and equitable application of the Drug and Alcohol Testing procedures. Therefore, supervisor and managers are directed to use and apply all aspects of this procedure in an unbiased and impartial manner. Any supervisor or manager who knowingly disregards the requirements of this procedure, or who is found to deliberately misuse the procedure in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

6. DEFINITIONS

A. "Accident (Non-Vehicular)" means where an employee sustains an on-the-job injury that results in casting, suturing or overnight hospitalization or, the injury was the result of an employee's negligence.

B. "Accident (Vehicular)" means an occurrence associated with the operation of a motor vehicle or other motorized equipment, if, as a result:

- i. A death occurs; or
- ii. An individual suffers bodily injury that requires medical treatment away from the scene of the accident; or
- iii. One or more of the vehicles involved incurs disabling damages as a result of the occurrence and is transported away from the scene by a tow truck or vehicle; or
- iv. The employee receives a citation under state or local law for a moving traffic violation; or
- v. The employee driver's negligence contributed to the accident.

C. "Alcohol" means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol including methyl or isopropyl alcohol.

D. "Alcohol test" means a test conducted by a Certified Breath Alcohol Technician, using an Evidential Breath Testing Device to measure the amount of alcohol concentration in a volume of breath.

E. "Alcohol use" means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

F. "Breath Alcohol Technician (BAT)" means an individual trained and certified to proficiency in the use of an evidential breath-testing device.

G. "Canceled Test" means a test that has been declared invalid by a Medical Review Officer (MRO) for drug testing or for alcohol.

H. "CDL" means a Commercial Driver's License.

I. "Confirmation Test"

- i. For alcohol testing, means a second test following a screening test with a result of 1.04 or greater that provides a quantitative data of alcohol concentration. Confirmation of the screening test must be by an Evidential Breath Testing (EBT) device listed on the National Highway Traffic Safety Administration's (NHTSA) Conforming Products List (CPL), and must be capable of printing out each test result and air blank, and must sequentially number each test.
- ii. For controlled substances testing, means a second analytical procedure to identify the presence of a specific drug metabolite, which is independent of, the screen test and which

uses a different technique and chemical principle from that of the screen test in order to ensure reliability and accuracy. Gas Chromatography Mass Spectrometry (GC/MS) is the authorized confirmation method for cocaine, marijuana, opiate, amphetamines, and phencyclidine.

J. “Controlled Substances/Drugs” for the purposes of these procedures, means cocaine, marijuana, opiates, amphetamines, phencyclidine and any other substance determined by the U.S. Department of Transportation to be a controlled substance.

K. “Controlled Substance (or Drug) Test” means a method for determining the presence of controlled substances in a urine sample using a scientifically reliable method.

L. “Employee” means any person employed by Comcast.

M. “EAP” means an Employee Assistance Program provided by Comcast to assist its employees in dealing with drug or alcohol dependency or other personal problems.

N. “Evidential Breath Testing Device (EBT): means a device approved by the NHTSA and placed on NHTSA’s Conforming Products list and is used for the evidential testing of breath.

O. “Medical Review Officer (MRO)” means a licensed physician (medical doctor) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual’s confirmed positive test result together with his or her medical history and any other relevant biomedical information.

P. “Non-negative Test Result (alcohol breath test result)” means an alcohol breath test result of .04 or greater.

Q. “Screening Test (also known as an “initial test”)

- i. Alcohol testing means an analytical procedure to determine whether an employee may have a prohibited concentration of alcohol in his or her system. A copy of the results will be promptly given to the employee.
- ii. In controlled substances testing means an immunoassay screen (or other DHHS-approved test) to eliminate “negative” urine specimens from further consideration. A copy of which will be promptly given to the employee.

R. “Split Sample” means an additional sample collected with the original specimen, to be tested in the event the original specimen tests positive.

S. “Verified Negative Drug Test Results” means a drug test result reviewed by a Medical Review Officer and determined to have no evidence of prohibited drug use, by certified DHHS laboratory using DOT levels. A copy will be promptly given to the employee.

T. “Verified Positive Drug Test Results” means a drug test result reviewed by a Medical Review Officer and determined to have evidence of prohibited drug use, by certified DHHS laboratory using DOT levels. A copy will be promptly given to the employee.

7. CIRCUMSTANCES OF DRUGS AND ALCOHOL TESTING

The following drug and/or alcohol screening situations will be utilized by Comcast.

A. Pre-employment Testing: All applicants shall undergo urine substance abuse testing immediately following the offer of employment. Receipt of a negative substance abuse test result is required prior to commencement of employment. If an applicant refuses to be tested or fails the pre-employment substance abuse test, the applicant will be disqualified for employment for a period of six months. A negative pre-employment substance abuse test is required prior to further consideration for employment.

B. Post-accident Testing: Such testing shall be limited to accidents as defined in Section 6.A and 6.B., except as follows: if an accident (non-vehicular), is the result of the negligence of an employee other than the injured employee, the negligent employee shall be tested and the non-negligent injured employee shall not be tested. Substance abuse tests must be performed within 8 hours after the accident. Alcohol tests must be performed within 3 hours after the accident.

C. Reasonable Cause: Any employee may be subject to urine and/or breath testing when there is reasonable cause to believe that substance abuse is adversely affecting his/her job. Such a determination will be made on the basis of documented objective facts and circumstances, which are consistent with the short-term effects of substance abuse. Examples of reasonable cause include, but are not limited to, the following:

- i. Physical sign and symptoms consistent with prohibited substance use.
- ii. Evidence that the employee has engaged in the manufacture, distribution, dispensing, possession, or use of prohibited substances on the job.
- ii. Fights (to mean physical contact), assaults.

Reasonable cause referrals must be made by one supervisor (two supervisors are preferred) who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited abuse or misuse. The questioned conduct must be witnessed and documented in writing, a copy of which will be promptly given to the employee.

8. SUBSTANCE TO BE INCLUDED IN TESTING

Alcohol (Ethanol), amphetamines, cannabinoids (marijuana), cocaine, opiates, phencyclidine (PCP), and their metabolites will be included. Because Comcast is concerned about the abuse of prescribed and over-the-counter medications as well as illegal drugs and alcohol, the above list may expanded to include yet to be developed controlled substances, or changes to Federal laws and regulations.

9. DRUG TESTING PROCEDURES

Comcast shall identify and select only qualified medical laboratories certified DHHS/NIDA/SAMHSA to perform the urinalysis testing described by these procedures.

The Comcast Department Human Resources will coordinate appointments for urine collection for drug screens. The specimens will be collected at special facilities that optimize confidentiality and observe DOT collection procedures. The collection facility must adhere to the collection provisions set forth in the "DHHS" regulations entitled "Mandatory Guidelines for Federal Work Place Drug Testing Programs" 53 FR (11970) published April 11, 1988 known as "DHHS Guidelines" and 49 CFR part 40, as amended.

A strict chain of custody will be maintained on the specimen as described in the “DHHS Guidelines”. In the event that the non-designated collection facility must be used, the supervising employee contacting the facility must insure that the facility is properly advised concerning the collection requirements as described in the “DHHS Guidelines”. Record keeping and reporting of all drug testing and results shall be in strict accordance with Federal guidelines to protect the confidentiality of the employees.

If there is concern about an individual’s ability to function safely, that individual will be provided transportation to his or her home after completion of the drug testing. Supervisors will always transport employees to the collection site.

Visual observations of an applicant or employee producing a urine specimen may be made by a health care provider of the same gender if there is reason to believe that the specimen may be adulterated. Test samples will be analyzed by a Department of Health and Human Services (DHHS) certified laboratory utilizing scientifically reliable technology or any other procedure as permitted by law. Within 72 hours following a Medical Review Officer’s (MRO) notice to an employee that he/she has tested positive drugs, the employee or the employee’s designated representative may be request the MRO to have a re-analysis of a portion of the positive test sample conducted by a DHHS certified laboratory designated by the employee or the employee’s designated representative. This reanalysis (whether requested by the employee or the employee’s designated representative) shall be at the employee’s expense.

In the case of an alcohol test other than a blood alcohol test, a second confirmatory test shall be conducted if the result shows .04 or greater grams of alcohol per 210 liters of breath in the employee’s body. The confirmation test shall be conducted not less than 15 minutes and not greater than 30 minutes after completion of the first test. A copy will be promptly given to the employee.

SPLIT SAMPLE TESTING

The employee may request, within 72 hours of notification of a positive test by the MRO, that the split sample be tested at a separate DHHS certified laboratory. This request must be made in writing to the HR representative. The results of the split sample test shall be the final test results that are reported to the employer by the HR representative. The cost for transportation and testing of the split sample is the sole responsibility of the employee and must be paid for in advance. If results from the split sample are negative, Comcast will reimburse the employee. A copy of the results will be promptly given to the employee.

Employees are advised that Comcast provides an Employee Assistance Program as part of its employee benefit program. Employees who may have a problem with alcohol consumption or illegal drug use are highly encouraged to take advantage of this program. Non-jeopardy referrals or voluntary participate in the program is desired.

10. ALCOHOL TESTING PROCEDURES

Alcohol testing will only be conducted using evidential breath testing devices in accordance with 49 CFR part 654.

Breath testing will be coordinated by Comcast Department of Human Resources. The breath specimen will be collected at a site that optimizes confidentiality. The collection site must adhere to the collection provision set for the 49 CFR part 654. A strict chain of custody will be maintained on the specimen. All record keeping will be in strict accordance with Federal regulations.

If there is concern about an individual's ability to function safely, the individual will be provided transportation to his or her home after completion of the testing. Supervisors will always transport employees to the test site.

Alcohol breath testing will be performed in the following manner in accordance with 49 CFR part 654.

1. Screen Testing

The initial test shall be done using EBT in accordance with 49 CFR part 654. If the initial test results are less than .04 alcohol concentration, the results are negative and will be reported by the BAT as such. If the initial test results are .04 greater, a second or confirmatory test shall be conducted.

2. Confirmation Test

The confirmatory test must be conducted on the same EBT as the initial test in accordance with 49 CFR part 654. Before the confirmatory test may be given, a minimum of 15 minutes and a maximum of 20 minutes must have passed since the initial test was performed. During this period, the employee should avoid any actions that could increase mouth alcohol. The 15-20 minute wait period is to ensure that the presence of mouth alcohol does not artificially raise the test result. Only the results of the confirmatory test shall be reported, irrespective of the results on the initial test. If the results of the initial and confirmatory tests are not identical, the confirmation test result is deemed to be the final test result. If the results of the confirmatory test are less than .04 alcohol concentration, a negative result shall be reported by the BAT.

11. POSITIVE TEST / REFUSAL TO TEST

An employee who tests positive for drugs covered by this policy and/or an alcohol level of .04 concentration or greater or refuses to submit to test if required by this policy will be subject to disciplinary action up to and including termination of employment. Under no circumstances will disciplinary action be less than a two (2) week unpaid suspension. Employees who are suspended will not be returned to work without having successfully tested negative for drugs or alcohol and having agreed to follow the advice, rules and treatment plan of the Company-sponsored Employee Assistance Program (EAP). Violation of EAP rules and treatment plan, including follow up testing, will result in disciplinary action up to including termination.

(Implementation date for this provision will be January 1, 2010.)

12. BEHAVIOR THAT CONSTITUTES A REFUSAL TO SUBMIT TO A TEST

Behavior that constitutes a refusal to submit to a test includes, but is not limited to, the following:

- Refusal to take test.
- Inability to provide sufficient quantities of breath or urine to be tested without a valid medical explanation.
- Tampering with or attempting to adulterate the specimen or collection procedure. Not reporting to the collection site in the allotted time.
- Leaving the scene of an accident without a valid reason before the test has been conducted.

13. CONDITION OF EMPLOYMENT

Participation in Comcast Drug and Alcohol Testing program as set forth herein is a requirement of all

employees and, therefore, is a condition of employment for such employees.

14. CHANGES OR MODIFICATIONS

All personnel and Unions will be notified at least 15 calendar days prior to changes required by Federal, State and/or Local law, whenever possible.

15. USE OF LEGAL DRUGS

Employees who are taking prescription or non-prescription lawful drugs which they have been informed may affect the performance of their job duties must report such usage to the Risk Management Department and/or their immediate supervisor before beginning their work day. Such drugs used on the job may be determined to be allowable drugs if the medical review officer has determined that the use of the drug is consistent with safe performance of the employee's duties and the drug is being used at the prescribed dosage.

In an effort to meet the purpose of this drug and alcohol procedure, Comcast wants to provide a program that will be helpful to employees. Comcast maintains an Employee Assistance Program available to all employees. The purpose is to provide access to professional services to aid the employee who has an alcohol or drug problem, or other personal problems that may affect Job performance.

All employees are encouraged to use this program's resources before their employment status is affected. Though voluntary participation treatment programs will not prevent disciplinary action(s) for violations that have already occurred, no such employee shall be disciplined in any way solely as a result of having enrolled in the EAP.

Supervisors can assist in contacting the Employee Assistance Program. At the conclusion of treatment, arrangements for drug screen follow-up testing will be made. Specific guidelines will be agreed upon by management, supervisors and the rehabilitated employee with the Union's concurrence at the time the employee returns to work.

16. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

The Americans with Disabilities Act of 1990 (ADA) does not, in any way, preclude or interfere with the employer's compliance with the Department's new or existing drug and alcohol testing regulations. However, Title I of ADA, which prohibits discrimination against to "qualified individual with a disability," may affect the personnel actions an employer may wish to take with respect to some individuals who test positive for drugs or alcohol, or otherwise violate the prohibitions of the Department's drug and alcohol rules. The ADA specifically authorizes employers covered by DOT regulations to require their employees to comply with the standards established in those regulations, including complying with any rules that apply to employment in safety-sensitive positions as defined in the DOT regulations. Under ADA, an employer is not viewed as "discriminating" for following the mandates of DOT drug and alcohol rules.

The ADA specifically provides that an employee or applicant who is currently engaging in the illegal use of drugs is not a "qualified individual with a disability." It is clear that an individual who has a positive test result on a DOT mandated drug test is currently engaging in the illegal use of drugs. Therefore, under Title 1, an employer may discharge or deny employment to an individual who has a positive result on a US DOT mandated drug test. Unlike the situation with respect to current use of illegal drugs, the use of alcohol contrary to law, Federal regulation, or employer policy does not deprive an individual of status as a "qualified individual with a disability: that he or she would otherwise have under Title 1. An individual

is protected by Title 1, however, only if the individual has a disability in the first place. While, as the EEOC notes in its Title I regulation, “individuals disabled by alcoholism are afforded the same protections accorded other individuals with disabilities” (56 CRF 35752, July 26, 1991), not all individuals who use alcohol in violation of the law, Federal regulations of employer policy are “disabled by alcoholism.”

Under Title 1, an employer may hold an employee who engages in the illegal use of drugs or who is an alcoholic to the same qualification standards for employment or job performance as it holds other employees, even if the unsatisfactory performance or behavior is related to the drug use or alcoholism of the employee. It should also be pointed out that the ADA does not preclude an employer from disciplining or dismissing an employee who commits a violation of the employer’s conduct and performance standards, even if the individual is an alcoholic or has another disability.

APPENDIX B

1. Effective the first pay period following January 14, 2015 employees eligible under this agreement shall receive a 1.95% increase to their base hourly rate of pay listed on Appendix A of Memorandum of Agreement.
2. Effective the first pay period following January 14, 2016 employees eligible under this agreement shall receive a 1.95% increase to their base hourly rate of pay.
3. Effective the first pay period following January 14, 2017 employees eligible under this agreement shall receive a 1.95% increase in their base hourly wage rate.
4. Employees cannot move between positions unless there is a posted open position as determined by the Company.
5. The probationary period for IR technicians shall be 180 days.
6. 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 current salary, whichever is greater.
7. Warehouse employees hired prior to the ratification of this agreement shall not have their base hourly rate of pay reduced by this agreement.
8. Employees hired after January 14, 2015, and those employees who have not completed their probationary period prior to the ratification of this agreement shall be paid in accordance with the following wage scale. Employees in progression in the Installation Repair Technician classification shall not be subject to the negotiated general wage increase.

Warehouse	\$12.50
Installation and Repair Technician	
0-6 months	\$13.63
7-12 months	\$14.16
13-24 months	\$14.93
25-36 months	\$16.35
37-48 months	\$17.26
➤ 48 months	\$18.20
Commercial Technician	\$18.00
Maintenance Technician	\$23.05
Sr. Maintenance Technician I	\$27.14

Upon ratification each employee covered under this collective bargaining agreement on the active payroll shall receive a \$300 lump-sum payment minus any applicable taxes.

APPENDIX C

ATTENDANCE GUIDELINES/FLEX DAY POLICY

POLICY

While employees may have valid excuses for being absent, to meet our commitment to customers and avoid both additional costs and unnecessary reassignment of work to other employees, lateness and absence must be kept at reasonable levels. Comcast maintains a no-fault absenteeism policy to avoid undue hardship and maintain a stable workforce.

All employees are expected to be at the work place ready and available to work at their regularly scheduled starting time each day or for any overtime they are scheduled to work. Employees may not work overtime without prior approval.

DEFINITIONS

FLEX DAY

A flex day is granted as paid time off. Employees may request to schedule a flex day with two weeks' notice. The employee should notify their supervisor in a timely fashion of any unscheduled flex days. In no case should employees give less than 1-hour notice prior to the start of their shift of unscheduled time off. Flex days may be taken in ½ day increments. An employee requesting ½ a flex day for the second part of their shift may notify management at the start of their shift. Employees who have an emergency or circumstances beyond their control will be given consideration by Management if they can't make the time limits above.

LATENESS

An employee who is not ready and available for work at the beginning of his/her work shift shall be considered late. Lateness of more than 15 minutes shall not be paid. Any unpaid lateness shall be considered an occurrence.

Three paid incidents of lateness of greater than 5 minutes but less than 15 minutes shall be considered an occurrence.

ABSENCES

Absence is defined as:

1. Time off without pay.
2. Unscheduled paid flextime the day before and/or after a holiday.
3. Unscheduled paid personal holidays and/or vacation days.

Consecutive days of absence will be treated as one occurrence.

ATTENDANCE CONTROL/PROGRESSIVE DISCIPLINE

Attendance record keeping is the responsibility of management. Employees will not be notified when they utilize one-half their allotments of flex time and when they have utilized all flex time available to them. Progressive discipline will include:

- An employee with 2 occurrences in any 12-month period will be issued a verbal warning.
- An employee with 3 occurrences in any 12-month period will be issued a written warning.
- An employee with 4 occurrences in any 12-month period will be issued a final written warning. This warning shall state that the next step in the process will be termination.
- An employee with less than 15 years of service who has 6 occurrences in any 12-month period will be subject to termination. An employee with 15 years or more service who has 7 occurrences will be subject to termination.

Employees who are at the final written warning stage will not be eligible for any promotional opportunities. Employees terminated under the attendance policy will not be eligible for rehire.

On the twelve-month anniversary date of an occurrence, the occurrence will be dropped from the employee's record. Occurrences during the probationary period shall be retained when regular employment status is achieved. Employees who have taken authorized time off for jury duty, funeral leave, military leave, FMLA or other approved Leaves of absence will not have that absence count as an occurrence if appropriately approved.

Employees who are absent for three consecutive days or more for medical reasons may be required to provide documentation from a qualified physician.

Employees who are absent will be expected to call in each day unless specific arrangements are made with their supervisor. Employees absent for 3 consecutive workdays without proper notification of a legitimate illness or emergency will be considered to have abandoned his/her job. The employee's record will reflect that he/she quit without notice.

APPENDIX D

JOB DESCRIPTIONS

IR Technician:

1. Performs and learns a variety of duties pertaining to Broadband installations and service trouble calls in customer's premises.
2. Complete all associated documentation with each work order in a timely manner in order to ensure all details of the work are completed and customer satisfaction is met.
3. Complete all daily system required documentation.
4. Perform installations and repairs within all applicable company policies and procedures in order to provide cable services to the customers.
5. Perform customer drop installations (exterior and interior) complete from tap to customer equipment in single and multifamily dwellings including pre-wired units.
6. Perform new connects, reconnects, requested and non-pay disconnects, additional outlets, install and remove company equipment from customers' homes.
7. Install and explain all company services and products.
8. Pre-wire single unit dwellings and multiple dwelling units in order to provide "ready hook-up" capabilities where applicable.
9. Operation and understanding of leakage meters signal level meters, voltmeters, amp clamps and associated installation equipment, telephone related test equipment and acceptable/required levels.
10. Properly operate and maintain installation tools and equipment.
11. Perform underground location of existing drop line where applicable.
12. Perform CLI leakage/ingress repair from the customer's home to the tap.
13. Provide the customer with materials regarding channel line-up, use of converters, company information, and all State and Federal required notifications. Information packets provided by company.
14. Survey the plant in order to ensure service availability to potential customers.
15. Perform service calls: Troubleshoot from the customer's equipment to the tap outputs.
16. Perform underground location of existing cable plant using system prints and cable locating equipment in order to prevent cable damage and service interruption where applicable.
17. Ability to calculate attenuation losses and measurements of cable and passives from tap to customer's equipment.
18. Perform CLI ride-out of entire system and track and/or repair leakage.
19. Perform modem installs and computer configuration including but not limited to the installation of network interface cards, USB adapter, installing Comcast Online software, modify PC/software configuration to establish connectivity, demonstrate online service and educate the customer.
20. Perform routine troubleshooting calls: Troubleshoot the plant from the customer's equipment up to the first tap active providing outputs. For both forward and return plant.
21. Basic understanding and ability to calculate attenuation losses and measurements of cable system plant and equipment gains/losses for both forward and return plant.
22. Understanding of system prints and maps.
23. Basic knowledge and understanding of passives for aerial, underground and MDU plant.

Maintenance Technician:

- Responsible for installation and maintaining integrity of broadband plant from customers terminal up to and including Bridger amplifier, if in the case of no Bridger, then to the fiber optic node, except while assigned to standby status, up to 4 hours.
- While working on return plant, responsible from the home to the headend to test.

- Responsible for fiber optic cable placement.
- Responsible for power supply maintenance and installation and documentation.
- Responsible for all Serviceman and IR Technician duties
- Responsible for telephone pole transfers, overlash, strand installation, splicing and plant activation.
- Responsible for new plant activation and certification.
- Responsible for system performance testing at end of line test points.

Senior Maintenance Technician I:

- Any work involving MQAM adjustments, ITV-CPU, IMUX, GIG-E, SIMS, Nortel 7609, EAS equipment and any equipment added for any advanced services.
- Responsible for IR Technician Serviceman, Maintenance Technician and Senior Maintenance Technician duties.

Warehouse:

- Employees normally assigned to converter repair or stockroom duties will cover the needs of both areas.

APPENDIX E

January 19, 2006

Letter of Agreement I

The Company and the Union have reached a mutual understanding that the Comcast Digital Voice (CDV) product is Customer Premise Equipment (CPE), the same as other Comcast technologies such as cable and modem service. Thus, the installation and service of the CDV product is work within the scope of the bargaining unit in the Toms River system. Nothing in this Letter of Agreement changes in any way the rights of the Company or the Union under the collective bargaining agreement.

For the Employer

For the Union.

Ed Ward
Vice President of Labor Relations
Comcast Cable

Domenic Turdo
President Local 827, IBEW

APPENDIX F

January 19, 2006

Letter of Agreement II

The Company and the Union have a mutual interest in providing the necessary training of the Toms River work force. One tool used by the Company is the State of New Jersey Customized Training Program, which by program design requires the concurrence of the Union for participation. The Company agrees that if and when an annual grant is obtained, those parts of the grant that apply to represented employees once accomplished, will be reported to the Union in the same manner as required by the State of New Jersey.

For the Employer

Ed Ward
Vice President of Labor Relations
Comcast Cable

For the Union

Domenic Turdo
President Local 827, IBEW

APPENDIX G

**LOCAL UNION 827, IBEW
263 Ward Street, East Windsor, New Jersey 08520
(609) 443-4100**

DUES DEDUCTION AUTHORIZATION

I hereby authorize and direct _____ to deduct from my pay, Union Membership dues in the amounts fixed in accordance with By-Laws of Local Union 827 and the Constitution of the International Brotherhood of Electrical Workers and pay same to said local Union in accordance with the terms of the bargaining agreement between the employers and the Union.

This authorization shall be irrevocable for a period of one year from the date hereof or until the termination date of said agreement whichever occurs sooner and I agree that this authorization shall be automatically renewed and irrevocable for successive periods of one year unless revoked by written notice to you and the Union ten (10) days prior to the expiration of each one year period, or of each applicable bargaining agreement between the Employer and the Union, whichever occurs sooner.

Fees, dues and assessments covered by this authorization are not deductible as charitable contributions for federal income tax purposes.

Date_____

Signature_____

Form 32 (6/1/88)

FOR COMPANY FILE

APPENDIX H

Educational Assistance

The Company will provide educational assistance in accordance with and at the same level as other hourly employees and as set forth in the applicable Summary Plan Description. The Company shall have the right to modify the plan provided that such changes are uniformly applied to bargaining unit and non-unit hourly employees in the same Region.

Additionally, employees may be eligible to take NCTI courses under the same terms and conditions as other hourly employees in the same Region, including any compensation adjustments for the satisfactory completion of those courses. The Company shall have the right to modify approved NCTI courses, reimbursement procedures, and compensation adjustments, provided that such changes are uniformly applied to bargaining unit and non-unit hourly employees in the same Region.

Memorandum of Agreement

1. Duration – 36 months expiring January 13, 2018
2. In accordance with the tentative agreement, IR Technicians covered by this agreement shall be eligible for commissions in accordance where IR Technicians will not be held accountable for meeting sales numbers.
3. A commercial technician position shall be established and be paid in accordance to Appendix B
4. Future openings for Commercial Technician shall be filled in accordance with Article 16.
5. Service Technician and Sr. Maintenance Technician titles and minimum rates will be deleted from the collective bargaining agreement. Employees currently in these titles shall continue to be paid at the rate listed in Attachment A plus any negotiated wage increases.
6. Commercial Technicians shall be required to perform commercial work as identified by the company as well as duties and types of work performed by IR Technicians.
7. Prior to the negotiated increases as stated in Appendix B, the hourly rates shall be adjusted in accordance with Attachment A of the tentative agreement.